

## AGREEMENT OF SALE

**THIS AGREEMENT OF SALE ENTERED AND EXECUTED ON  
\_\_\_\_\_  
DAY OF \_\_\_\_\_, TWO THOUSAND EIGHTEEN  
(\_\_\_\_/\_\_\_\_/2018).**

**BETWEEN:**

**M/s. MPN Builders Pvt Ltd.,** A Private limited company duly registered under the Indian company acts 1956, having its Registered Office at No. 19/2, KCD Complex, CSI Compound, 3<sup>rd</sup> Cross, Mission Road, Bangalore-560 027, and, represented by its Director Mr.\_\_\_\_\_, S/o.\_\_\_\_\_, aged about \_\_\_\_ years, residing at \_\_\_\_\_ Bangalore-5600\_\_\_\_\_, hereinafter called the “**PROMOTER**”(which term whenever the context requires or admits shall mean and include its Board of Directors, executors, administrators, legal representatives, successors-in-title and assigns); **OF THE ONE PART**

**AND**

- 1. Late. Muniswamy Reddy** aged about 85 years, S/o. Doddabaiah,
- 2. Mr. Gopala Reddy** aged about 65 years, S/o. Muniswamy Reddy
- 3. Mr. Manjunath**, aged about 38 years, S/o. Gopala Reddy
- 4. Mr. Dinesh** aged about 36 years, S/o. Gopala Reddy
- 5. Mr. Naveen** aged about 34 years, S/o. Gopala Reddy
- 6. Mr. Chethan**, aged about 32 years S/o. Gopala Reddy

and all residing at Kada Agrahara, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District. hereinafter called the “**OWNERS**” and represented by their registered **General Power of Attorney holders M/s. MPN Builders Pvt Ltd** (which term whenever the context requires or admits shall mean and include their Legal heirs, executors, administrators, legal representatives, successors-in-title and assigns); **OF THE SECOND PART**

## AND

- 1) Mr. \_\_\_\_\_, S/o Mr. \_\_\_\_\_, aged about \_\_\_\_ years
- 2) Mrs. \_\_\_\_\_, W/o Mr. \_\_\_\_\_, aged about \_\_\_\_ years

Both residing at \_\_\_\_\_ Bangalore-hereinafter jointly and collectively referred to as the "**ALLOTEE/S**" (which expression shall, whenever the context so requires or admits, mean and include his/her/their/its heirs, executors, administrators, successors-in-title and assigns); **OF THE OTHER PART:-**

**Carpet Area:-** is hereby calculated and defined as 'the net usable 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'.

**SALEABLE AREA:** It is learnt and understood for the purpose of calculating the sale price in respect of the said Apartment, the Super Built Up area of the said Apartment includes the area under the periphery walls, areas under the columns and walls within the Apartment cupboards, plumbing shafts adjoining the said Apartments, balconies and portions of the terraces meant for common utility and services including the proportionate share of the areas to be utilized for other common use and facilities including the area staircases, circulation areas, halls, lifts, shafts, passages, corridors, lobbies, refuge areas, sites, service rooms (electrical and pump), lift lobby, lift core, lift machine room etc.

**WITNESS AS FOLLOWS:**

**WHEREAS**, in the orders of case bearing No. VOA 527/69-70 passed by the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore, it is indicated in the Land bearing survey No.44 of Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore measuring 5 Acres 11 Guntas was Shanbhog Inam Land (Service Inam Land). After the Mysore Village Office Abolition Act, 1961 came into force the original Inamdar

of the Village i.e., 1) D. Ramarao, 2) Sri. Vishvaju Varaiah and 3) Srinivas Murthy applied for re-grant of the above said 5 acres 11 guntas of Kada Agrahara Village and other lands. The Assistant Commissioner, Doddaballapura Sub-Division Bangalore under the proceedings vide case No. VOA 527/69-70, re-granted the subject land i.e, Sy. No.44 the land measuring 5 acres 11 Guntas and other lands in favour of one Sri. D Ramarao.

