

AGREEMENT FOR SALE

THIS SALE CUM CONSTRUCTION AGREEMENT IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND TWENTY FIVE (___/___/2025) AT BANGALORE:-:

BETWEEN:

M/s. NIEGHBOURHOOD ESTATES

A partnership firm Represented by its Managing Partners:

1. **Mr.S.Pradeep** aged about 36 years,
S/o.Sri.P.Subramani,
Pan No. AYUPP0722A
Aadhar No. 774573183286,
Residing at No.317, Belathur Village, Kadugodi post, Bidharahalli Hobli,
Bangalore East Taluk, Bangalore – 560067,
2. **Mr.J Manohar Naidu** aged about 43 years,
S/o.Sri.P.Subramani,
Pan No. AYUPP0722A
Aadhar No. 774573183286,
Residing at No.317, Belathur Village, Kadugodi post, Bidharahalli Hobli,
Bangalore East Taluk, Bangalore – 560067,

Having office at: Flat No. G001, Keerthi Heights, 3rd Main Road, Belathur,Bidarahalli Hobli, Bangalore-560066, Represented by its Authorised signatory

Hereinafter referred to as the “PROMOTER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns etc.) OF THE ONE PART:

AND

Mr. / Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART.**

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) “appropriate Government” means the State Government of Karnataka;
- c) “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- e) “Section” means a section of the Act.
- f) Interpretation:

Unless the context otherwise requires in this Agreement,

- i. In this Agreement, any reference to any statute or statutory provision shall include all the current statutes state or central, their amendment, modification, re-enactment or consolidation;
- ii. Any reference to the singular shall include the plural and vice-versa;
- iii. Any references to the masculine, the feminine and the neutral gender shall also include the other;
- iv. 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.
- v. Harmonious interpretation and ambiguities with in the agreement:
- vi. In case of ambiguities or discrepancies with in the Agreement, the

following shall apply:

- a. 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.
 - b. 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.
 - c. Between any value written in numerical or percentage and in words, the words shall prevail.
- vii. 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;
- viii. Each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- ix. No Section in this Agreement limits the extent or application of another Section;
- x. 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;
- xi. 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;
- xii. 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.

WHEREAS, the promoter is the absolute owner of all that piece and parcel of the property bearing Survey No 4/1, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1321/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687508 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 1 Acre 23.4 Guntas, where the property is morefully described in the schedule given hereunder and hereinafter referred as **Item No. I** of the "SCHEDULE PROPERTY".

WHEREAS, the promoter is the absolute owner of all that piece and parcel of the property bearing Survey No 4/2, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1325/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687509 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 1 Acre 2.4 Guntas, where the property is morefully described in the schedule given hereunder and hereinafter referred as **Item No. II** of the “SCHEDULE PROPERTY”.

WHEREAS, the promoter is the absolute owner of all that piece and parcel of the property bearing Survey No 4/3, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1324/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687512 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 2 Acre 3 Guntas, where the property is morefully described in the schedule given hereunder and hereinafter referred as **Item No. III** of the “SCHEDULE PROPERTY”.

WHEREAS, the promoter is the absolute owner of all that piece and parcel of the property bearing Survey No 4/4, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 16/05/2024, registered as document No. 958/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 05.10.2024 bearing No: 700076 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 4 Acre 15.8 Guntas, where the property is morefully described in the schedule given hereunder and hereinafter referred as **Item No. IV** of the “SCHEDULE PROPERTY”.

The Item Nos. I, II, III and IV schedule properties in all measures 8 Acre 35 Guntas.

- A.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Villa/Row House, as the case may be, from **HOSKOTE TOWN PLANNING**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F.

The Promoter has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at _____ on _____ under registration no. _____.

G.

The Allottee had applied for an Villa/Row House in the Project vide application no. _____ dated _____ and has been allotted Villa/Row House no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ (“Building”) along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Villa/Row House” more particularly described in Schedule A and the floor plan of the Villa/Row House is annexed hereto and marked as Schedule B);

H.

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I.

_____ [Please enter any additional disclosures/details] 7

J.

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K.

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Villa/Row House and the garage/covered parking (if applicable) as specified in para G;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Villa/Row House as specified in para G.

1.2 The Total Price for the Villa/Row House based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price")) (Give break up and description):

Villa No.	
Type	
Land Cost	
Construction Cost	Rs.
Taxes	Rs.
Total Flat Cost	Rs.

