

AGREEMENT TO SELL

This Agreement to Sell is executed on this _____ day of _____, Two Thousand Twenty Five (___/___/2025), at Bengaluru:

By and Between

1. **MR. BHAKTHAVATSALA (AADHAAR No.4128 6597 7954) (PAN AEAPB5503R)**, aged about 65 years, son of Late Mr. T Krishna Reddy, hereinafter referred to as the **“FIRST PARTY”**
2. **MRS. SRINIVASA REDDY PRATHIBA (AADHAAR No. 5624 0707 5566) (PAN AJFPR9291L)**, aged about 56 years, wife of Mr. Bhakthavatsala, hereinafter referred to as the **“SECOND PARTY”**
3. **MS. ROOPALI (AADHAAR No.9764 0022 1115) (PAN: BAQPR4657D)**, aged about 34 years, daughter of Mr. Bhakthavatsala, hereinafter referred to as the **“THIRD PARTY”**
4. **MR. DHRUVA RAKSHAN (AADHAAR No.3302 6867 6622) (PAN: GHXPD6999F)**, aged about 26 years, son of Mr. Bhakthavatsala, hereinafter referred to as the **“FOURTH PARTY”**

All are residing at No.174, Sarakki Village, J.P. Nagar 1st Phase, Bangalore- 560078, the FIRST, SECOND, THIRD AND FOURTH PARTY are hereinafter jointly referred to as the **“SELLERS NO.1”** which term wherever the context permits or requires shall mean and include their respective heirs, successors, assigns, administrators and legal representatives of the FIRST PART.

5. **MR. DAYANIDHI (AADHAAR NO.3640 9840 8463) (PAN: AEVPD5948R)**, aged about 60 years, son of Late Mr. T Krishna Reddy, hereinafter referred to as the **“FIFTH PARTY”**
6. **MRS. SANDHYA H (AADHAAR No.3426 1651 7140) (PAN: AAEPH7664P)**, aged about 49 Years, wife of Mr. Dayanidhi, hereinafter referred to as the **“SIXTH PARTY”**
7. **Ms. KRISHNASHREE, (AADHAAR NO.8820 8749 7716) (PAN: HDPPK9637C)**, aged about 27 Years, daughter of Mr. Dayanidhi, hereinafter referred to as the **“SEVENTH PARTY”**
8. **Ms. NITHYASHREE (AADHAAR No. 2511 4732 9666) (PAN: GRBPD7951M)**, aged about 23 years, daughter of Mr. Dayanidhi, hereinafter referred to as the **“EIGHTH PARTY”**

The FIFTH, SIXTH, SEVENTH AND EIGHTH PARTY herein are all residing at No.174, Sarakki Village, J.P. Nagar 1st Phase, Bangalore- 560078 and hereinafter jointly referred to as the **“SELLERS NO.2”** which term wherever the context permits or requires shall mean and include their respective heirs, successors, assigns, administrators and legal representatives of the SECOND PART.

9. **MRS. S K GAYATHRI (AADHAAR No. 2863 7896 4852) (PAN : AOWPG7533C)**, aged about 62 years, daughter of Late Mr. T Krishna Reddy, wife of Mr. H S Gopinath Reddy, coparcener of the Hindu Joint Family of T Krishna Reddy, residing at No.1138, 14th Main, 21st Cross, HSR Layout, Sector-3, Bangalore -560102, hereinafter referred to as the “**SELLER NO.3**”, which term wherever the context permits or requires shall mean and include their respective heirs, successors, assigns, administrators and legal representatives of the **THIRD PART**;

With the Sellers jointly referred to as the “SELLERS” wherever required in this Agreement, represented by their General Power of Attorney Holder M/s VAISHNAVI AT-ONE INFRASTRUCTURE LLP, (duly authorized in this behalf), vide GPA dated 14/02/2024 registered as document No.BSK-4-00591-2023-24 stored in Central Data Base registered in the office of the or Sub-Registrar, Basavanagudi (Banashankari) Bangalore, in turn represented by its Authorised signatory Mr._____,.

AND

PROMOTER:

M/s VAISHNAVI AT-ONE INFRASTRUCTURE LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office situated at No.37, Vaishnavi classic, Kasturba Cross Road, Bangalore- 560 001, represented by its Authorised signatory Mr._____(duly authorized in this behalf), hereinafter called the “**PROMOTER**”, which expression wherever the context so requires shall mean and include all its successors and assigns etc., **OF THE SECOND PART (PAN: AATFV4523A)**

AND

I. PURCHASER/ALLOTTEE:

Mr./Mrs./Ms._____ (AADHAAR No._____) (PAN:_____), aged about ____ years, son/wife/daughter of _____, residing at _____ hereinafter referred to as the “**PURCHASER/ALLOTTEE**”, which term wherever the context permits or requires, shall mean and include his/her heirs, legal representatives, administrators, executors and assigns etc., **OF THE OTHER PART**;

OR

M/s._____, a partnership firm incorporated under the Partnership Act, 1932, having its office at _____, represented by its partner, Mr._____ (duly authorised in this behalf), hereinafter referred to as the “**PURCHASER/ALLOTTEE**”, which term wherever the context permits or requires, shall mean and include the firm as constituted this day and as may be reconstituted from time to time, its successors and assigns **OF THE OTHER PART**; (PAN:_____)

OR

M/s._____, a limited liability partnership incorporated under the Limited Liability Act, 2008, having its office at _____, represented by its designated partner, Mr._____ (duly authorised in this behalf), hereinafter referred to as the “**PURCHASER/ALLOTTEE**”, which term wherever the context permits or requires, shall mean and include the limited liability partnership as constituted this day and as may be reconstituted from time to time, its successors and assigns **OF THE OTHER PART**; (PAN:_____)

OR

_____ PVT. LTD., (PAN: _____, GST: _____ TAN No. _____), a company incorporated under the Companies Act, 1956/2013, having its Registered Office at: _____, represented herein by its Authorized Signatory Mr. _____ (AADHAAR NO. _____) hereinafter called the "PURCHASER/ALLOTTEE" which expression wherever it so requires shall mean and include all its successors and assigns etc., OF THE OTHER PART:

with "the **"Developer/Promoter"** and **"Purchaser/Allottee"** are hereinafter individually referred to as **"Party"** and collectively as **"Parties"** wherever the context may require or permit in this Agreement.

The Owner, Promoter and Purchaser/Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually referred to as the as a **"Owner, Promoter and Allottee/s** as the case may be.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below -

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **"Agreement"** shall mean this agreement to sell the Schedule "B" Property and construction of the Schedule "C" Apartment, including the schedules and annexes hereto, as may be amended from time to time.
- (c) **"Applicable Law"** means all laws, statutes, regulations, codes, bye- laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies, and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified or reenacted from time-to-time hereafter.
- (d) **"Appropriate Government"** means the State Government of Karnataka.
- (e) **"Apartment Owners"** shall mean any owners of the individual Apartments in the Project.
- (f) **"Association or Association of Apartment Owners or Owners Association"** shall all mean the same, being the Association of Apartment Owners to be formed by the Promoter, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972.
- (g) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider appointed for maintenance of the Common Areas and Common Amenities and Facilities in the Project.
- (h) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in terms of Annexure-1 hereto, each of which individually also being referred to as

Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.