**WHEREAS**, the revenue records with respect to the aforementioned property reflected the name of Re-grantee Mr. D. Ramarao in the 8<sup>th</sup> Register and he was in possession and enjoyment of the aforesaid property by paying regular taxes to the authorities concerned till the sale of the said property. The Hissa Tippani copy, Revision Settlement, Akar Bandh (Vuttaru) issued by the Revenue Authorities indicate the Sketch of entire survey No., total extent, boundaries and classification of the property in respect of Survey No. 44 and its extent.

**WHEREAS**, through Registered Sale deed dated 17.01.1975 bearing No. 3278/74-75 before the Sub- Register Anekal, a portion of Survey No. 44 was sold by the i.e., 1) S.K.Ramachandra Rao, 2) S.K.Lakshmana Rao 3) K. Shankar and 4) K. Shekar, sons of late Krishna Rao, (being ancestral property ) in favour of Sri. Gopala Reddy, S/o. Muniswamy Reddy in respect of land in Survey No.44 measuring 2 acres 25½ kuntas of Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore.

**WHEREAS**, the land measuring 5 Acres 11 Guntas of Kada Agrahara being tenancy land, one Mr. Papa Reddy was cultivating to an extent of 2 acres 25½ guntas and Mr. Muniswamy Reddy (father of the Mr. Gopala Reddy) was cultivating the remaining extent of 2 acres 25½ guntas. Since, the above said persons were cultivating the above said land respectively, they applied for grant of occupancy rights in their favour before Land Tribunal, Anekal. Land Tribunal Anekal under the proceedings in LRF No. 1636 and 1637/75-76, vide its order dated 19.08.1981 granted the occupancy rights in favour of Sri. Muniswamy Reddy to the extent of 2 acres 25½ Guntas in Kada Agrahara Village (Subject Land). Thus, the above said Muniswamy Reddy and his son Gopala Reddy became absolute owners in respect of 2 acres 25½ guntas in Survey No.44 through

registered Sale Deed dated 20.01.1975 and as well as through LRF proceedings in LRF No. 136 and 1637/75-76.

**WHEREAS**, the Certificate of Registration in Form No. 10 issued by the Special Tahsildar, Land Tribunal, Anekal Taluk, Anekal, wherein the above said Mr. Muniswamy Reddy is Registered as the Tenant with respect to Survey No.44 measuring 2 acres 25½ Guntas of Kada Agrahara Village. Thus Sri Muniswamy Reddy became owner of the above said land (That Sri. Muniswamy Reddy became owner in respect of subject land as per occupancy rights and his son Sri. Gopala Reddy also acquired title through registered Sale Deed). Thus the above said Mr. Muniswamy Reddy and his son Mr. Gopala Reddy became absolute owners of the land measuring 2 acres 25½ Guntas in Survey No.44 of Kada Agrahara Village.

**WHEREAS**, the mutation was also transferred in the name of Mr. Gopala Reddy vide MR No. 6/93-94, under which the revenue records in respect of 2 acres 25½ Guntas in Survey No.44 of Kada Agrahara Village stood transferred in the name of Sri. Gopala Reddy.

**WHEREAS**, RTC extracts from the year 1969 to 2013 which are in respect of Survey No.44 and the RTC in respect of land measuring 2 acres 25½ Guntas in Survey No.44 continuously stands in the name of Mr. Muniswamy Reddy and his son Mr. Gopala Reddy. The RTC extracts shows that the said Mr. Muniswamy Reddy and his son Mr. Gopala Reddy are in continuous possession of the above said land since from 1969.

**WHEREAS**, Encumbrance Certificates from the year 01.04.1920 to 28.02.2013 shows that there are no transactions in respect of 2 acres 25½ Guntas in survey No.44 of Kada Agrahara Village except the transaction in 20.01.1975 (the registered Sale Deed dated 20.01.1975 by the LRs of Mr. Ramarao in favour of Mr.Gopala Reddy).

**WHEREAS**, the land conversion Survey Sketch prepared by concerned Taluk Surveyor, Anekal Taluk and same is endorsed by the Tahsildar, Anekal Taluk, Anekal in respect of demarcation of land measuring 2 acres 25½ guntas in No.44 of Kada Agrahara Village. The survey sketch

discloses the total extent of land and boundaries of the subject land and further clarifies that there is no kharab land attached to the above said land.

**WHEREAS** the letter dated 15.02.14 issued by Anekal Planning authority addressed to the Deputy Commissioner, Bangalore District, wherein the Anekal Planning Authority confirmed its “No Objection” to convert the land bearing Survey No.44 of Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk for residential use.