Total Flat Cost in words Rs. only.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Villa/Row House;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and

the same shall be payable by the Allottee on or before handing over the possession of the Villa/Row House/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Villa/Row House includes recovery of price of land, construction of [not only the Villa/Row House but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa/Row House, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 9 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa/Row House and the Project.

1.3

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand

letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Villa/Row House, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days with

annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Villa/Row House, allotted to Allottee, the 10 Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement

1.8

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Villa/Row House as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Villa/Row House;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Villa/Row House includes recovery of price of land, construction of [not only the Villa/Row House but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa/Row House, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa/Row House and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Villa/Row House/plot, as the case may be.

1.9

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

1.10

The Promoter agrees to pay all outgoings before transferring the physical possession of the Villa/Row House to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or 11 other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Villa/Row House to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11

The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Villa/Row House at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Villa/Row House as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable; he shall be liable to pay interest at the rate specified in the Rules

2.

3. MODE OF PAYMENT:

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

Project Bank Account Details

Bank Name	UCO BANK
Account Name	NEIGHBOURHOOD ESTATES
Account No	09860210003367
IFSC Code	UCBA0000986
Branch	Indiranagar Branch

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on 12 his/her part

to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan (Annexure-I).

The Allottee/s has been made aware and the Allottee/s is fully aware that there are other Allottee/s who would be joining the Scheme and would rely upon the assurance given by the Allottee/s 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.

The Promoter has further informed the Allottee/s and the Allottee/s is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development and there would be sufferance to the Promoter.

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

6. CONSTRUCTION OF THE PROJECT/VILLA/ROW HOUSE:

The Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of the Villa/Row House and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bangalore Development Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

It is made clear that many of the materials used in development of Schedule 'A' Property including the Schedule 'B' Unit includes granite, wood etc., are natural materials and are subject to variations in tone, grain, texture, color and other aesthetic features, which are beyond the control of Promoter and while the Promoter agrees to use the quality materials available, it is unable to assure the materials used in the specifications would exactly match the samples shown with regard to said features. Similarly manufactured materials such as ceramic/vitrified tiles, sanitary ware etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Promoter.

The Promoter would be relying upon the manufacturers and suppliers for

its raw materials, such as marble, granite, timber, tiles, sanitary ware etc., there is possibility that the materials specified and shown as samples may not be available at the time of construction and in such event, the Promoter reserves the right to substitute with equivalent alternative.

7. POSSESSION OF THE VILLA/ROW HOUSE

7.1

Schedule for possession of the said Villa/Row House - The Promoter agrees and understands that timely delivery of possession of the Villa/Row House to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Villa/Row House along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31/12/2028**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa/Row House, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing

the possession of the Villa/Row House, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Villa/Row House/plot, as the case may be, to the allottee at the time of conveyance of the same time.

7.3

Failure of Allottee to take Possession of Villa/Row House - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Villa/Row House from the Promoter by executing 14 necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Villa/Row House to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4

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

7.5

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

Provided that where the allottee proposes to cancel/withdraw from

the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation.

7.6

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Villa/Row House (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa/Row House, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Villa/Row House, which shall be paid by the promoter to the allottee within Sixty (60) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Villa/Row House;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Villa/Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Villa/Row House and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Villa/Row House which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa/Row House to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa/Row House to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property; 16
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Villa/Row House, plot or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Villa/Row House to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Villa/Row House shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Villa/Row House, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice: 17 Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Villa/Row House, which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa/Row House, in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID VILLA/ROW HOUSE:

The Promoter, on receipt of Total Price of the Villa/Row House as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Villa/Row House together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTENANCE OF THE SAID BUILDING / VILLA/ROW HOUSE / PROJECT:

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

12. DEFECT LIABILITY:

In the event of any Structural defects, being informed by the Allottee/s in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Promoter will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the Annexure-III to this Agreement, unless it results in structural defect.

The Allottee/s and the Association of Villa/Row House Owners shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over. Further, the Allottee/s (and the association of Villa/Row House Owners / Allottee/s) is expected to periodically maintain / upkeep the various facilities / components of the Project as per the handover manual provided by the Promoter and the various vendors of the Project. The Promoter is fully indemnified by the Allottee/s / Association of Villa/Row House Owners, if any defect arising out of non-compliance of the terms of this Handover Manual.

Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc.) which carry manufacturer's guarantees for a limited period. Thereafter the association shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the Allottee/s or association of Villa/Row House Owners, as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc., which are subject to wear and tear.
- e. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.
- f. The Promoter shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Villa/Row House

The Allottee/s shall maintain the Villa/Row Houses in good tenantable conditions and carry out the internal repairs for the upkeep of the Villa/Row Houses. The association of the Villa/Row House Owners or its assigns shall maintain the services and amenities in good condition and covered with proper AMC from vendor nominated service providers and insurance. The obligation of the Promoter shall be subject to proper maintenance and upkeep of the Villa/Row Houses/services and amenities by the Allottee/s or the association of Villa/Row House owners, as the case may be.

13. RIGHT TO ENTER THE VILLA/ROW HOUSE FOR REPAIRS:

The Promoter /maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Villa/Row House or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA/ROW HOUSE:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Villa/Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Villa/Row House or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Villa/Row House and keep the Villa/Row House , its 19 walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face /

facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Villa/Row House or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Villa/Row House.

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

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

The parties are entering into this Agreement for the allotment of a Villa/Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER CREATING CHARGE:

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage /securitization of the Villa/Row House / Project / Building or the land underneath or the receivables, subject to the condition that the Villa/Row House shall be made free from all encumbrances at the time of execution of the Sale Deed in favour of the Allottee(s). The Allottee shall be informed about the same at the time of agreement.

19. THE KARNATAKA VILLA/ROW HOUSE OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Karnataka Villa/Row House of Ownership Act, 1972(Karnataka Act 17 of 1973) and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time (xx - here specify the details.....).

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Villa/Row House and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Villa/Row House, in case of a transfer, as the said obligations go along with the Villa/Row House for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Villa/Row House bears to the total carpet area of all the [Villa/Row Houses/Plots] in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s. NEIGHBOURHOOD ESTATES

A Partnership Firm having its Office at –
Flat No. G001, Keerthi Heights, 3rd Main Road,
Belathur, Bidarahalli Hobli, Bangalore-560066
E-mail: info@neighbourhoodstates.com

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

30. JOINT ALLOTTEES:

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

31. DISCLOSURES:

The Allottee/s acknowledges and confirms that the Promoter have made following disclosures to the Allottee/s and the Allottee/s has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Allottee/s has agreed to all of the Disclosures and the Allottee/s, expressly grants its consent and no objection to the Promoter to undertake every action as per Disclosures.

a) that, the undivided share of land extent of Schedule 'B' Property to be conveyed to the Allottee/s on execution of the Sale Deed is based on the overall super built up area of the Project and this is arrived after considering the deduction of the area relinquished towards road widening, park and open spaces and may change if any further relinquishment required by BDA as per zoning regulations and building bye laws. Any such reduction will not alter the Sale Consideration for the Schedule 'B' Property.

b) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Association of Allottees of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project. The Clubhouse is built on the space reserved for civic amenities and a separate approval is obtained if required for the construction of the same and the said area is part of the common area of all the Villa/Row House units.

c) that, the Schedule 'B' Villa/Row House can be used in terms of the rules and regulations formulated by the Promoter and/or the Association of Villa/Row House Owners as well as the terms set out in the Bye Laws of the Association.

d) that, the Promoter will be forming an Association of Villa/Row House Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Villa/Row House Ownership Act, 1972 pertaining to the Project and a Deed of Declaration will be executed.

e) At any point of time the seller/Promoter has every rights to avail a loan from any Financial institution for construction and completion of the Project by executing of Memorandum of Deposit of Title deed against the Schedule 'A' Property. Promoter alone is responsible for discharge of the charge or mortgage, if any. In case if the Promoter takes the project loan then the Promoter shall secure necessary no objection certificate from Financial institution and shall furnish the same to the Allottee/s at the time of conveyance of schedule 'B' property confirming that the Schedule 'B' Property is free from above said charge/ mortgage.

f) that the Schedule 'B' Villa/Row House can be used only for residential purposes and cannot used for any other purposes.

g) that the Promoter will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the Villa/Row Houses in the Project. The Allottee/s confirms that before execution of this Agreement, the Allottee/s 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 Project. The Allottee/s has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

h) The Promoter has no control on the developments that may exist or take place in future whatsoever, in adjoining and surrounding properties of the project.