- (i) **“Completion Period”** shall mean the 20/06/2030 period prescribed for completion of the Residential Apartment Buildings known as “Vaishnavi At-One Krishna Brindavan” or such extended time as provided, before which the Promoter would have applied for and secured the Occupancy Certificate for the Residential Apartment Buildings comprised in the Project.
- (j) **“Carpet Area”** shall mean the net useable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (k) **“Commencement Certificate”** shall mean license and plan sanctioned by the Bruhat Bengaluru Mahanagara Palike for construction of the Residential Apartment Buildings, viz., “Vaishnavi AT-One Krishna Brindavan” comprised in the Project.
- (l) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or Owners Association to be followed by all the owners/occupiers of the apartments in the Project.
- (m) **“Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure-4 hereto the Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association to be followed by all the owners/occupiers of the Apartments.
- (n) **“Deed of Declaration”** shall mean the deed of declaration to be executed by the Promoter to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972.
- (o) **“Family Members”** shall mean father, mother, brother, sister, son, daughter and wife as specified under The Karnataka Stamp Act, 1957.
- (p) **“Force Majeure”** shall mean the occurrence of one or more of the following events:
 - i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) epidemic or pandemic
 - viii) any other calamity caused by nature.

- (q) **“Interest”** means the rate of interest payable by the Promoter or the Purchaser/s/Allottee/s, as the case may be in terms of this Agreement which is to be calculated as per the Rule 16 of the Karnataka Real Estate (Regulation and Development) Rules, 2017.
- (r) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company Ltd., (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;
- (s) **“Limited Common Area”** shall mean the Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the Apartment owners in the Project such as private terrace as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.
- (t) **“Occupancy Certificate”** means the occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Residential Apartment Buildings, viz., “Vaishnavi AT- One Krishna Brindavan” comprised in the Project or any of the block/s of building therein and pursuant thereto permitting occupation of such block/s of building for which the occupation certificate is issued.
- (u) **“Other Costs/Charges and Expenses”** shall mean the expenses involved in carrying out the assessment of tax and allotment of khata sub numbers in respect of all residential apartments, all statutory charges, taxes, fees, BESCOM and BWSSB deposits, advance maintenance charges, GST and any future taxes levied by any Government Authority, towards clubhouse membership, expenses incurred for the formation of the association of the allottees, legal fee, which amounts the Purchaser/s /Allottee/s is/are required to pay in addition to the Sale Consideration.
- (v) **“Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement.
- (w) **“Payment Plan”** shall mean the payments of instalments payable by Purchaser/s/Allottee/s under Annexure-1 hereto. Each of which individually also being referred to as Payment Plan and collectively also referred to as Payment Plan.
- (x) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act.
- (y) **“Plan” or “Sanctioned Plan”** shall mean the building plan, which is approved by the Local Authority prior to start of the Project.

- (z) **Project**” shall refer to the Residential Apartment Buildings named “Vaishnavi AT-One Krishna Brindavan,” being developed by the Seller/ Promoter on the Schedule ‘A’ Property
- (aa) **“The Project Account”** shall mean the Account No. 777705919210 opened in ICICI Bank, Residency Road Branch, Bangalore standing in the name of the Promoter.
- (bb) **“Purchaser/s/Allottee/s Car Park/s”** shall mean the car parking spaces space/s allotted to the Purchaser/Allottee/s for his/her/their exclusive use so long as the Purchaser/s/Allottee/s own/s and occupy/ies the Schedule “C” Apartment or by any of the occupiers of the Schedule “C” Apartment under the authority or agreement with the Purchaser/s/Allottee/s herein.
- (cc) **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017
- (dd) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (ee) **“Sale Deed”** shall mean the deed of sale to be executed by the Promoter, for legal conveying the absolute right, title and interest in the Schedule “B” Property and the Schedule “C” Apartment on the terms and conditions contained therein under the Scheme;
- (ff) **“Section”** means a section of the Act.
- (gg) **“Schedule “A” Property”** shall mean the land on which the Project is being developed by the Promoter and more fully described in the Schedule “A” hereto.
- (hh) **“Schedule “B” Property”** is the undivided share of the land described in Schedule “A” corresponding to the Schedule “C” Apartment and more fully set out in the Schedule “B” hereto
- (ii) **“Schedule “C” Apartment”** is the apartment which is being constructed under the Scheme by the Promoter for the Purchaser/s/Allottee/s and more fully described in the Schedule “C” hereto.
- (jj) **“Statutory Payments”** shall all mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time and any other statutory charges and regulatory payments and charges which will be payable by the Purchaser/s/Allottee/s in addition to the Sale Consideration, Cost of Construction and Other Costs Charges and Expenses, under this Agreement.
- (kk) **“Super Built- Up Area”** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies, utility and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project.

WHEREAS:

- A. Whereas the Owners No.1, 2 and 3 are the co-owners of the vacant undeveloped residentially converted land measuring an extent of about 2,14,533 sq. ft., (4 Acre 37 Guntas) comprised in Sy.No.59, Jaraganahalli Village, Uttarahalli Hobli, Bangalore South Taluk duly converted vide Official Memorandum dated 08.05.1997 bearing No. ALN:SR(S):373/1996-97 issued by the Special Deputy Commissioner, Bangalore District , now bearing Municipal New No.1 and assigned PID No.56-280-1 by the BBMP , situated at Umarbagh Layout, Bangalore, which is more particularly described in the Schedule hereunder and hereinafter referred to as the **“Schedule A Property”**.
- B. Whereas, the Schedule A Property is earmarked under the Mutation corridor under the Comprehensive Development Plan 2015 published by the Bangalore Development Authority (BDA) which is in force as on date and is therefore capable of being developed into a residential project;
- C. Whereas, the Schedule A Property is now coming under the jurisdiction of the Bruhat Bangalore Mahanagara Palike (BBMP) and has allotted Municipal No.1 and assigned PID No.56-280-1 by the Bruhat Bengaluru Mahanagara Palike as evidenced by the Khata Endorsement dated: 04/05/2022 bearing No. DA/W-180/KTR/159/21/22 issued by the Assistant Revenue Officer, Banashankari Range, BBMP subsequently an EPID No. 7028214064 was assigned;
- D. The Owners and Promoter have entered into the Joint Development Agreement (‘JDA’) dated 14/02/2024 registered as document No.BSK-1-14444-2023-24 of Book 1 stored in the Central Data Base registered in the office of the Sub-Registrar, Basavanagudi (Banashankari) for the development of the Schedule A Property. As per terms of the said JDA, the Promoter shall develop the Schedule A Property into residential development and on such development, the Owners have agreed to share 35% revenue from the sale of the total super built-up area in the form of built-up areas, and the proportionate share of allotment of car parking spaces and balance 65% of revenue from the sale of the total super built-up area together with proportionate share of allotment of car parking spaces in the development to the Promoter. Pursuant to the said JDA, the Owners have authorised the Promoter to sell and dispose of the apartment and such other powers related to the development of the Schedule A Property under the Power of Attorney dated 14/02/2024 registered as document No.BSK-4-00591-2023-24 stored in Central Data Base registered in the office of the or Sub-Registrar, Basavanagudi (Banashankari).
- E. The Promoter herein has formulated a Scheme for developing the Schedule “A” Property into residential project comprising of Two towers. The development shall be known as **“Vaishnavi AT-One Krishna Brindavan”** hereinafter referred to as the PROJECT with internal roads, amenities and facilities including Clubhouse and Swimming Pool.
- F. And the Promoter has secured Building Construction Plans from the Bruhat Bengaluru Mahanagara Palike, Bangalore, vide LPNo: BBMP/Addl. Dir/ JD SOUTH/ 0045/24-25, dated 01.09.2025 for construction of Residential Apartment Buildings, known as **“Vaishnavi AT-One Krishna Brindavan”**. Changes to the Building Construction Plans, as necessitated, will be obtained to meet the scheme of development. The project is consisting of following towers:-

Towers	No. floors
Tower -A	1Basement, Ground Floor and 32 upper floors
Tower -B	1 Basement, Ground Floor and 31 upper floors

- G. The Promoter has registered the Project for construction of Residential Apartment

Buildings known as “Vaishnavi **AT-One** Krishna Brindavan,” under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru on with registration no **PRM/KA/RERA/.....**