**WHEREAS**, the copy of the Official Memorandum of conversion order dated 24.02.14 bearing No. ALN(A)(S):SR 228/2013-14 issued by the Deputy Commissioner, Bangalore District in respect of 2 acres 25.08 guntas of Survey No.44 of Kada agrahara Village, Sarjapura Hobli, Anekal Taluk, wherein the Deputy Commissioner upon the representation of Mr. Gopala Reddy S/o. Muniswamy Reddy owner of the said land, converted the subject land from agricultural purpose to non-agricultural residential purpose mentioning the extent and boundaries of the change of land use from agricultural to non-agricultural residential purpose.

**WHEREAS**, the Revised Official Memorandum of Conversion Order No.ALN(A)SR/228/2013-14 dated 24.06.14 wherein the Deputy Commissioner, Bangalore District reduced the extent of land use from agricultural purpose to non-agricultural residential purpose from the extent of 2 acres 25.08 guntas to 2 acres 17.08 guntas. The said 2 Acres 17.08 guntas only shall and be the part of Phase I of the overall project to be made and executed on the schedule property and its adjoining land abiding the remaining portion of land i.e., 0.08 guntas in Sy. No 44. The balance 0.08 guntas of land is retained by the owners and the joint Development holders collectively on the southern portion of the Schedule Property (back portion) for future development for phase II along with the adjoining property on the southern portion of the Schedule Property if any. The common road formed on the eastern side is made and carved from the present Schedule on the Sy. No. 44 i.e., from the present Joint Development of the Project and the same shall be and form the ingress and egress to the remaining portion of 0.08 guntas of land in Sy. No. 44 and

also for any future development of adjoining property belonging any land owners in the Phase II of the joint Development if any.

**WHEREAS**, a Registered Joint Development Agreement dated 26.02.14 bearing No.12855/13-14 was executed before the office of the Sub-registrar Banashankari, was entered between the original owners in title i.e, 1)Sri. Muniswamy Reddy 2) Sri Gopala Reddy and his children with M/s. MPN Builders Pvt Ltd., for Joint Development for construction of multi-storied residential building on the land bearing Survey No.44, situated at Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore, herein after mentioned as the Schedule ‘A’ Property. Wherein M/s. MPN Builders Pvt Ltd., agreed to construct a multi-storied residential building on the Schedule ‘A’ property and further agreed to share the construction area @ ratio of 30:70 (30% to the Owners and 70% to the promoters).

**WHEREAS**, along with registered Joint Development Agreement dated 26.02.14 the original owners Sri. Muniswamy Reddy, Sri Gopal Reddy and his children executed the registered Power of Attorney dated 26.02.14 bearing No.515/13-14, Book IV, before the office of the Sub-registrar Banashankari in favour of M/s. MPN Builders Pvt Ltd., represented by its Managing Director Sri. M. Purushotham for the acts and deeds as mentioned in the said Power of Attorney including that of construction of multi-storied residential apartment in the said land.

**WHEREAS** Anekal planning Authority demanded a payment of Rs. 2,44,000/-+Rs.3,000/- for consideration of Plan approval as sought by M/s. MPN Builders Pvt Ltd., in respect of Survey No.44, measuring 2 acres 17.08 guntas situated at Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore. And based on the said payment an approval letter dated 28.01.15 was issued by Anekal Planning Authority in respect of land bearing Survey No.44, measuring 2 acres 17.08 guntas situated at Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore, wherein the Anekal Development Authority issued permission in the nature of “Single plot plan” for construction of residential multi-storied apartment in the subject land. The PROMOTER had also secured various Sanctions,

Permissions and No-objection Certificates as are required to commence and complete the development in the Schedule 'A' Property. Subsequently the PROMOTER had executed the registered Relinquishment Deed dated 20/01/2015 in favour of Anekal Planning Authority vide document bearing No.ABL-1-07649/2014-15, Book-I, C.D.No.ABLD230, registered in the office of the Sub-Registrar, Attibele, Anekal Taluk with respect to Schedule 'A' Property.