32. THE ALLOTTEE/S (by himself / themselves with intention to bring all persons into whomsoever hands the Villa/Row House may come) ASSURES, UNDERTAKES AND COVENANTS WITH THE PROMOTER AS FOLLOWS:

- a. That the Allottee/s shall not be entitled to claim conveyance of the Schedule “B” Property until the Allottee/s fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.
- b. That the Allottee/s has independently verified the title of the Owners to the Schedule “A” Property and all sanctions/approvals taken for construction of the Project before entering into this Agreement. The Allottee/s is satisfied with all representations and disclosures made by the Promoter concerning the Project and this Agreement constitutes complete understanding arrived at between the Promoter and the Allottee/s and there are no other representation whether oral or otherwise.
- c. That the Sale Consideration and Cost of Construction fixed and agreed herein is based on mutual negotiations between the Allottee/s and the Promoter and the Allottee/s shall have no right to renegotiate the same under any circumstances. The Promoter is completely free to agree to fix any other sale consideration and cost of construction with other buyer’s Villa/Row Houses in the Project.
- d. The Allottee/s and along with other owners of the Villa/Row Houses in the Project undertake to join the Association to be formed by the Promoter. The Allottee/s along with the Sale Deed will also execute Form B as provided in the Karnataka Villa/Row House Ownership Act, 1972.
- e. That after the Project is handed over to the Owners Association as per this Agreement, the Promoter 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 Allottee/s 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.
- f. After the maintenance of the building is handed over to the Association, the Promoter 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.

g. All statutory payments after handing over of the Schedule “B” Villa/Row House, in respect of the same shall be borne and paid by the Allottee/s. All Statutory Payments levied by competent authorities under the law, in respect of any services, which the Promoter would be rendering to the Allottee/s pursuant to this Agreement, shall also be borne by the Allottee/s and the Allottee/s will indemnify the Sellers of any instances of taxes on this Agreement, accruing in future.

h. The Allottee/s covenants that the Allottee/s shall be bound and liable to comply with the obligations set out in Schedule ‘D’ and will have the rights set out in Schedule ‘C’ in the enjoyment of the Schedule “B” Villa/Row House and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule “B” Villa/Row House being complete and handover.

i. That the Allottee/s shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule “A” Property.

j. It is an essential term of the sale under this Agreement that the Allottee/s shall not be entitled to change/alter the name of the Project, “SAI SILICON HEIGHTS” to any other name. However the Promoter shall be entitled to make the change in the name at any time before completion of the Project and before executing any sale deed in favour of any buyers of Villa/Row Houses in the said development.

k. All interior related works by the Allottee/s can be taken up only after handing over possession of the Schedule “B” Villa/Row House to the Allottee/s. The Promoter have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Allottee/s. The Promoter are not responsible for any thefts during the course of the interior works.

l. The Parties agree that any default by the Allottee/s in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Promoter to terminate this Agreement, and in which case the consequences of termination mentioned above would follow immediately.

m. The Allottee/s covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall not obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.

n. The Allottee/s, upon handover, shall be solely responsible to maintain and upkeep the Schedule "C" Villa/Row House at his/her own cost including all the walls, drains, pipes and other fittings and in particular which supports other the parts of the building and to carry out any internal works or repairs as may be required by the Association;

o. The Allottee/s shall not to store in the Villa/Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Villa/Row House is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Villa/Row House is situated, including entrances of the building in which the Villa/Row House is situated and in case any damage is caused to the building in which the Villa/Row House is situated or the Villa/Row House on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

p. The Allottee/s shall carry out at his own cost all internal repairs to the said Villa/Row House and maintain the Villa/Row House in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Villa/Row House is situated or the Villa/Row House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

33. ASSIGNMENT:

The Allottee/s hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses below in 32(b) & (c).

That the Allottee/s shall not be entitled to transfer / assign the rights under this Agreement for a period of Two (2) years from the date of this Agreement.

Any assignment shall be, subject to clause 32(b), shall be permitted only by way of written agreement between the Promoter and the Allottee/s and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.200/- (Rupees Two Hundred Only) per square foot of the Schedule 'B' Villa/Row House. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

34. ASSOCIATION OF OWNERS:

The Promoter shall form an Association of Villa/Row House Owners, within three months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty per cent of the total Allottee/s in the Project have taken possession and the Promoter has received the full consideration from such Allottee/s. All the Allottee/s on payment of full consideration and getting execution of conveyance deed shall become members of such Association of Villa/Row House Owners formed by the Promoter.

The occupation and use by the Allottee/s of the Schedule "B" Villa/Row House and all amenities in the Project shall be governed inter alia by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The Allottee/s 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 occupy and use the Schedule "B" Villa/Row House, in any manner whatsoever, shall be subject to such rules and regulations.