- H. The Promoter has evolved a scheme of ownership of Residential Apartments in the Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the Project is required to purchase the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property and get the Schedule 'C' apartment constructed through the Promoter. Upon sale in overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in the Project.
- I. The Purchaser/s/Allottee/s herein after due verification and scrutiny, being satisfied with the title of the Owners to Schedule 'A' Property and with the scheme propounded by Promoter and sanctions obtained by them, is/are interested in joining the scheme aforesaid.
- J. The Purchaser/s/Allottee/s applied for an Apartment in the Project vide Application/Booking Form - dated____ and has been allotted Apartment No.____ vide Allotment Letter - __, dated __, having Carpet Area measuring ____ Sq. mts./ ____ Sq. Ft., type____, on _____Floor in ____Tower along with Covered Car Parking Space in the Basement/Ground/First / 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. The Floor Plan of the apartment is annexed hereto and marked as “**Annexure- 3**” to this Agreement.
- K. The Purchaser/s/Allottee/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and Disclosures made by Promoter and contained herein. The Purchaser/s/Allottee/s is/are aware and consented that the Common Areas and Common Amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project.
- L. WHEREAS 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.
- M. WHEREAS 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 agree to sell and the Purchaser/s/Allottee/s hereby agree/s to purchase the Property specified in para above.

- N. WHEREAS the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
- O. WHEREAS the Promoter has offered to sell the Schedule 'B' Property and construct for the Purchaser/s/Allottee/s and deliver the Schedule 'C' Apartment free from all encumbrances and the Purchaser/s/Allottee/s accepted the said offer and agreed to purchase the Schedule 'B' Property and get it constructed and own the Schedule 'C' Apartment free from all encumbrances for the consideration mentioned herein. The Promoter through Power of Attorney has agreed to convey the Schedule 'B' Property and the Schedule 'C' Property subject to Purchaser/s/Allottee/s complying with the terms and conditions of this Agreement and making payment to the Promoter all the amounts detailed in this Agreement.
- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- Q. 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;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter through Power of Attorney hereby agrees to sell the Schedule 'B' Property and construct and deliver the Schedule 'C' Apartment to the Purchaser/s/Allottee/s and the Purchaser/Allottee hereby agrees to purchase Schedule 'B' Property and get Schedule 'C' Apartment constructed and own the Apartment with covered parking as specified in the Schedule herein.

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 Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s hereby agree/s to purchase from the Seller/ Promoter, the Schedule 'B' and Schedule 'C' Apartment.
- 1.2 The Total Price for the Schedule 'B' Property and Schedule 'C'.....is **Rs/-** (RupeesOnly) ("Total Price")
- 1.3 The break-up and description of the ("Total Price") is as follows and more fully set out in the Payment Plan attached as **Annexure – 1** hereto:
- (i) The Total Price above includes the booking amount paid by the Purchaser/s/Allottee/s to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the

Promoter by way of 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 Purchaser/s/Allottee/s on or before handing over the possession of the apartment to the Purchaser/s/Allottee/s, 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 Purchaser/s/Allottee/s 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 date of completion of the Project or any extension thereof 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 Purchaser/s/Allottee/s. If the expiry of the scheduled date of completion is due to force majeure or delay on the part of the authorities in issuing any certificates even after the Promoter complying with all such requirements/fulfilling its obligations under the agreement, then Purchaser/Allottee shall be liable to pay increase in any kind of taxes/charges, if any.

- (iii) The Seller /Promoter shall periodically intimate in writing to the Purchaser/s/Allottee/s, the amount payable as stated in (i) above and payment milestone defined in Annexure 1. The Purchaser/Allottee shall make payment demanded by the Seller /Promoter within the time and in the manners specified therein. In addition, the Seller /Promoter shall provide to the Purchaser/s/Allottee/s 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 the Apartment includes land cost, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (v) In addition to the Total Price, the Purchaser/Allottee shall pay the deposits, and costs of obtaining electricity and water connection charges (BESCOM / BWSSB) to the Apartment, on demand.

- 1.4 The Total Price is escalation-free, save and except increases which the Purchaser/s/Allottee/s 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 Seller/ Promoter undertakes and agrees that while raising a demand for increase in development charges, cost/charges imposed by the competent authorities, the Seller/ Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s/Allottee/s, 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 Purchaser/s. If the expiry of the scheduled date of completion of the Project is due to force majeure or delay on the part of the authorities in issuing any certificates even after the Seller/ Promoter complying with all such requirements/ fulfilling its obligations under the Agreement, then the Purchaser/s/Allottee/s shall be liable to pay increase in any development charges or the cost/charges imposed by the competent authorities, even after the expiry of the scheduled date of completion of the Project or any extension in completion of the Project.

- 1.5 The Purchaser/s /Allottee/s shall make the payment as per the payment plan set out in Annexure 1 (“Payment Plan”) without any delay.
- 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 **Annexure-2 and Annexure-4** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, or building, as the case may be, without the previous written consent of the Purchaser/s/Allottee/s as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser/s/Allottee/s, 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 Purchaser/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 Purchaser/s/Allottee/s within sixty (60) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/s/Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, agreed to be sold to the Purchaser/s/Allottee/s, the Promoter shall demand that from the Purchaser/s/Allottee/s as per the next milestone of the Payment Plan as provided in Annexure-1, and the Purchaser/s/Allottee/s shall pay the same. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Purchaser/s Allottee/s adhering to the payment schedule and fulfilment to the conditions stated in the Agreement the Promoter agrees and acknowledges that, the Purchaser/s/Allottee/s shall have the right to the Apartment as mentioned below:
- (i) The Purchaser/s/Allottee/s shall have exclusive ownership of the Apartment subject to fulfillment of the conditions as stated in the agreement.
 - (ii) The Purchaser/s/Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s/Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s/Allottee/s shall use the Common Areas along with other owners/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 Owners after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) Subject to the Purchaser/s/ Allottee/s adhering to the safety norms prescribed by the Promoter, the Purchaser/s/Allottee/s have the right to visit the project site to assess the

extent of development of the project and his/her/their apartment without obstructing/interfering/hindering the progress and /or development being carried thereon. The Promoter is not liable for any accidents if any caused during such project visit on account of the Purchaser/s/ Allottee/s failing to adhere to the safety norms prescribed by the Promoter.

- 1.9 It is made clear by the Promoter and the Purchaser/s/Allottee/s agree that the Apartment along with allotted covered parking shall be treated as a single indivisible unit for all purposes. It is agreed by the Promoter that the Project is an independent, self-contained Project covering the said land comprised in the Schedule 'A' Property 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 Purchaser/s/Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s/Allottee/s of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/s /Allottee/s, which it has collected from the Purchaser/s/Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchaser/s/Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser/s /Allottee/s, 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 Purchaser/s/ Allottee/s have paid a sum of Rs. -----/- (Rupees ----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Purchaser/s/ Allottee/s hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Annexure 1**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Purchaser/s/Allottee/s delay in payment towards any amount for which is payable; he/she/they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser/s Allottee/s shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Annexure-1] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of the Promoter payable at Bengaluru.