**WHEREAS**, the PROMOTER herein have secured the modified Commencement Certificate vide **C.C.No.46/2014-15** dated **17/08/2015** issued by the Anekal Planning Authority with respect to Schedule 'A' Property for construction of residential multi-storied apartment in the subject land.

**WHEREAS**, the VENDOR No.1 demised intestate on 11/05/2018 leaving behind the remaining Vendors as his legal heirs to succeed his share of properties.

**WHEREAS, MPN Builders Pvt Ltd**, the PROMOTER herein, have decided to subject the Schedule 'A' Property for Multipurpose Development, consisting of multistoried residential buildings complex with and other related facilities, with respect to the Schedule 'A' property herein.

**WHEREAS MPN Builders Pvt Ltd** is in the field of Real Estate has decided to Develop Schedule 'A' Property as permitted by the Anekal Town Planning and other Concerned Authorities.

**WHEREAS** Promoter herein, being desirous of developing the Schedule 'A' Property for Multipurpose development, consisting of Multi-storey Residential Buildings with ultrafine infrastructure and other related facilities have got the Building Plan approved for the construction of Multi-storey Residential Apartments along with other facilities from Anekal Town Planning Authority dated 05.04.2018, for the construction of residential buildings consisting of Basement, Ground and upto 9 Upper floors which comprises of multi storied residential apartments. Subsequently Anekal Planning Authority issued Commencement

Certificate No.CC/440/2015-16 dated 05.04.2018 for commencement of the construction of Residential Building in the Schedule 'A' Property. Furtherance to Commencement Certificate, said MPN Builders Pvt Ltd., the PROMOTER herein have submitted the Building License Plan dated 05.04.2018 to Yamare Gram Panchayath, Sarjapur Hobli, Anekal Taluk, Bangalore District for construction of residential building on the Schedule 'A' Property

**WHEREAS** the Promoter herein is in absolute possession and enjoyment of Schedule 'A' Property and is fully entitled to sell, transfer or otherwise deal with the same in any manner it deem fit, at its absolute discretion.

**WHEREAS** the Promoter herein have devised a Development Scheme to construct and sell Residential Apartments in Schedule 'A' Property. Under the devised Development Scheme any person/s interested in acquiring the Residential Apartment/s in the multistoried buildings constructed on Schedule 'A' Property is required to buy undivided right, title and interest in the lands comprised in the Schedule 'C' Property, proportionate to the Super Built up Area of the Apartment which he/she/they wants to acquire and to get constructed a Residential Apartment through the Developers separately in any such floor of the buildings as may be agreed upon and in accordance with the plan sanctioned by Anekal Town Planning.

**WHEREAS** the Allottee/s herein, has verified and inspected the titles pertaining to the Schedule 'A' Property and are fully satisfied with the title of the Promoter to the Schedule 'A' Property.

**WHEREAS** the Allottee/s herein, has approached the Promoter herein and have expressed his/her/their intention to purchase the undivided right, title and interest in the land comprised in the Schedule 'A' Property, which is more fully described in Schedule 'C' hereunder.

**WHEREAS** the Promoters herein, have agreed to convey the said Allottee/s herein, the undivided right, title and interest in the land comprised in Schedule 'A' Property, which is more fully described in Schedule 'C' hereunder.

**WHEREAS** the Promoter has obtained the final layout plan and approvals for the Project from Anekal Town Planning Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

**WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority no. \_\_\_\_\_; on ----- under registration. (Sentence is not complete/correct)

**WHEREAS** the Allotee had applied for an apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq ft, --- Type, \_\_\_\_\_ B<sub>lock</sub>, \_\_\_\_\_ Wing, \_\_\_\_\_ Floor along with closed parking no. \_\_\_\_\_ measuring \_\_\_\_\_ sq ft (approximately) in the basement, as permissible under the applicable law and of *pro rata* share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule 'B' and the floor plan of the apartment is annexed hereto and marked as Schedule 'C');

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

**WHEREAS** 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;

**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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allotee hereby agrees to purchase the Apartment and the closed parking ;

**WHEREAS** the parties are desirous of placing the terms agreed between them regarding the sale of undivided right and interest in the land comprised in the Schedule 'A' Property, more fully described in the Schedule 'C' Property, on record.