Notwithstanding any other rule, after conveying the title to the Association of Villa/Row House Allottee/s herein, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Villa/Row House or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Villa/Row House Owners without

any restriction or entry of the building and development of common areas.

35. MAINTENANCE OF THE VILLA/ROW HOUSE BUILDING:

The Allottee/s shall, from the date the Schedule “B” Villa/Row House 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 and Common Amenities in the Project as determined by the Promoter / Promoter appointed Agency and/or Association of Villa/Row House Owners.

The Allottee/s 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 “B” Villa/Row House apart from the rules and regulations of the Association.

The Promoter or the agency appointed by the Promoter 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 it is handed over to the Association of Villa/Row House Owners. The charges for such services and maintenance shall be paid by the Allottee/s and other owners of the Villa/Row Houses in the Project on cost +9 % overheads + 6% profit basis. The Allottee/s and other owners of the Villa/Row Houses in the Project shall not make arrangements with any outside agency other than as defined in this Agreement till the completion of the Defect Liability Period of the Project.

The Promoter through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the entire tenure of the Defect Liability Period.

36. CAR PARKING ALLOTMENT:

The Car Parking will be first allotted to the Land Owners share and the remaining will be allotted to the Developer share flat owner's. The default car park will be allotted at appropriate time as per the booking seniority on a first – come – first served basis by developer. Allotment of additional car parks other than the default car parking is subject to availability and will be done on a first – come – first served basis as per the price fixed at the time of allotment.

37. GST:

The Allottee/s hereby agrees and undertakes to pay all taxes such as Goods and Service Tax (Including CGST and SGST) and other taxes etc., as levied or to be levied by the State and Central Government from time to time, based on existing statutes or basing on future legislations, in respect of the sale of the Schedule 'B' Property. For this purpose, Purchaser/s undertakes to indemnify the Vendor/Promoter to meet the demands of the State and Central Government authorities or Statutory Authorities in respect of the Schedule 'B' Property. The Allottee/s accept /s that the price of the schedule property has been fixed after considering the benefits of GST input tax credit available to the Promoter that needs to be passed on.

38. SAVINGS:

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

39. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

40. DISPUTE RESOLUTION:

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

41. FUTURE DEVELOPMENT:

Promoter i.e, **M/s. NEIGHBOURHOOD ESTATES** has no control on all the developments that may exist or take place in future whatsoever in adjoining property of the project.

SCHEDULE 'A' PROPERTY

Item No. I:

All that piece and parcel of the property bearing Survey No 4/1, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1321/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687508 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 1 Acre 23.4 Guntas, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the;

East by : Property bearing Sy.No.4/2

West by : Road,

North by : Property bearing Sy.No.4/2, 5, 6 & 27

South by : Property bearing Sy.No.4/4

Item No. II

All that piece and parcel of the property bearing Survey No 4/2, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1325/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687509 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 1 Acre 2.4 Guntas with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the;

East by : Property bearing Sy.No.4/3

West by : Road and Sy.No.4/1, 27, 28,

North by : Property bearing Sy.No.30

South by : Property bearing Sy.No.4/4

Item No. III

All that piece and parcel of the property bearing Survey No 4/3, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 31/05/2024, registered as document No. 1324/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 08.08.2024 bearing No: 687512 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 2 Acre 3 Guntas, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the;

East by : Road Property bearing Sy.No.4/4
 West by : Property bearing Sy.No.4/2
 North by : Property bearing Sy.No.30, 34
 South by : Property bearing Sy.No.4/4

Item No. IV

All that piece and parcel of the property bearing Survey No 4/4, the said property is acquired by the Vendor herein through the Registered Sale Deed dated 16/05/2024, registered as document No. 958/2024-25, registered before the office of the Sub-Registrar Bidarahalli, Bangalore, and converted from agricultural to no agricultural residential purpose vide official memorandum dated: 05.10.2024 bearing No: 700076 issued by the Deputy Commissioner Bangalore District) situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore measuring about 4 Acre 15.8 Guntas, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the;

East by : Property bearing Sy.No.4/5 land
 West by : Road and Halla
 North by : Property bearing Sy.No.35 & 4/1, 4/2, 4/3
 South by : Property bearing Sy.No.6

The Item Nos. I and II schedule properties in all measures 8 Acre 35 Guntas.