- 2.2 As per Income Tax Act Section 194 IA, Tax Deduction at Source (TDS) as applicable on the Sale price above Rs. 50,00,000/- (Rupees Fifty Lakhs only), the Purchaser/s/Allottee/s shall be liable to deduct tax at source and remit the same into the account of the Central Government for each demand he/she/they pay to the Promoter. The Purchaser/s/Allottee/s shall compulsorily furnish certificate of deduction of tax in Form 16B to the Promoter within 30(thirty) days from the date of payment made to the Promoter or from the date of deduction whichever is earlier. This is a condition precedent before the execution of the sale deed in favor of the Purchaser/s/Allottee/s.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s understands and agrees that in the event of any failure on their 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 Purchaser/s/Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s/Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s /Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS OF THE ESSENCE:

The Seller/ Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority or any extension granted by the authority and towards handing over the Apartment to the Purchaser/s/Allottee/s and the common Areas to the Association of the Owners or the competent authority, as the case may be. However, the Purchaser/s /Allottee/s shall equally abide by the time schedule for payments whenever the construction milestone is completed/commenced and demand is raised by the Seller/Promotor for the payment. In case of any delay or failure by the Purchaser/s/Allottee/s to pay the demand amount within the prescribed time the Purchaser/s/Allottee/s shall be liable to pay the interest as prescribed under the Act and as per the rules framed therein. If the Purchaser/s/Allottee/s fails to pay the demand amount within the prescribed time, then he/she/they is/are not entitled to demand any compensation for delay in completion and possession of the Apartment as per the schedule.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/s /Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the state government or Statutory/Competent authorities 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. The Purchaser/s Allottee/s have been informed that the Promoter will not entertain any modification of the Apartment and accordingly the Purchaser/s Allottee/s undertake to not to seek any modification to the Apartment.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Purchaser/s/Allottee/s and the common areas to the Association of Owners or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or about 20/06/2030 or such extended date approved by RERA, Karnataka as provided under Section 6 of the Act, which is hereinafter referred to as Completion period, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, any legislation, order or rule or regulation made or issued by the Government or any other authority; or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or if any matters or issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become the subject of any suit/ writ before a competent court, or due to flood, other

natural disasters, war, insurrection, epidemic, pandemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Promoter 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 Purchaser/s/ Allottee/s agrees that the Seller/ Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s/Allottee/s agrees and confirms that, in the event it becomes impossible for the Seller/ Promoter to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Promoter shall refund to the Purchaser/s/ Allottee/s the entire amount received by the Seller/ Promoter from the allotment within 60 (sixty) days from that date simultaneous to the Purchaser executing and/or registering the necessary cancellation agreement as demanded by the Promoter. The Promoter shall intimate the Purchaser/s/ Allottee/s about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Purchaser/s/ Allottee/s, the Purchaser/s / Allottee/s agrees that he/she/they 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 The Purchaser/s /Allottee/s upon taking possession of the Schedule 'C' Apartment, shall be deemed to have accepted that the Schedule 'C' Apartment as fully completed in all respects as per the specifications and the Purchaser/s /Allottee/s shall not have any claim against the Promoter for any items of work in the Schedule 'C' Apartment which may be alleged as not carried out or completed by the Promoter.
- 7.3 **Procedure for taking possession** – The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser/s /Allottee/s in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. The Purchaser/Allottee/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 30(thirty) days from the date of final demand is raised. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s /Allottee/s shall be carried out by the Promoter within 3(three) months from the date of issue of occupancy certificate. The Seller/ Promoter agrees and undertakes to indemnify the Purchaser/s/Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller/ Promoter. The Purchaser/s/Allottee/s, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter or Association of Owners, as the case may be, after the issuance of the completion certificate for the Project. The Seller/ Promoter shall hand over the copy of the Occupancy Certificate of the Apartment building to the Purchaser/s at the time of conveyance of the same. The Purchaser/s/Allottee/s shall bear the cost of stamp duty and registration fee payable on this Agreement. The Purchaser/s/Allottee/s shall pay stamp duty, registration charges prevailing at the time of registration of the Sale Deed.
- 7.4 The Purchaser/s/Allottee/s shall be liable to bear and pay to the Promoter the following expenses within 30(thirty) days after notice by the Promoter to the effect that the Schedule 'C' Apartment is ready for use and occupation by the Purchaser/s/Allottee/s, irrespective of whether the Purchaser/s/Allottee/s takes possession or not:

- Applicable electricity and water demand charges.
- Property taxes in respect of the Schedule C Property.
- Maintenance charges of the common areas.

7.5 Failure of Purchaser/s/Allottee/s to take Possession of Apartment- Upon receiving a written intimation from the Promoter as per para 7.4, the Purchaser/s/Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Purchaser/s/Allottee/s. In case the Purchaser/s/Allottee/s fails to take possession within the time provided in para/clause 7.4, such Purchaser/s/Allottee/s shall continue to be liable to pay maintenance charges as specified in paras/clauses 7.4 & 7.5 and liable to pay the Holding charges at rate of Rs. ___/- (Rupees ___ Only) per sq. ft. on Super built up area of the Schedule 'C' Apartment and applicable GST. If the Purchaser/s/Allottee/s fails to pay the balance outstanding and take possession of the apartment inspite of reminder letters to pay the outstanding and take possession, the Seller/ Promotor shall have the right to terminate this agreement and refund the amount to the Purchaser after forfeiting Booking Amount and cancellation charges together with applicable statutory payments including GST within 60 (sixty) days of such cancellation simultaneous to the Purchaser executing and/or registering the necessary cancellation agreement as demanded by the Promoter .

7.6 Possession by the Purchaser/Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser/s/Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Owners or the competent authority, as the case may be, as per the local laws.

7.7 Cancellation by Purchaser/s/Allottee/s– The Purchaser/s/Allottee/s shall have the right to cancel/withdraw his/ her/ their allotment in the Project as provided in the Act. Provided that where the Purchaser/s/Allottee/s proposes to cancel/ withdraw from the Project without any fault of the Seller/ Promoter, the Seller/ Promoter herein is entitled to forfeit the Booking Amount along with applicable statutory payments/ cancellation charges paid for the allotment. The balance amount of the money paid by the Purchaser/s/ Allottee/s shall be returned by the Seller/ Promoter to the Purchaser/s/Allottee/s within 60 (sixty) days of such cancellation.

Compensation – The Promoter shall compensate the Purchaser/s/Allottee/s in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the completion date; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Seller/ Promoter shall be liable, on demand to the Purchaser/s/Allottee/s, in case the Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Seller/ Promotor in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 60 (sixty) days of it becoming due simultaneous to the Purchaser executing and/or registering the necessary cancellation agreement as demanded by the Promoter. Provided however:

- i) Such delay not being attributable to the reason/s mentioned in clauses above and delays by the Statutory authorities in issuing clearances with respect to the project despite the Promoter having complied with all such requirements, which prevents the Seller/ Promoter from discharging its obligations;
 - ii) The Purchaser/s/Allottee/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement.
- 7.8 Provided that where if the Purchaser/s/Allottee/s does not intend to withdraw from the Project, the Seller/ Promoter shall pay the Purchaser/s/Allottee/s interest at the rate prescribed in the Rules for every month of delay, only till the Seller/ Promoter intimate the Purchaser/s of handing over of the possession of the Apartment, which shall be paid by the Seller/Promoter to the Purchaser/s/Allottee/s within 60 (sixty) days of it becoming due.

8. LOAN:

- 8.1 If the Purchaser/s/Allottee/s is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the Purchaser/s/Allottee/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance institutions , housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- 8.2 The Purchaser/s/Allottee/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Promoter without any delay and in the manner mentioned in this agreement.
- 8.3 Notwithstanding whether the loan is obtained or not, the Purchaser/s/Allottee/s shall still be liable to pay to the Promoter on the due dates, the relevant installments and all other sums due under this Agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s/Allottee/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 8.4 If the Purchaser/s /Allottee/s fail/s to obtain the Loan for any reasons whatsoever, the Seller/ Promoter shall not in any way be liable to the Purchaser/s/Allottee/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 8.5 The Purchaser/s/Allottee/s shall indemnify and keep the Promoter, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s/Allottee/s as mentioned in this Agreement.
- 8.6 The Purchaser/s/Allottee/s agree/s that in case the Purchaser/Allottee/s opts for a loan arrangement with any financial institutions / banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s/Allottee/s shall be executed only upon the Promoter receiving "No Objection Certificate" from such financial institutions/banks from where the Seller/ Purchaser/s /Allottee/s has availed

financial assistance for development of the project.