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

### 1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allotee and the Allotee hereby agrees to purchase, the Apartment as specified in para F;

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

Block/Building/Tower No:	Rate of Apartment per square feet*
Apartment No:	
Type:	
Floor:	

--	--

[AND]

Closed parking - 1	Price for 1
Closed parking - 2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allotee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

- (iii) The Promoter shall periodically intimate to the Allotee, the amount payable as stated in (i) above and the Allotee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allotee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes: 1) *pro rata* share in the Common Areas; and 2) closed parking(s) as provided in the Agreement.

1.3 The Allotee(s) shall make the payment as per the payment plan set out in **Schedule “F” ("Payment Plan")**.

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allotee by discounting such early payments @ 2 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allotee by the Promoter.

1.5 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 therein in respect of the apartment, as the case may be, without the previous written consent of the Allotee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allotee, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allotee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allotee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allotee. If there is any increase in the carpet area allotted to Allotee, the Promoter shall demand that from the Allotee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allotee shall have the right to the Apartment as mentioned below:

(i) The Allotee shall have exclusive ownership of the Apartment;

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

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allotees, which it has collected from the Allotees, 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 Allotees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allotees, 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.

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

Provided that if the Allotee delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest of 24 % per annum as the rate specified in the Rules.

## **2. MODE OF PAYMENT.-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allotee shall make all payments, on demand by the Promoter, within the stipulated

time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) favour of MPN Builders Pvt Ltd, payable at Bangalore.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-**

3.1 The Allotee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allotee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard. The Allotee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allotee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allotee 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 Allotee 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 Allotee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-**

The Allotee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allotee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE.-**

Time is of essence for the Promoter as well as the Allotee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allotee and the common areas to the association of the Allotees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allotee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule 'F' ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT OR APARTMENT.-**

The Allotee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [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. 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 Karnataka Apartment Ownership Act 1972., and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT.-**

7.1 Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on December 2021 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in

terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / association of Allotees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate\* of the Project.

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

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

**7.5 Cancellation by Allottee.-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

**7.6 Compensation.-** The Promoter shall compensate the Allottee in case

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allotees, in case the Allotee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allotee does not intend to withdraw from the Project, the Promoter shall pay the Allotee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-**

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

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

of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no

minor has any right, title and claim over the Schedule Property;

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

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

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES.-**

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

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

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

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

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

(ii) The Allotee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allotee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allotee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allotee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allotee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified

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

**10. CONVEYANCE OF THE SAID APARTMENT.-** The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allotee, 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 issuance of the

occupancy certificate . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT.-** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allotees. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY.-** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter (not amounting to air cracks, as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years finishing by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allotees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-** The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely

payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allotees (or the maintenance agency appointed by it) and performance by the Allotee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allotees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS.-**

The Promoter or maintenance agency or association of Allotees shall have rights of unrestricted access of all Common Areas, closed parking's and parking spaces for providing necessary maintenance services and the Allotee agrees to permit the association of Allotees 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.

**15. USAGE.-** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the building, 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 Allotee 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 Allotees formed by the Allotees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.-** Subject to Clause 12 above, the Allotee 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 Allotee 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 Allotees 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 Allotee 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 Allotee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allotee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allotees and/or maintenance agency appointed by association of Allotees. The Allotee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTEE.**- The Allotee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allotee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said 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.

**18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

**20. THE KARNATAKA APARTMENT OF OWNERSHIP ACT, 1972.-** The Promoter has assured the Allotees 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). The Promoter showing compliance of various laws/regulations as applicable in Karnataka Apartment of Ownership Act, 1972 (Karnataka Act 17 of 1973).

**21. BINDING EFFECT.-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt

by the Allotee, application of the Allotee shall be treated as cancelled and all sums deposited by the Allotee in connection therewith including the booking amount shall be returned to the Allotee without any interest or compensation whatsoever.

**22. 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, as the case may be.

**23. RIGHT TO AMEND.-** This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE OR SUBSEQUENT ALLOTEES.-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE.-**

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

25.2 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 hereafter to enforce each and every provision.

**26. 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.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**- Wherever in this Agreement it is stipulated that the Allotee has to make any payment, in common with other Allotee/s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments] in the Project.

**28. 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.

**29. PLACE OF EXECUTION.**- The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at

some other place, which may be mutually agreed between the Promoter and the Allotee, in writing after the Agreement is duly executed by the Allotee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bangalore.