SCHEDULE 'B'

Areas	Area In Sq.Ft.	Area In Sq.Mtrs.
Carpet Area		
Outer Wall Area		
Balcony and Utility Area		
Total Built up Area		
Common Area		
Saleable Area		

together with _____ Sq.Mtrs or Sq.ft of undivided share in the land comprised in Schedule 'A' Property with one covered parking space including proportionate share in common areas such as passages, lifts, lobbies, staircase, etc., of multistoried residential building known as **"NEIGHBOURHOOD TREE PARK"** is bounded on

East by

West by

North by

South by

SCHEDULE 'C'
RIGHTS OF THE ALLOTTEE /S

The Allottee/s shall, in the course of ownership of Schedule 'B' Villa/Row House have the following rights:

- 1) The right to get constructed and own the Villa/Row House described in the Schedule 'B' above for residential purposes subject to the terms of this Agreement.
- 2) The right and liberty to the Allottee/s and all persons entitled, authorized or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;
- 3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'B' Villa/Row House from the other parts of the Building;
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'B' Villa/Row House through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the Allottee/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'B' Villa/Row House or for repairing, cleaning, maintaining or removing 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.
- 7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Promoter or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the Common Areas & Amenities in the Project" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'B' Villa/Row House without causing any obstruction for free movement therein.

SCHEDULE 'D'
OBLIGATIONS ON THE ALLOTTEE/S

- 1) Not to raise any construction in addition to that mentioned in Schedule 'B' above.
- 2) Not to use or permit the use of the Schedule 'B' Villa/Row House in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
- 3) Not to use the space in the land described in Schedule 'A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the Schedule 'B' Villa/Row House to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Villa/Row Houses in the Project".
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all Villa/Row House owners.
- 7) The Allottee/s shall have no objection whatsoever to the Promoter managing the building in Schedule 'A' Property by themselves or through a nominated agency and even after handing over the ownership of the common areas and the facilities to the association as soon as it is formed and pending formation of the same, the Promoter shall retain the same and the Allottee/s have given specific consent to this undertaking.
- 8) The Allottee/s shall become a Member of the Owners Association to be formed amongst the owners of Villa/Row Houses in the "Project" and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in the Project shall be done by Promoter/Promoter Appointed Agency till the expiry of the Defect Liability Period and the Allottee/s shall pay all common expenses and other expenses, taxes and outgoings in to the Promoter or the Maintenance Company engaged by the Promoter on Cost + 9 % overheads + 6 % Profit.
- 9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Villa/Row Houses in the "Project" proportionately. No Allottee/s of an Villa/Row House in the Project is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the Villa/Row House.
- 10) The Allottee/s shall use the Villa/Row House only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Allottee/s shall not use the Schedule 'B' Villa/Row House as serviced Villa/Row House or transit accommodation or let it out on temporary basis.
- 11) The Allottee/s shall not alter the elevations of the Villa/Row House building.
- 12) The Allottee/s shall from the date of possession, maintain the Villa/Row House at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said Villa/Row House and/or common passages, or the compound which may be against the rules and bye-laws of the Bangalore Development Authority or any other Authority. The Allottee/s shall keep the Villa/Row House, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the

parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Allottee/s shall promptly report to the Promoter/Maintenance Company/Association of Villa/Row House Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Villa/Row House and especially with regard to the external and common walls shared by the owners.

- 13) It is specific term and condition of this Agreement and of the rights to be created in favor of the prospective buyers of the Villa/Row Houses in **“the Project”** that:
- a) the name of the owner and/or Villa/Row House number shall be put in standardized letters and coloring only at the spaces designated by the Promoter in the entrance lobby and at the entrance door of the particular Villa/Row House but at no other place in the building and the number allotted to any Villa/Row House shall not be altered.
 - b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the Villa/Row House.
 - c) the Allottee/s shall not alter the color scheme of the exterior of the building or of the exterior lobby wall of the said Villa/Row House though the Allottee/s shall be entitled to select and carry out any decoration/painting of the interior of the said Villa/Row House.
 - d) the Allottee/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of “the Project” which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Promoter. The Allottee/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration.
- 14) The Allottee/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Promoter for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.
- 15) As the Allottee/s will be one of the owners of the Villa/Row Houses in the “Project” the Allottee/s shall be entitled to use in common with the all the other buyers/ owners in the “Project”, the common areas and facilities listed below:
- a) driveways, roads, passages, entry and exits;
 - b) entrance lobby, staircase and corridors in Villa/Row House towers;
 - c) elevators, pumps, generators;
 - d) open Spaces, common gardens, parks;
 - e) facilities in club house including the swimming pool/s;
 - f) any/all other Common Areas and Amenities in the Project”;
- 16) The Allottee/s shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Villa/Row Houses in the development by:
- a. Making any alterations in the elevation or both faces of external doors and windows of the Villa/Row House/parking space to be acquired by Allottee/s which in the opinion of the Promoter or the Owners Association or Seller differ from the scheme of the building.
 - b. Closing the lobbies, stairways, passages and parking spaces and other common areas;