- 8.7 The Purchaser/s/Allottee/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

9. DISCLOSURES:

- 9.1 The Purchaser/s/Allottee/s acknowledge/s and confirm/s that the Seller/ Promoter has fully disclosed to the Purchaser/s/Allottee/s as to the Promoter title and all approvals obtained by them for the development of the Project and the Purchaser/s/Allottee/s has/have reviewed all of them and after having understood the implication thereof has/have entered into this Agreement and the Purchaser/s/Allottee/s has/have agreed to all of the Disclosures and the Purchaser/s/Allottee/s, expressly grant/s its consent and no objection to the Promoter to undertake every action as per Disclosures.
- 9.2 The sale of Schedule 'B' Property is to enable the Purchaser/s/Allottee/s to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s/Allottee/s shall not raise any objections or prohibit in any manner to exercise the powers of the Promoter under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future.
- 9.3 The Common Amenities and Facilities and the Common Areas will be developed by Promoter in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- 9.4 That, the Common Areas of the Project are subject to modifications thereto depending upon the technical feasibility and for the betterment of the Project.
- 9.5 The Promoter have reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchaser/s/Allottee/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the Purchaser/Allottee/s that the Limited Common Areas will also be a part of Deed of Declaration.
- 9.6 The Purchaser/s/Allottee/s has/have no objection for the Promoter to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. In this regard that, the Promoter has availed financial facility from Lenders, _____. And in view thereof, the Promoter has deposited the documents of title, evidences, deeds and writings in respect of the land with Lenders who have provided no objection to the Promoter to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement would be released from the charge of if the Purchaser/s/Allottee/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.
- 9.7 The manufacturing materials such as ceramic /vitrified tiles, anodized/power coated aluminum, sanitary ware, etc are subject to colour variations and wrapping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Seller/ Promoter. The Seller/ Promoter would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, 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 an event, the Seller/ Promoter reserves the right to substitute

with equivalent/ alternative. The Developer would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminium, 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 an event, the Developer reserves the right to substitute with equivalent alternative.

10. TITLE & TITLE DEEDS:

- 10.1 The Purchaser/s/Allottee is/are provided with photo/soft copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Owners and the right of the Promoter to develop the Schedule 'A' Property has/have entered into this Agreement. The original title deeds of the Schedule 'A' Property will be handed over to the Apartment Owners Association on its formation in accordance with law and after completion of the building and the amenities in the project.
- 10.2 The Purchaser/s/Allottee/s has/have no objection for the Promoter to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Promoter alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Promoter agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s/Allottee/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

11. CONVEYANCE OF THE APARTMENT STAMP DUTY, REGISTRATION FEES, ETC.:

- 11.1 The Promoter releasing charge, on receipt of Total Price of the Apartment as per para 1.3 under this Agreement from the Purchaser/s /Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/s/Allottee/s subject to the Purchaser/s/Allottee/s complying with the payment of all the dues. However, in case the Purchaser/s/Allottee/s fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Purchaser/s/Allottee/s have 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 Purchaser/s/Allottee/s and in such event the Purchaser/s/Allottee/s is liable to pay the holding charges.

12. PROPERTY TAXES AND KHATA:

- 12.1 The Promoter will pay Municipal taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The Purchaser/s/Allottee shall be liable to pay the Municipal Taxes from the date intimation of possession of the Schedule 'C' Property.

- 12.2 The Purchaser/s/Allottee/s is/are entitled to secure Municipal Khata of Schedule 'C' Property on purchase at his/her/their cost from the jurisdictional municipal office and Promoter agrees to sign necessary consent letters.

13. REPRESENTATIONS AND WARRANTIES OF THE SELLERS:

The Promoter hereby represent and warrant to the Purchaser/s/Allottee/s as follows:

- (i) The Owners are the absolute owners of Schedule 'A' Property and have clear and marketable title with respect to the said Land comprised in the Schedule 'A' Property ; the requisite rights to carry out development 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) To the knowledge of the Owners/ Promoter, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (iv) There are no encumbrances save and except as disclosed upon the said Land or the Project.
- (v) To the knowledge of the Owners/Promoter 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 Owners/ Promoter in respect of the said Land and/or the Project (Schedule 'A' Property);

14. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/ALLOTTEE/S:

The Purchaser/s /Allottee/s acknowledge/s that the Promoter have entered into this Agreement and the Purchaser/s/Allottee/s agreed to purchase the Schedule 'B' Property, based on the representations and warranties set out below (the **"Purchaser/s/Allottee/s Warranties"**):

- i) The Purchaser/s /Allottee/s confirm/s that this Agreement upon execution, would constitute a legal, valid and binding agreement on the Purchaser/ s /Allottee/s;
- ii) The Purchaser/s/ Allottee/s has/have been furnished with scanned copies of all the title deeds, approvals and plans relating to Schedule 'A' Property and the Purchaser/s/Allottee/s after being satisfied with the title of the Owners/Promoter to the Schedule 'A' Property and the Owners'/Promoter's right to develop Schedule 'A' Property has entered into this Agreement;
- iii) The Purchaser/s /Allottee/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s /Allottee/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her own cost. The Purchaser/s/Allottee/s shall obtain

permission in writing from the Promoter to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.

- iv) The Purchaser/s /Allottee/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s/Allottee/s have approached the Promoter for acquiring the said Apartment.

15. RIGHTS OF THE PURCHASER/s/ALLOTTEE/s:

The Purchaser/s /Allottee/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment.
- (ii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof.
- (iii) The right of entry and passage for the Purchaser/s/Allottee/s and agents or workmen of the Purchaser/s/Allottee/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

16. OBLIGATIONS OF PURCHASER/ALLOTTEE:

- 16.1 The Purchaser/s /Allottee/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of the Project in the Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.
- 16.2 The Purchaser/s /Allottee/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse, swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Promoter until entire development in Schedule 'A' Property is completed and it is handed over to the Owners' Association on such completion.
- 16.3 The Purchaser/s /Allottee/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of the Association.
- 16.4 The Purchaser/s /Allottee/s is/are aware that the Promoter will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said law and the Purchaser/Allottee shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owners' Association by signing the required documents as called upon by the Promoter.

- (i) To pay within fifteen (15) days of demand by the Promoter his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
 - (ii) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Promoter would be rendering to the Purchaser/s/Allottee/s pursuant to this Agreement, shall also be borne by the Purchaser/s /Allottee/s and the Purchaser/s/Allottee/s will indemnify the Promoter of any instances of taxes on this Agreement, accruing in future.
- 16.5 The Purchaser/s/Allottee/s shall not after delivery of possession of Schedule 'C' Apartment, make any additions / deletions / modifications / changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the Apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, electric, water and sanitary connections other than what is provided for in the approved plans of Promoter..
- 16.6 All interior related works that the Purchaser/s /Allottee/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/Allottee by the Promoter. The Purchaser/s /Allottee/s shall carry out interior works only on weekdays and working hours during the day time between 9 A.M. and 6 P.M. The Promoter does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s/Allottee/s but originally carried out by the Promoter. The Promoter is not answerable for any thefts during the course of the interior works.
- 16.7 The Purchaser/s/Allottee/s will not object to the rights of the Promoter in allotting the covered/open car parking spaces for the Schedule 'C' Apartment in the Schedule 'A' Property. The decision of the Promoter in this regard shall be final and binding on the Purchaser/s/Allottee/s.