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

Name of Allotee

(Allotee Address)

*M/s. MPN Builders Pvt Ltd*

(Promoter Address)

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

**31. JOINT ALLOTEES.-** That in case there are Joint Allotees all communications shall be sent by the Promoter to the Allotee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allotees.

**32. GOVERNING LAW.-** That the rights and obligations of the parties under or arising out of this Agreement shall be

construed and enforced in accordance with the laws of India for the time being in force.

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

**34. STAMP DUTY & REGISTRATION CHARGES:** The Allotee/s will bear & shall pay the Stamp Duty, Registration fees and other miscellaneous expenses for conveyance, at the time of registration. The Allotee/s shall pay the Stamp Duty and Registration charges on the prevailing market value of the land. The Allotee/s further undertakes to pay an additional Stamp duty or Registration fees or any other Taxes or levies that may arise due to changes in Government rules and laws in due course.

**35. THE ALLOTEE/S CONVENANTS WITH THE PROMOTER AS FOLLOWS:**

1. That the Allotee/s shall not be entitled to claim conveyance of its undivided share in the Schedule 'A' Property until the Allotee/s fulfills and performs all his/her/their obligations and completes all payment under this Agreement and Agreement for Construction;
2. That the Allotee/s has inspected the documents of title relating to the Schedule 'A' Property belonging to the Promoter and has entered into this Agreement after being satisfied about the title of the Promoter of the Schedule 'A' Property and the Scheme formulated by the Promoter/Developer.
3. That the Terrace area on the top most floor of the building shall be left free mainly for the Promoter to have recreational facilities for the occupants of the building and other Maintenance purposes.

4. That the Allottee/s shall not be entitled to transfer/assign the right under this Agreement in favor of anyone else except, with the prior written consent of the Promoter/Developer;
5. That the Allottee/s will not hinder or obstruct the progress of the construction of the Building or any part thereof in any manner; nor will they hinder the use of the specified Car parking Areas allotted specifically to other Allottee/s;
6. The Allottee/s admits that Sanctioned Plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s in this Agreement, the word Floor Space Index (FSI) or Floor Area Ratio (FAR) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws;
7. In view of the Scheme formulated, it is agreed by the Allottee/s that the Allottee/s shall have no right to terminate this Agreement without forfeiting her/his/their/its rights under the Agreement for Construction;

### **36. THE PROMOTER COVENANT WITH THE ALLOTEE/S AS FOLLOWS:**

1. That the sale of the undivided share in the Schedule 'A' Property in favor of the Allottee/s is free from encumbrances, court attachment or acquisition proceedings or charge of any kind;
2. That the Promoter is the absolute owners of the Schedule 'A' Property and their title is good, marketable and subsisting;
3. That the Promoter has agree to do and execute or cause to be executed all acts, deeds and things as may be required by the Allottee/s, for more fully and perfectly assuring the title of the Allottee/s to the undivided share in the Schedule 'A' Property, at the cost of the Allottee/s;

- That the Promoters shall pay all taxes, rates and cesses in respect of the Schedule 'B' Property upto the date of the completion of the Apartment described in the Schedule 'B' hereto,

**Schedule A Property**  
**Description of the entire Property**

All that piece and parcel of immovable property presently bearing Survey No. 44 Measuring 2 Acres 17.08 Guntas, duly converted from agricultural purpose to non- agricultural residential purpose, carved out of 2 Acres 25 1/2 Guntas same is situated at Kada Agrahara Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, together with all rights, appurtenances whatsoever underneath or above the surface is bounded as follows:

East	:	Srinivasa Reddy & Jayarama Reddy Property (Remaining property of Sy No. 44)
West	:	Krishna Reddy Property (Sy No. 42 & 43)
North	:	Road
South	:	Remaining property of Sy No. 44 followed by Property in Sy No. 43

**SCHEDULE 'B'**  
**(Description of the Apartment to be constructed by the Developer  
under Construction Agreement)**

Apartment No. \_\_\_\_\_ of \_\_\_\_\_ sq f<sup>t</sup>, --- Type, \_\_\_\_\_ B<sub>lock</sub>, \_\_\_\_\_ Wing, \_\_\_\_\_ Floor in the Project known as " \_\_\_\_\_ " to be constructed on the Schedule 'A' Property, with a Carpet area of

\_\_\_\_\_ square meters (\_\_\_\_\_ square feet), \_\_\_\_\_ Square feet of SBA along with right to use of \_\_\_\_\_ car parking space together with all common areas attributed thereto.