- c. making any structural alterations inside the Villa/Row House or making any fresh openings;
 - d. Defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the Project.
 - e. Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f. Installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g. Using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h. Bringing inside or park in the Schedule 'A' Property any lorry or any heavy vehicles without the prior approval of the Promoter/Maintenance Company/Association of Owners.
 - i. Using the Villa/Row House or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j. draping clothes in the balconies and other places of building;
 - k. Entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.
 - l. Throwing any rubbish or garbage other than in the dustbin/s provided in the property.
 - m. Undertaking any interior decoration work or additions, alterations inside the Villa/Row House involving structural changes without prior consent in writing of the Promoter/Maintenance Company/ Owner Association.
 - n. Creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in the Project”.
 - o. Refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of Common Amenities in the Project.
 - p. Trespass into other residential buildings in the Project or misuse the facilities provided for common use.
- 17) The use of the club house, swimming pool and other facilities by the Allottee/s during tenure of membership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 18) The Allottee/s shall park vehicles only in the parking space/area specifically acquired by the Allottee/s and earmarked for the exclusive use of the Allottee/s.
- 19) The Allottee/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Allottee/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Promoter or Agency maintaining the Common Areas & Amenities in the Project or by the Owners Association.
- 20) The Allottee/s shall keep all the pets confined within the Schedule 'B' Villa/Row House and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 21) The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Villa/Row House Building in common with the other Villa/Row House Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to

share with the other Villa/Row House Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Villa/Row House Owner in the Building.

- 22) The Allottee/s shall permit the Promoter and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Villa/Row House/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Villa/Row House and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Villa/Row House/Parking space or other common areas of the building or to the occupiers of such Villa/Row House/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 23) The Allottee/s in the event of leasing the Schedule 'B' Villa/Row House shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'B' Villa/Row House and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities and the Allottee/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee/s contained herein shall be that of the Allottee/s and it shall be the responsibility of the Allottee/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project.
- 24) The Allottee/s shall be liable to pay to Promoter/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
 - a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas, including the cost of AMC's for these equipment, replacement of fittings and provision of consumables of all common areas and places;
 - b. All taxes payable, service charges and all other incidental expenses in general.
 - c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipment, machinery such as generators, elevators, pumps, motors etc.

ANNEXURE-I (STATUTORY AND OTHER CHARGES):

[TO BE PAID AS PER DEMAND ALONG WITH THE RESPECTIVE INSTALLMENTS OTHER THAN SALE CONSIDERATION OF THE VILLA/ROW HOUSE]:

1)	GST & Statutory payments	As per the prevailing, applicable laws and rules along with each installment of sale consideration.
2)	Stamp duty for Agreements	At Actuals to be borne by the Allottee/s
3)	Registration charges and Stamp Duty charges as applicable on the day of registration	At Actuals (to be paid before Registration)
4)	Maintenance Charges for 12months	Rs.2/- (Rupees Three Only) per Sq. ft. per month on Super Built-Up Area of the Villa/Row House (exclusive of GST), to be paid for a period of 6 months computed from 15th day of intimation of completion of Villa/Row House. This is towards Maintenance of Security, House Keeping and Electricity in common Areas, DG Back up, Water, Running of STP, and Solid Waste Converter. After the expiry of 6 months, maintenance charges to be paid as per the Demand by the Promoter/Owners Association as the case may be.
5)	Corpus Fund	After formation of owner's association.
6)	Expenses towards BWSSB Water Supply & Sanitary connection	As and when the BWSSB demands the necessary charges, deposits towards water supply line cost, sanitary point charges, UGD line cost, GBWASP charges/Beneficiary capital contribution charges, prorate charges, cost of bulk flow meter, water meter cost and any other deposits/ charges for providing water supply & sanitary connection to the project has to be paid by the Allottee/s in proportion of the Super built-up area of their Villa/Row House.
7)	legal, documentation charges & other miscellaneous expenses during registration of Sale Deed.	Rs.1,00,000/- (Rupees One Lakh only) Plus applicable Taxes to be paid during registration.
8)	Individual Villa Khata bifurcation and charges in customers name after registration.	Rs.50,000/- (Rupees Twenty-Five Thousand only) Plus applicable Taxes.