17. DEFECT LIABILITY:

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

- 17.2 Further, the Purchaser/s/Allottees shall not during such period change/ amend/ modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence/ omission / act / commission on the part of the Purchaser/s/Allottee/s/or others, is excluded from this clause and for which the Promoter is neither liable nor responsible.
- 17.3 The Promoter shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, , Separation cracks / gaps between nonhomogeneous building components, , reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. 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 damage caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Apartment.
- 17.4 The Promoter shall not be responsible for the equipment such as generator, motors, STP, WTP, swimming pool, transformers, gym equipment, sanitary, water and electrical fixtures, security cameras, lifts, etc., which will carry manufacturer's guarantees for a limited period and are excluded from Defect Liability. It shall always be the responsibility of the Owners Association to purchase AMC and up-keep this equipment's after the Promoter hands it over to the Association.
- 17.5 The Promoter shall not be responsible for any damages caused to any part of construction including plumbing, sanitary, electrical, hardware etc., or any other items of work during any interior works carried out by the Purchaser/s/Allottee/s or caused due to negligence of the Purchaser/s/Allottee/s or their agents.
- 17.6 If any defect or damage is found to have been caused due to the natural calamities or damages caused due to the act of neighbors /third parties or due to the negligence of the Purchaser/s/Allottee/s or Purchaser/s/Allottee/s agents or any structural defects caused or attributable due to the works carried out by the Purchaser/s/ Allottee/s including carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, storage of excess or heavy load or using the Schedule 'C' Apartment for other than the intended purposes or such other reasons attributable to the Purchaser/s/Allottees, then the Promoter shall not be liable for the same.

18. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter's maintenance agency / Association of Purchaser/s/Allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s/Allottee/s agree to permit the Association of Owners and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

19. MAINTENANCE OF THE BUILDING / APARTMENT PROJECT -

- 19.1 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 Owners or till expiry of one year from the date issuance of the completion certificate of the Project, whichever is earlier.
- 19.2 The Promoters, both before and after completion of development in the Schedule 'A' Property, have reserved the exclusive right, without any interference, to undertake maintenance and upkeep of common areas and roads and facilities in the Schedule 'A' Property, or entrust the same to its affiliate or any one or more Maintenance Company/ies of their choice for a period of 2 (two) year from the date of receipt of Occupancy Certificate. After the completion of 2 (two) year maintenance the project shall be handed over to the Association formed by the majority of owners in Schedule 'A' Property. Upon such entrustment, Owners Association shall take up any renewal of any licenses for the Project including Fire force from time to time. The Purchaser/s/Allottees in addition to the other obligations under this agreement shall also be liable to pay a sum of Rs. ____/-(Rupees ____ only) per sq. ft. per month on the Super Built up Area to Promoter in advance for 2 year maintenance payable at the time of possession of the apartment towards maintenance of common areas and facilities in **"Vaishnavi AT-One Krishna Brindavan"**.
- 19.3 The Purchaser/s/Allottees from the date of intimation of the of Schedule 'C' Apartment is ready for possession, shall be liable to pay for the common expenses/maintenance expenses to the Promoter or the Agency appointed by the Promoter.
- 19.4 The Purchaser/s/Allottees shall permit the Promoter and/or Maintenance Company and/or Association, as the-case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'C' Apartment 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 and other facilities etc., to the Schedule 'C' Apartment, in the event the Purchaser/s/Allottee/s has/have defaulted in paying their share of the water, electricity and other charges and common expenses.

20. CLUB HOUSE/ RECREATIONAL FACILITIES:

The Promoters are providing a Clubhouse for the use and enjoyment of all owners/occupants in Schedule 'A' Property, and Purchaser/s/Allottee/s shall be required to pay the prescribed amount towards the club facility charges/membership charges and utilise the facilities available in the Clubhouse according to the terms and conditions and payment of user charges as prescribed by Promoter or by Agency appointed by Promoter to run and manage the Club or by the Owners Association on its formation. Any tax liability arising out of this shall be borne by the Purchaser/s/Allottee/s.

- 20.1 It is clarified that non-completion or non-operation of Club or its facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Purchaser/s/Allottee/s shall take possession of the Schedule 'C' Apartment even if the Club and its facilities are not complete or non-operational.

21. OWNERS ASSOCIATION:

- 21.1 The Purchaser/s/Allottee/s hereby agree/s and undertake to become a member of the Association of Owners as and when formed by the Promoter and/or by the Purchaser/s/Allottees of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association bye-laws and all the rules and regulations of the said Association and proportionately share the expenses for running the Association and its activities referred to herein.
- 21.2 That on the Project being 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 regards to the Common Areas, 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.

22. ASSIGNMENT:

- 22.1 That during the 12 months of the execution of this Agreement, the Purchaser/Allottee/s shall not have power or authority to transfer or assign his/her/their right under this Agreement to anyone. After expiry of 12 months, the Promoter may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee 5% of the total consideration of the Apartment and applicable statutory payments of the consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties. The Promoter may grant such sanction, provided at the time of such assignment. Further in the event of such assignment, the Promoter shall not be liable to pay any compensation/damages payable by the Promoter under any of the terms and/or conditions of this Agreement. However, if Purchaser/s/Allottee/s transfers or assigns his/her/their right under this Agreement to anyone within the meaning of family members as defined herein in the definitions, then Purchaser/s/Allottee/s shall be liable to pay Rs. 15,000 /- (Rupees Fifteen Thousand only) towards the administrative charges with applicable taxes. At the time of assignment, if the Purchaser/Allottee had delayed or defaulted earlier payments, the applicable interest as per the act shall be payable by the Purchaser/Allottee before the assignment.

23. PAYMENT OF ELECTRICITY & WATER CHARGES

- The Purchaser/s/Allottee/s is aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM/other government authorities.
- 23.1 The Promoter shall endeavor to get the required quantum of HT/LT Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Promoter shall get the Power supply as sanctioned by the authorities and

the Purchaser/s/Allottees shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Promoter shall provide the Power supply to the Schedule “C” Unit/Apartment and the common areas through generator sets (DG) or any other alternative modes of power. The Purchaser/s/Allottees agrees to pay the charges for such power supplied through the generator sets as per the fuel consumed by the generator sets for the supply of such power or any fixed charges being charged by the Promoter for power supplied by other alternative mode of power, till the commissioning of the Power supply by BESCOM.

- 23.2 In case the water supply from the BWSSB or concerned authority is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers. The Promoter shall make provisions for supply of water through existing Bore wells, provided there is no restriction and subject to approval from the Government. In case sufficient water is not available from the bore well then, the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Purchaser/s/Allottee/s undertakes to pay for the same.
- 23.3 The Schedule “C” Unit/Apartment will be provided with electricity supply and water supply. The said supply/supplies are from the government agencies, the Purchaser/s/Allottees shall pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Schedule “C” Unit/Apartment is occupied by the Purchaser/s/Allottee/s and/or their tenants/permitted persons or not, the Purchaser/s/Allottee/s /Occupant shall be liable to pay the Promoter the minimum charges stipulated by it for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule “C” Unit/Apartment and will be restored on payment of all the arrears with interest claimed, if any. For water, there is no separate meter and is generally part of maintenance amount
- 23.4 The Promoter is not responsible for the quality of power supply from BESCOM and the quality of water supply by BWSSB, as aforesaid.
- 23.5 The Promoter is not responsible for “Electric Meter Transfer” to the Purchaser/s/Allottee/s and the same shall be undertaken by the Purchaser/s/Allottee/s.
- 23.6 **Electricity Consumption Deposit:**
- i) Temporary power will be provided by the Promoter to the apartments and the common areas till such time the permanent power is commissioned by BESCOM. The Purchaser/s/Allottee/s shall pay the charges fixed for the usage of power for Schedule C unit/apartment till permanent power is commissioned. In so far as the electricity charges for the electricity consumed in the common areas is concerned, the consumption charges towards the same will be adjusted from the maintenance corpus.
 - ii) Once the permanent power supply is commissioned and meters are fixed by BESCOM, the Purchaser/s/Allottee/s shall pay the consumption charges.

24. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the buildings, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s/Allottee/s 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 Owners formed by the Purchaser/s/Allottee/s for rendering maintenance services.

25. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

The Purchaser/s/Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/s/Allottee/s shall permit other Purchaser/s/Allottee/s with/without workmen with supervised access to enter in to the apartment at all reasonable times after notice for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment.

- 25.1 The Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/s/Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 25.2 The Purchaser/s/Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser/s/Allottee/s and/or maintenance agency appointed by association of Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

27. 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.

28. PROMOTER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After Promoter executes this Agreement, shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/Allottee/s who has taken or agreed to take such Apartment/Building. The Purchaser /s shall not have any objection for the same and hereby gives specific consent to the Banks / Financial Institutions to enable the Builder to raise the financial facility. If any mortgage or charge is created on the Apartment by the Promoter, it shall be the liability of the Seller/Promotor to discharge the mortgage or charge before the execution of the conveyance deed for the said Apartment.

29. THE KARNATAKA APARTMENT 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 Purchaser/s/Allottee/s that the Project in its entirety is in accordance with the provisions of the Karnataka Apartment 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 will be in compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

30. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Purchaser/s/Allottee/s within the time period specified or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or any extension thereof. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Sellers'/Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

30.2 In case of default by Promoter under the conditions listed above, Purchaser/s/Allottee/s is entitled to the following:

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

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

30.3 The Purchaser/s/Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/s/Allottee/s fails to make payments for Two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment, in favour of the Purchaser/s/Allottee/s and refund the money paid to him by the Purchaser/s/Allottee/s by deducting the booking amount, cancellation charges all outstanding amounts, Statutory payments and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Purchaser/s/Allottee/s about such termination at least thirty days prior to such termination.

30.4 The Purchaser/s/Allottee/s shall also have the right to cancel/withdraw his/her/their allotment in the Project. Provided that where the Purchaser/Allottee propose/s to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit booking amount and applicable statutory charges. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Promoter to the Purchaser/s/Allottee/s without interest within sixty days of such cancellation after deducting all outstanding amounts, including interest on delayed payments, taxes, sales commission, and brokerage paid if any.

- 30.5 In any of the above circumstances, there is no refund of any of the taxes paid by the Seller/ Promoter on behalf of the Purchaser/s/Allottee/s The Purchaser/s/Allottee/s can directly claim the same from the concerned department.

31. RIGHT TO REBUILD:

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area, then the Purchaser/s/Allottee/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However, if the area sanctioned is more/less, the Purchaser/Allottee will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

32. FIRST CHARGE:

The Promoter shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the Promoter under the terms of this Agreement and its Possession shall lie with the Promoter until all the payments are made to the Promoter by the Purchaser/s/Allottee/s under this Agreement.

33. NOT TO ALTER NAME:

The Purchaser/s/Allottee/s shall not alter or subscribe to the alteration of the name of the Project in Schedule 'A' Property and/or alter the names assigned to the Towers/Wings therein.

34. BINDING EFFECT:

Forwarding a draft of this Agreement to the Purchaser/s/Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s/Allottee/s until, firstly, the Purchaser/s/Allottee/s 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 Purchaser/s/Allottee/s. If the Purchaser/s/Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/Allottee/s then the Promoter shall serve a notice to the Purchaser/s/Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/s/Allottee/s, application of the Purchaser/s/Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/s/Allottee/s, the deduction as per the Price sheet without any interest or compensation whatsoever. ENTIRE AGREEMENT:

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

35. RIGHT TO AMEND:

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

**36. PROVISIONS OF
THIS AGREEMENT APPLICABLE ONPURCHASER/ALLOTTEE/s OR
SUBSEQUENT PURCHASER/s/ALLOTTEE/s:**

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

37. WAIVER NOT A LIMITATION TO ENFORCE:

37.1 The Promoter may, at its sole option and discretion, without prejudice to any of its rights as set out in this Agreement, waive the breach by the Purchaser/s/Allottee/s in not making payments as per the Payment Plan [Annexure 1] including waiving the payment of interest for delayed payment. Any such waiver shall not be construed to be a precedent or binding on the Promoter to such discretion on a repeated basis. Any waiver under this clause shall not be constructed to be a waiver of the Promoter's right to terminate this Agreement for any subsequent breach by the Purchaser/s/Allottee/s of his/her /their /its duties and obligations under this Agreement. It is made clear and so agreed by the Purchaser/s/Allottee/s that exercise of discretion by the Promoter in the case of one Purchaser/s/Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser/s/Allottee/s.

37.2 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.

38. 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.

**39. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser/Allottee/s has to make any payment, in common with other Purchaser/s/Allottee/s in Project, the same shall be the proportion which the carpet area or super built-up area of the Apartment bears to the total carpet area or super built-up area of all the Apartments in the Project.

40. 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.

41. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its POA Holder/authorized signatory at the Seller's/Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s/Allottee/s, in after the Agreement is duly executed by the Purchaser/Allottee and the Seller/ Promoter. Hence this Agreement shall be deemed to have been executed at Bengaluru.

42. NOTICES:

That all notices to be served on the Purchaser/s/Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s/Allottee/s or the Promoter by Registered Post/email/courier at their respective addresses specified in this Agreement.

It shall be the duty of the Purchaser/s/Allottee/s 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/email/courier failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser/s/Allottee/s, as the case may be.

43. JOINT PURCHASERS/ALLOTTEES:

That in case there are Joint Purchasers/Allottees all communications shall be sent by the Promoter to the Purchaser/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 Purchasers/Allottees.

44. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/s/Allottee/s, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be constructed to limit the rights and interest of the Purchaser/s/Allottee/s under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

45. 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 thereunder including other applicable laws of India for the time being in force.

46. 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.

47. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s/Allottee/s will remain the exclusive property of the Promoter until the Project is completed. The Purchaser/s/Allottee/s is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights vest with the Promoter and is the sole and exclusive property of the Promoter. The Promoter is entitled to use its logos, marks and other Intellectual Property Rights in any manner of its choosing in the Project, without any limitation, objection, or interference from the Purchaser/s/Allottee/s or any other persons.

48. DEFINITION AND INTERPRETATION:

Unless the context otherwise requires, the definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Rules;

49. RULES OF INTERPRETATION:

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following: -

49.1 Words importing one gender shall be construed as importing any other gender.

49.2 Words importing the singular include the plural and vice versa.

49.3 References to persons mean and include natural and artificial persons like bodies corporate and vice versa.

- 49.4 Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- 49.5 The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.
- 49.6 Unless the context otherwise requires, the words and context used herein and not defined, shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and the corresponding Karnataka Real Estate (Regulation and Development) Rules, 2017.

50. CUSTODY:

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s/Allottee/s and duplicate thereof with the Promoter.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASER/s/ALLOTTEE/s:**

PURCHASER/s/ALLOTTEE/s: No.1	
Signature:	Please affix photograph and sign across the photograph if photo is available.
PURCHASER/s/ALLOTTEE/s: No.2	
Signature:	Please affix photograph and sign across the photograph if photo is available

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

Signature: Name:
--

At Bengaluru on the date first above mentioned in the presence of:

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address

SCHEDULE

SCHEDULE 'A' PROPERTY

(Description of the land on which Vaishnavi AT-One Krishna Brindavan is being constructed)

All the piece and parcel of the vacant undeveloped residentially converted land measuring an extent of about 2,14,533 sq. ft., (4 Acre 37 Guntas) comprised in Sy.No.59, Jaraganahalli Village, Uttarahalli Hobli, Bangalore South Taluk duly converted vide Official Memorandum dated 08.05.1997 bearing No. ALN:SR(S):373/1996-97 issued by the Special Deputy Commissioner, Bangalore District, now bearing Municipal New No.1 and assigned PID No.56-280-1 by the BBMP, situated at Umarbagh Layout, Municipal Ward No.56 of Ganesh Mandir, Ring Road, Bangalore as per the Sketch attached in Annexure I to this Agreement and bounded on the:

East by		Road and thereafter remaining portion of Sy.No.59 of Jaraganahalli Village.
West by		Road and Property comprised in Sy.No.56 of Jaraganahalli Village.
North by		Property in comprised in Sy.No.60 of Jaraganahalli Village.
South by		Ring Road and property comprised in Sy. No.58 of Jaraganahalli Village

: SCHEDULE 'B' PROPERTY:
(UNDIVIDED INTEREST AGREED TO BE SOLD)

_____ **Sq.mts/** _____ **Sq. Feet** Undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

: SCHEDULE 'C' APARTMENT:
(DESCRIPTION OF APARTMENT AGREED TO BE CONSTRUCTED)

A (*please mention Configuration of the apartment*) Apartment bearing No.in **Floor** of **Tower- '...'/Wing- '...'** in the **Project viz., "VAISHNAVI AT-ONE KRISHNA BRINDAVAN"** constructed on Schedule 'A' Property and apartment having _____ **Sq. mts/** _____ **Sq. Ft.** of Carpet Area, _____ **Sq. mts/** _____ **Sq. Ft.** of Sit-out/Balcony/Deck, Utility & External Wall Area and _____ **Sq. mts/** _____ **Sq. Ft.** of proportionate share in common areas such as, lobbies, lifts, staircases and all other areas of common use and totally measuring _____ **Sq. mts/** _____ **Sq. Ft.** of Super Built-Up Area, with right to use ____ Covered Car Parking Space and the apartment is bounded by :

East by	:	
West by	:	
North by	:	
South by	:	

The Apartment Floor plan is shown in Annexure-3 attached hereto.

ANNEXURE-1

DETAILS OF PAYMENTS/PAYMENT PLAN

Vaishnavi At-One Krishna Brindavan Payment Schedule	
Description	Percentage
Initial Booking amount	2.00%
Balance booking amount (to be paid within 10 days of Booking)	7.50%
On the execution of Agreement to Sale (Payable within 30 days from booking)	10.50%
On Completion of Excavation	XXX
On Completion of Foundation	XXX
On Completion of Basement 1 roof slab	XXX
On Completion of 3rd floor roof slab	XXX
On Completion of 6th Floor roof slab	XXX
On Completion of 9th floor roof slab	XXX
On Completion of 12th floor roof slab	XXX
On Completion of 15th floor roof slab	XXX
On Completion of 18th floor roof slab	XXX
On Completion of 21st floor roof slab	XXX
On Completion of 24th floor roof slab	XXX
On Completion of 27th floor roof slab	XXX
On Completion of 30th floor roof slab	XXX
On Completion of Terrace roof slab	XXX
On Completion of Flooring except Wooden floor in bedrooms in Purchaser's apartment	XXX
Completion of Doors & windows in Purchaser's apartment	XXX
On Intimation of receipt of Occupancy Certificate	XXX
	100.00%
Other Charges - On intimation of OC	

ANNEXURE 2

SI No.	Description	Specification
1	<u>STRUCTURE</u>	- RCC Structure compliant to Seismic zone-2 - Covered car parks in Basement, two upper levels

		& surface open car parking
2	<u>FLOORING</u>	
2.1	Lobbies in the Basement, Parking level 1 & Parking level 2 leading to the Lifts & Staircases	Granite / Vitrified tiles / Equivalent
2.2	Podium entrance level	Marble / Granite / Vitrified tiles /Equivalent
2.3	Typical Floor lobbies	Vitrified tiles / Equivalent
2.4	Living/Dining	Marble / Equivalent
2.5	Master bedroom	Engineered wooden flooring / Equivalent
2.6	Bedrooms	Laminated wooden flooring / Wooden finish Vitrified tile / Equivalent
2.7	Kitchen	Vitrified tile / Equivalent
2.8	Balcony/ Utility/ Drying yard	Anti-skid Vitrified tiles / Equivalent
2.9	Toilets	Anti-skid Vitrified tiles / Equivalent
2.10	Staircase – Basement, Parking level 1 & Parking level 2	Granite / Vitrified tiles / Equivalent
2.11	Staircase – Typical floors	Granite / Vitrified tiles / Equivalent
3.	<u>WALLS</u>	
3.1	All Internal walls	Gypsum punning & Emulsion paint
3.2	Kitchen	Dado, granite counter, sink & faucet will not be provided.
3.3	Utility	Vitrified tiles/Equivalent for dado up to 4 feet height & emulsion paint above
3.4	Drying Area	Vitrified tiles/Equivalent for dado up to 4 feet height & emulsion paint
3.5	Toilets	Vitrified tile/Equivalent for dado up to false ceiling.
3.6	Lift wall cladding	- Second floor: Marble / Granite/ Vitrified tiles / Equivalent cladding - Basement, Parking Level 1 and Parking Level 2 and typical floors- Granite/Vitrified tiles/equivalent cladding
3.7	Exterior Fascia of building	External texture with weather proof exterior emulsion paint
3.8	Corridor Walls	Emulsion paint

4.	<u>CEILINGS</u>	
4.1	All Internal Ceilings within the units	Putty & emulsion paint
4.2	Toilets	PVC Ceiling
5.	<u>HANDRAILS</u>	
5.1	Staircases	MS Railings
5.2	Balcony	SS Railings with toughened laminated glass
6	<u>Fixtures and fittings</u>	
6.1	<u>DOORS & WINDOWS FOR APARTMENT</u>	
6.1.1	Windows	Schuco/Equivalent - 2.5 track aluminum sliding shutters with insect mesh & safety grill.
6.1.2	Balcony doors	Schuco/Equivalent - 2.5 track aluminum sliding shutters with insect mesh
6.1.3	Ventilators	UPVC with Louvered/ hinged / fixed shutters – with exhaust fan
6.1.4	Main Door	Engineered wood frame, shutter with teak veneer finished on both sides including Biometric Digital lock
6.1.5	Bedroom doors	Engineered wood frame, shutter with veneer finished on both sides
6.1.6	Toilet Doors	Engineered wood frame, shutter with veneer finish outside & laminate finish on inside.
6.2	<u>PLUMBING /SANITARY FITTINGS</u>	
6.2.1	All sanitary & Plumbing Fixtures	Kohler / Equivalent
6.2.2	All toilets	Glass Shower Partition & Geyser will be provided
6.3	<u>ELECTRICAL WORKS</u>	
6.3.1	Power Supply	3BHK: 6 KW; 4BHK: 8KW
6.3.2	DG – power back up	100% Back up for all Units & common areas
6.3.3	Elevators	3 nos. high speed passenger lifts and 1 no. service lift in each tower of reputed make
6.4	<u>OTHER SERVICES/ INFRASTRUCTURE</u>	
6.4.1	Services	Sewage Treatment Plant, Water Treatment Plant & Organic Waste Converter as per requirements.
6.4.2	Intercom point	Each apartment connected to Main Security & Clubhouse.

6.4.3	CCTV	CCTV for all lifts, driveways, entry & exit points, clubhouse common area & clubhouse terrace
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ANNEXURE- 3
FLOOR PLAN OF APARTMENT

ANNEXURE- 4
COMMON AMENITIES/FACILITIES

Clubhouse Amenities:

- Badminton Courts
- Squash Court
- Children's Play Area
- Indoor Games: Cards, Carrom, Foosball, Billiards, Table Tennis
- Gymnasium
- Multipurpose Hall
- Lounge for Senior Citizens
- Library/Reading Room
- Mini Theatre
- Swimming Pool with Kid's pool
- Yoga deck
- 2 Mini Event decks
- Mini BBQ station
- Mini Amphitheatre

External Amenities:

- Children's Play Area
- Outdoor Fitness
- Walking/Jogging track
- Skating Rink
- Cricket net
- Pickle ball
- Pet Park
- Padel court
- Half basket ball court