**SCHEDULE 'C'**  
**(Description of undivided share agreed to be conveyed)**

An undivided \_\_\_\_\_ % share in the land comprised in the Schedule 'A' Property; equivalent to \_\_\_\_\_ square meters (\_\_\_\_\_ square feet) in the land comprised in the Schedule 'A' Property.

**SCHEDULE 'D'**  
**(Rights of the Allottee/s)**

The Allottee/s shall have the following rights in respect of the Schedule 'B' Apartment and the Building thereon but only after taking possession thereof: -

1. The Allottee/s and all persons authorized by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircases, lift, passages and common area (except specifically allotted Car Parking Spaces);
2. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'B' Apartment from the other parts of the Building;
3. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'B' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;

4. The right to lay cables or wires for radio, television, telephone and such other installations, in any part of the building; however, recognizing and reciprocating such rights of the other Apartment holder;
5. The right of entry and passage for the Allotee/s and Allotee/s's Agents or workman to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building for the purpose of repairs or maintenance of the Schedule 'B' Apartment or for repairing, cleaning, of the maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused;

**SCHEDULE 'E'**  
**(Obligations of the Allotee/s)**

The Allotee/s hereby agrees, confirms and undertakes the following obligations towards the Promoter, the Developers, other Apartment Owners, and whosoever hands over the Apartment as set out in Schedule 'B' above: -

1. The Allotee/s shall not at any time, carry on or suffer to be carried on in the Property hereby agreed to be sold and conveyed or any part thereof or in the Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Promoter or the other Apartment Owners or occupiers of the other Apartment or the neighbors which may tend to depreciate the value of the said Apartment or any part thereof;
2. The Allotee/s shall use the Schedule 'B' Apartment only for residential purposes;
3. The Allotee/s shall not throw any dirt rubbish, garbage or other refuse from and out of the Schedule 'B' Apartment;

4. The Allottee/s shall give to the Owners of the other Apartments, the necessary vertical, horizontal and lateral support for their Apartments and reciprocate and recognize the rights of the other Apartment Owners in the Building as are enumerated in the Schedule 'D' above;
5. The Allottee/s shall become and remain a member of the Society, Association or Co-operative Society or Condominium (hereinafter referred to as the "ASSOCIATION") to be formed by and consisting of all the Apartment Owners in the Building and Allottee/s will execute or authorize the Developers or one of the Office Bearers of the Association to execute the Deed of Declaration to be submitted under the Karnataka Apartment Ownership Act, 1972 the Memorandum/ Articles of Association or byelaws. The Allottee/s will observe and perform the terms and conditions, byelaws and the Rules and Regulations prescribed by such Association;
6. The Allottee/s will use all sewers, drains and water lines and now in or upon or hereafter to be erected and installed in the Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment Owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as, common roads, staircases etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Association to be formed by or among the Apartment owners in the building.
7. The Allottee/s shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges, and any other Government levies. The liability for such share shall commence from the date when the Apartment is ready for occupation, irrespective of whether the Allottee/s takes possession thereof or not.
8. The Allottee/s shall enter into a separate Maintenance Agreement with the Developers at the time of making this Agreement and or

before the possession of Schedule 'B' Apartment, the terms and conditions stipulate therein shall be read as part of that separate Service Agreement. The nominee of the Developer shall do the maintenance of the building on the Schedule 'A' Property. The main object of the Developer is to provide facilities, services, arrangements, consultancy, execution and other related matters with respect to maintenance whatsoever it may be, for buildings, flats, etc., from time to time. The Allottee/s shall pay share of taxes/expenses etc., to the Developers; as may be determined by the Developers for the maintenance of buildings constructed on Schedule 'A' Property for the next 1 years from the date of handing over possession to the Allottee/s.

9. The Allottee/s shall keep the common areas, open spaces, parking areas, passages, lifts, staircase, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, nor will the Allottee/s use any of the common areas including the common terrace for their personal use nor will they use such area for drying of clothes etc.;
10. The Allottee/s shall keep the Apartment walls, drains, pipes and other fittings in good and habitable repair condition and in particular so as to support and protect the parts of the Building, other Apartments and carry out any internal works or repairs as may be required by the managing Committee of the Association;
11. The Allottee/s shall not make any additions or alterations or cause damage to any portion of the Building or cause to demolish the Schedule 'B' Apartment, or any part thereof and change the outside color scheme, outside elevation/ façade/ décor of the Building.
12. The Allottee/s shall not alter or subscribe to the alteration of the name of the Building/ project, which shall be always be known as "MPN Green Storeys".

13. The Allottee/s shall not park any vehicle in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Allottee/s;
14. The Allottee/s shall not do any act that may be against the rules, regulation or the bye-laws of the concerned Municipal Authority or any other Statutory authority and in the event of the Allottee/s committing any offences the Allottee/s shall be solely responsible for the same and none of the other owner of the Apartment shall be responsible and the Allottee/s shall if called upon indemnify any other Apartment owner who may suffer due to any act of omission or commission done by the Allottee/s herein;
15. The Allottee/s shall abide by all the services which shall be rendered by the Promoter through a separate entity and the terms and conditions shall be determined through a separate Service Agreement. The Allottee/s shall not seek for refund from the Service Provider or change in the Service Provider as the intention of the Service Provider is to extend proper service as per the standards determined for proper care of senior citizen home management. The same is the essence of this Agreement.

**SCHEDULE 'F'**  
**(PAYMENT TERMS)**

The Purchase price has been settled by the Purchaser/s towards the Purchase price for which the Vendor hereby admits and acknowledges the receipt of the above cost of Undivided Share of Land and the Vendor herein releases and acquits the Purchaser/s from any other payments

<b>Payment Terms for Basement + Ground + 9 Floors</b>	
Booking Advance	Rs.1,00,000/-
On Signing of Agreement (Less booking advance)	20.0%
On Completion of Foundation	10.0%
On Completion of Basement Roof Slab	5.0%
On Completion of Ground Floor Roof Slab	5.0%

On Completion of First Floor Slab	5.0%
On Completion of Second Floor Slab	5.0%
On Completion of Third Floor Slab	5.0%
On Completion of Fourth Floor Slab	5.0%
On Completion of Fifth Floor Slab	5.0%
On Completion of Sixth Floor Slab	5.0%
On Completion of Seventh Floor Slab	5.0%
On Completion of Eighth Floor Slab	5.0%
On Completion of Ninth Floor Slab	5.0%
On Completion of block work and internal plaster of the unit sold	5.0%
On Completion of flooring of the unit sold	5.0%
On Intimation Of Possession /handover	5.0%

<b>Payment Terms for Basement + Ground + 8 Floors</b>	
Booking Advance	Rs.1,00,000/-
On Signing of Agreement (Less booking advance)	20.0%
On Completion of Foundation	10.0%
On Completion of Basement Roof Slab	7.5%
On Completion of Ground Floor Roof Slab	7.5%
On Completion of First Floor Slab	5.0%
On Completion of Second Floor Slab	5.0%
On Completion of Third Floor Slab	5.0%
On Completion of Fourth Floor Slab	5.0%
On Completion of Fifth Floor Slab	5.0%
On Completion of Sixth Floor Slab	5.0%
On Completion of Seventh Floor Slab	5.0%
On Completion of Eighth Floor Slab	5.0%
On Completion of block work and internal plaster of the unit sold	5.0%
On Completion of flooring of the unit sold	5.0%
On Intimation Of Possession /handover	5.0%

IN WITNESS WHEREOF parties hereinabove named have set

their respective hands and signed this Agreement for sale at Bangalore in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED**  
By the said **VENDOR**

**FOR M/s. MPN Builders Pvt Ltd.**  
by its authorized Signatory  
**Mr.**

**SIGNED AND DELIVERED**  
By the said **PURCHASER/S**

**In the presence of the following witnesses:**

Name and Address: Signature

**1.**

.....

**2.**

.....

Encl.

**ANNEXURE I**– Floor plan along with key plan of the Site.

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT  
SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTEE

and along with key plan of the Site.