ANNEXURE II

[PAYMENT PLAN FOR SALE CONSIDERATION OF SCHEDULE 'B' APARTMEENT]

PAYMENT PLAN		
Sl.	INSTALMENT DUE STAGE	Percentage Due
1	As Booking Advance	10%
2	At the time of Agreement	10%
3	On Completion of Foundation & Plinth	10%
4	On Completion of First Slab	10%
5	On Completion of Second Slab	10%

6	On Completion of Third Slab	10%
7	On Completion of Wall Work	20%
8	On Completion of Plastering	15%
9	Balance against Registration	5%

ANNEXURE III (SPECIFICATIONS)

SPECIFICATIONS FOR LAYOUT:

- a) Formation of Roads and asphaltting of Roads.
- b) Storm water drain,
- c) Water supply lines,
- d) Sewerage facilities,
- e) Electricity lines,
- f) Construction of Row Houses/Villas and all around compound

SPECIFICATION FOR THE ROW HOUSES/VILLAS :

- 1. Structure:** RCC framed Structure with Brick Masonary walls of 6 inches external & 4 inches for Internal thickness.
- 2. Paintings:** Internal walls: One coat of primer and two coats of tractor Emulsion
External walls: One coat of primer and two coats of Renova/Apex paint
- 3. Doors:**
Main door -Engineered wood frame and Engineered wood panelled door shutter with polish, designer hardware with Lock
Other doors – Engineered wood frame and Engineered wood panelled door shutter
- 4. Windows** – UPVC.
- 5. Staircase**-MS grills.
- 6. Flooring:** Vitrified flooring in Entrance lobby, Living / Dining room, and Family room in Bedrooms, Ceramic/vitrified tiles flooring in Master bedroom. Antiskid Ceramic/vitrified tiles in Balconies & Utility, ceramic tiles in Toilets,
- 7. Toilets:** CBR Toilets with Sparkling White Washbasin and Water Closet.
- 8. Flushing System:** flush valve with flush button
- 9. Sanitary:** All fittings are chrome plated with ISI mark and Fixtures.
- 10. Kitchen:** Water provision & Nani Trap
- 11. Electrical:**

Electrical Switches: Roma or equivalent brand

Electrical Fittings: Provision of plug points for Refrigerator, TV, Geysers, Exhaust fan etc., and wherever necessary

Power Supply: 3 KVA Per unit

12. Telephone: Broadband line to all the Units.

13. Television: Provision of TV plug point in each bedroom/living / entertainment zone

14. Generator: for Common area and 4 lights and 4 fans per Row Houses/Villas.

ADDITIONAL VALUE FACILITIES / EXCLUSIVES

- Environment friendly Sewage Treatment Plant.
- Rain Water Harvesting.
- Daily needs Corner / Concierge.
- Round the clock security with monitoring system at entrance gate.
- Door Lock for main door.
- Garbage collection system and Disposal.

Other Amenities such as Children Play Area, Gymnasium, Swimming pool, Party hall/Yoga/Meditation hall & Club house.

Note : The promoter will complete flat with all fitting & fixtures, final painting as written in **ANNEXURE III (SPECIFICATIONS)** and handover flat to customer after registration.

ANNEXURE IV

COMMON AMENITIES AND FACILITIES OF THE PROJECT

Security:

- Round-the-clock security system.
- Surveillance cameras at the main security and entrance of each block.

WTP & STP:

- Softened water made available through an exclusive water treatment plant.
- Sewage treatment plant of adequate capacity as per norms will be provided inside the project, treated sewage water will be used for the landscaping / flushing purpose.

Amenities:

- Swimming Adult & Kids pool, pool deck area, Club House & Gym, Indoor Badminton court, Children's play area, Half basket court, Cricket practice pitch, Security kiosk, seating/party lawn, Jogging track, Interactive zone, Mini Theater, Yoga Deck, Party Hall, Maze Garden.

UNIT PLAN annexed to this Agreement as ANNEXURE V

IN WITNESS WHEREOF , the parties to this deed have set their hands to this AGREEMENT OF SALE on the DAY, MONTH AND YEAR as first mentioned above.

WITNESS: -:

PROMOTER/ S

1. Signature:

For NEIGHBOURHOOD ESTATES

Name:

Represented by its Partners

Address:

ALLOTTEE/ S

2. Signature:

Name:

Address: