

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this -- day of -----, 2024 at Bengaluru, Karnataka, India.

BY AND BETWEEN:

1. **SMT. VENKATALAKSHMAMMA**, aged about 85 years, wife of Late. Nanjappa. Aadhaar No.8492 1176 4728.
2. **SMT.GOWRAMMA**, aged about 57 years, wife of Late.N.Muninarayanaswamy. Aadhaar No.5483 8976 1767.
3. **SRI.M.NAVEEN Kumar**, aged about 36 years, son of late. Late.N.Muninarayanaswamy. Aadhaar No.8875 4623 4514.
4. **SRI. M.MANOJ KUMAR**, aged about 32 years, son of Late.N.Muninarayanaswamy. Aadhaar No.6895 4410 0515.
5. **SMT. MUNIANJINAMMA**, aged about 60 year, Daughter of Late. Nanjappa. Aadhaar No.8836 1353 7696.
6. **SMT.MANJAMMA @ MANJULA**, aged about 58 years, Daughter of Late.Nanjappa, Residing at: Hegadihalli Village, Thubagerehobli, Doddaballapura Taluk, Bengaluru Rural District. Aadhaar No.6806 5644 3343.
7. **SRI.N.RAMANJINAPPA**, aged about 52 years, son of Late.Nanjappa. Aadhaar No.6351 8545 6065.
8. **MISS. NIVEDITA**, aged about 24 years, Daughter of Sri.N. Ramanjinappa. Aadhaar No.7389 6748 7480.
9. **MISS. NIRMITHA**, aged about 19 years, Daughter of Sri.N. Ramanjinappa. Aadhaar No.4698 3133 8829.
10. **SRI. N.VENKATESH**, aged about 47 years, son Late.Nanjappa. Aadhaar No.4136 8959 6256.
11. **SMT. LIKHITHA**, aged 19 years, Daughter of Sri. N.Venkatesh. Aadhaar No.5561 1027 3197.
12. **KUM. RAKSHITHA**, aged 18 years, Daughter of Sri. N.Venkatesh. Aadhaar No.3865 7376 3188.
13. **KUM. DIKSHITHA**, aged 15 years, Daughter of Sri. N.Venkatesh. Aadhaar No.3731 6265 5585. Parties at SL.No.13 daughter of Sri.N.Venkatesh and being minor represented by her father and natural guardian Sri.N.Venkatesh.

ALL ARE RESIDING AT:

Huskur Village,
Virogonagar Post, Bidarahalli Hobli,
Bangalore East Taluk, Bangalore – 560 049.

represented by their GPA Holder, MR. KISHORE KUMAR GATTU son of Mr. Muniramaiah Gattu executed on 28-09-2022 registered Vide document No. BDH-4-00146/2022-2023 of Book-4 and stored in C. D. No. BDHD1134, registered dated 29-09-2022); hereinafter collectively referred to and called as the OWNERS/OWNERSS of the First Part (Which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, successors, executors and assigns etc.)

AND

M/s. NAVADEM VENTURES PVT LTD., Office at No.2, 3rd Cross, Vinayaka Layout, Deepa Hospital Road, K.R. Puram, Bengaluru-560 049, Presented by its Director, MR. KISHORE KUMAR GATTU, aged about 49 years, Son of Mr. Muniramaiah Gattu, Residing at No.136 B, 10 Downing Alliance Villa, Kadugodi, Hoskote Road, Bangalore -560 067. PAN No. _____, Aadhaar No.4386 3956 3503. (Which expression wherever it so requires shall mean and include all its Directors, their respective heirs, legal representatives, administrators, executors and assigns etc.,) hereinafter called the **“DEVELOPER” OF THE SECOND PART.**

IN FAVOUR OF:

Mr. -----,
S/o. -----.
Aged abt -- Years.
Aadhar No. -----.
PAN No. - -----.

And

Mrs. -----,
W/o. -----.
Aged abt -- Years.
Aadhar No. -----.
PAN No. - -----.

Both Residing at:

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

Hereinafter referred to as the "**PURCHASER/S**" (which expression shall, unless it be repugnant to the context or meaning thereof include his/her/their heirs, executors, legal representatives, administrators and assigns, etc.) of the **THIRD PART**.

[The Promoters and the Purchaser/s shall hereinafter collectively be referred to as "Parties" and individually as "Party".]

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: I.

DEFINITIONS:

- a) **Definitions:** In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:
- b) "Act" shall mean the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016);
- c) "Agreement" shall mean this agreement for sale of Row house along with the UDS by the Promoters, including the schedules attached hereto, and any amendments made thereto from time to time;
- d) "Allottee" in relation to sale of the Row Houses, means the Allottee /s to whom the Row House has been allotted and agreed to be sold and includes the person who subsequently acquires the ownership due to sale or transfer;
- e) "Applicable Law" shall mean all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory Authority having jurisdiction over the Schedule Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;

- f) "**Association or Association of Owners**" shall mean the same, being the Association of Allottees/Owners in the Project, to be formed by the Allottees/Owners/Purchasers, with respect to the Project in accordance with law;
- g) "**Appropriate Government**" means the Government of India, Government of Karnataka including all Government bodies, departments and boards;
- h) "**Booking Amount**" the amounts paid prior to execution of the Agreement of Sale and which is lesser than 10% of the total price of the **Schedule 'B and C' Property**;
- i) "**Completion Date**" as per end date shown in registration certificate in **Form C is Date_____** or any such extended time as may be permitted by law, before which the Promoters would have completed the development and secured the occupancy certificate from the competent planning authority;
- j) "**Civic Amenities of the Project**" shall mean the civic amenities provided in the Project as per the sanctioned plans;
- k) "**Force Majeure**" shall mean any event or circumstance or a combination of events and circumstances, which affects the performance of an obligation and is beyond the reasonable control of the affected Party and includes (without limitation), subject to satisfaction of either of the aforesaid conditions, the following events and/or circumstances:
 - (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - (iii) strikes, industrial disputes and/or lockouts directly affecting the residential development construction and/or interrupting supplies and services to the Residential Development (as defined below);
 - (iv) any delay in grant of, denial of or variation of any approval required for completion of the residential development by any Governmental Authority for reasons other than primarily attributable to the Parties;
 - (v) change in governmental policy, Applicable Law, or regulations directly affecting the residential development, including but not limited to expropriation or compulsory acquisition by any Governmental Authority;
 - (vi) acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics, pandemic or plagues or any other similar effect, Government imposed lockdowns/quarantine/restrictions resultant of which the development work has been stopped;

- (vii) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Parties in any proceedings to comply with any Applicable Law or on account of breach thereof;
- l) **“Interest”** means the rate of interest payable by the Allottee /s and or the Promoters, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%;
- m) **“The Project Account”** shall mean the designated project bank account opened in _____Bank, Panathur Branch, Bengaluru standing in the name of the Developer and the Project bearing Bank Account No_____ (IFSC Code - _____);
- n) **“Owners”** shall mean any owner or owners of group housing / Row Houses in the Project;
- o) **“Project”** means the Residential Development (*as defined below*) on the **Schedule ‘C’ Property** and registered under the Act before the Karnataka Real Estate Regulatory Authority as Project namely ‘_____’.
- p) **“Residential Development”** shall mean development of the **Schedule ‘C’ Property** into Row House s/Group Housing/Apartment by the Developer at its own cost and expenses in accordance with the Sanctioned Plan;
- q) **“Rules”** means the rules as stipulated under the provisions of Karnataka Real Estate (Regulation and Development) Rules, 2017;
- r) **“Sale Deed”** shall mean the Deed of Sale to be executed by the Promoters as per Section 17 of Act, for legally conveying the absolute right, title and interest in the Schedule Property on the terms and conditions contained therein under the Scheme;
- s) **“Sanctioned Plan/s”** shall mean the plans for the construction/ development of the Residential Development or modified/fresh plan sanctioned by the relevant planning authority/ Governmental Authority, and any subsequent modifications made in accordance with Applicable Law;
- t) **“Statutory Payments”** shall mean any statutory charges, taxes, cesses, including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Purchaser/s in addition to the sale consideration, cost of development and other costs, charges and expenses, under this Agreement;

II. The said SCHEDULE A PROPERTY originally the agricultural land agricultural land in Sy.No.73/3, measuring 3 Acres 27 Guntas was owned and possessed by Smt.Venkatalakshamma, vide Order dated 15/2/1997 passed by the land Tribunal in case bearing LRF No.18, 19 and 20/1974-75. Pursuant to the said order and on payment of the premium amount, Smt.Venkatalakshmanmma was registered as an Occupant under section 55(A) of the Karnataka Land Reforms Act 1961 vide Certificate in Form No.10, issued by the Special Tahasildar for Land Reforms, Bangalore East Taluk. The Revenue records in respect of the said land came to be transferred in her name vide Mutation Extract bearing No.2/1998-99.

III. The said land in Sy.No.73/3 came to be phoded as Sy.No.73/3, 73/5 and 73/6. Thereafter, the OWNER at Sl.No.1 herein has got an extent of 2 Acres of Land in Sy.No.73/6

of Huskur Village which have been duly converted for residential purpose vide Official Memorandum dated 03/06/2020 bearing No.136650, issued by Deputy Commissioner Office, Bangalore Urban District which is morefully described in the Schedule "A" hereunder & hereinafter referred to as SCHEDULE "A" PROPERTY.

IV. The Landowner being desirous of developing the Schedule 'A' Property into a residential development, approached the Developer who is in the field of real estate and related development, to develop the Schedule 'A' Property; In consideration of the request placed by the Landowner for developing the Schedule 'A' Property, the Developer has expressed its willingness to develop the Schedule 'A' Property (owned by the Landowner) along with the Schedule 'B' Property that is owned by the Developer into an integrated Residential Development;

V. The OWNERS/S with the intention to develop the Schedule "A" Property has entered into Joint Development Agreement on 28-09-2022, registered as Document No. BDH-1-04749/2022-2023, of Book- 1 and stored in C. D. No. BDHD1134, registered dated 29-09-2022 and also executed Power of Attorney dated 28-09-2022, registered Vide document No. BDH-4-00146/2022-2023 of Book-4 and stored in C. D. No. BDHD1134, registered dated 29-09-2022 in the office of the Sub-Registrar with M/s. NAVAVEDAM VENTURES PVT LTD., hereinafter referred to as the DEVELOPER and with the co-operation of the prospective PURCHASER/S, had proposed to develop the Schedule "A" Property into residential layout and construct Row House s under the name and style of _____ with common facilities. Under the said GPA the DEVELOPER herein has been empowered to enter into agreement/s and Deed/s with the prospective PURCHASER/S for 65% share in the Schedule A Property and Owners for 35% share in the Developed area or compensation INR 10,00,00,000/- (Rupees Ten Crore Only) which ever is leaser.

VI. The office of the _____ Planning Authority, has approved formation of a residential complex on Schedule 'A' Property, Development Land, *vide* its Order dated _____, bearing No_____ and Construction Plan dated _____ bearing No. _____ (together referred to as "**Sanctioned Plan**"), which residential complex consists of internal roads, pathways and open spaces and with services such as water supply system, sewage disposal system, lighting for the common roads etc. The residential complex being developed on Schedule 'A' Property i.e., is known as "_____ ("Project");

VII. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest and right to develop the Project Land by the Promoters in which Residential Development is to be formed have been completed;

VIII. The Promoters having obtained the final Sanctioned Plan *vide* Order dated _____, bearing No. _____ and Construction Plan dated _____ bearing No. _____ issued by _____ Planning authority, specifications and approvals for the Project from the relevant Authorities and undertake that it shall not make any

changes to these approved plans except in strict compliance of the Act and other laws as applicable.

IX. The Promoters have registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru, Karnataka, India on _____ *vide* registration no. _____.

X. The Allottee had applied for allotment of a Row House in the Project *vide* application no. _____ dated _____ and has been allotted Row House bearing no. _____ admeasuring _____ sft of undivided share of land (UDS), interest, claim, share and ownership in the Schedule A Property, which is morefully described in Schedule 'B' below along with proposed house/ Row House consisting of 4 BHK measuring _____ (including carpark area) of _____ sft., Carpet area of _____ sft. (as defined in RERA), useable terrace of _____ sft., and backyard garden area of _____ sft., in Group Housing complex known as '_____ ' to be constructed on Schedule-A property, which is morefully described "**Schedule 'B and C' Property**");

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

XIII. 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;

XIV. 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;

XV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Schedule 'B and C' Property as specified in para P;

XVI. 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 Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Schedule B and C Property as specified in Para X.

1.2 The Total Price for the Schedule B and C Property is **Rs. 00,00,00,000/- (Rupees _____)** Residential Row House No: _____, Undivided Share of Land:

_____ sft. BUA (including carpark area): _____ sft. Carpet area: _____
 Sft. Useable terrace: _____ sft. Backyard garden area: _____ Sft. No of Carparks: _____

| Details | Amount in Rs. |
|------------------------------------|---------------|
| i) Basic sale price | Rs. _____ |
| ii) BESCOM & DG Backup | Rs. _____ |
| iii) Preferential location charges | Rs. _____ |
| iv) I&E DC & Amenities | Rs. _____ |
| Total Cost | Rs. _____ |

1.2.1 Total Price for the purchase of the Schedule 'B and C' Property is **Rs. 00,00,00,000/- (Rupees _____ only)**. (The total agreed cost is **excluding** stamp duty, registration fees, payable on registration of Agreement of Sale & Sale Deed, expenses towards registration of Agreement of Sale & Sale Deed, documentation charges, taxes, khata transfer and legal charges, corpus deposit of Rs. 00,000/- (Rupees _____ only), Municipal Water (if applicable), 1st year maintenance charges of **Rs. 00,000/- (Rupees _____)** per annum, etc., if any and the same has to be paid by the Allottee/s from time to time as demanded and notified by the Promoters.)

[Explanation:-

- (i) *The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the Schedule 'B and C' Property;*
- (ii) *The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST) and excludes any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoters, by whatever name called and the same shall be payable by the Allottee on or before handing over the possession of the Schedule B and C Property to the Allottee and the project to the Association of Allottees or the competent Authority, as the case may be, after obtaining the final release order;*
 - *Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters 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 as per registration with the authority which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee;*
- (iii) *The Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along*

with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) *The Total Price of Schedule 'B and C' Property includes recovery of price of Row House, UDS land, basic civic amenities, internal development charges, external development charges and includes cost for providing all other amenities and specifications to be provided within the Project, as per the sanctioned development plan]*

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

1.5 The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ **8% per annum for** the period by which the respective instalment has been postponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

1.6 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, and specifications and the nature of amenities described herein at Schedule **'E' below** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Project without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoters shall confirm the final area of Schedule 'B and C' Property, that has been allotted to the Allottee after the development is complete and the occupancy certificate is obtained by the Competent Authority, by furnishing details of changes, if any, in the area of the Row House. The Total Price payable for the Schedule 'B and C' Property shall be recalculated upon the confirmation by the Promoters. If there is any reduction in the area of the Row House, then the Promoters shall refund the excess money paid by the Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the area of the Row House, which is not more

than three percent of the Row House area, allotted to the Allottee, the Promoters may demand that from the Allottee as per the milestones of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para X the Promoters agree and acknowledge, the Allottee shall have the right to the Schedule 'B and C' Property as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Schedule 'B and C' Property;
- (ii) That the computation of the price of the Schedule 'B and C' Property includes the Row House, land price, basic civic amenities, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and as per the sanctioned plan;
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Schedule 'B and C' Property with prior intimation and subject to appointment being given by the Promoters, as the Promoters would have to undertake the necessary safety measures during the visit of the Allottee to the Project.

1.9 It is agreed that the Project is independent, self-contained and is not a part of any other project or zone and shall not form part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure / facilities / amenities for the benefit of the Allottee as per scheme of development of entire land / and further it is clarified that Project's amenities / facilities, shall be available for use and enjoyment of the Allottee/s development of entire Project.

1.10 The Promoters agree to pay all outgoings before transferring the physical possession of the Schedule 'B and C' Property to the Allottee and common amenities and facilities to the association as the case may be, which it has collected from the Allottee, 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 Promoters fail to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Schedule 'B and C' Property to the Allottees, the Promoters 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 therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. 00,00,00,000/- (Rupees _____ Only)

a) Rs. 00,00,000/- (Rupees _____ only) vide RTGS/NEFT/Online Transfer on Dated in favour of _____.

b) Rs. 00,00,000/- (Rupees _____ only) vide RTGS/NEFT/Online Transfer on Dated in favour of _____.

as amount being part payment towards the **Total Price of the Schedule 'B and C' Property** at the time of application and at the time of this agreement of sale, the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the **Schedule 'B and C' Property** as prescribed in the Payment Plan prescribed in **Schedule 'D'** as may be demanded by the Promoters within the time and in the manner specified therein:

1.12 Provided that if the Allottee delays in payment towards any amount **as per payment plan in Schedule 'D'**, the allottee 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 Promoters abiding by its obligations, the Allottee shall make all payments, on written demand by the Promoters as per Payment Plan in **Schedule 'D'**, within the stipulated time as mentioned in the payment plan prescribed in **Schedule 'D'** through a/c Payee cheque/demand draft/bankers cheque or online payment or electronic wire transfer (as applicable) in favour of ' _____ - Rera Account For _____ ' payable at, Bengaluru, Karnataka, India.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

4.1 The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Schedule 'B and C' Property, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

5. TIME IS ESSENCE:

5.1 The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Schedule 'B and C' Property to the Allottee.

6. DEVELOPMENT OF THE RESIDENTIAL COMPLEX:

6.1 The Allottee has seen the sanctioned plans and the amenities / facilities to be provided and accepted the development plan, payment plan and the amenities / facilities as annexed along with this Agreement. The Promoters shall develop the Project in accordance with the said development plan and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and provisions prescribed by the Planning Authority and applicable laws 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 Promoters shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SCHEDULE 'B and C' PROPERTY:

7.1 Schedule for possession of the said Schedule B and C Property – The Promoters agrees and understands that timely delivery of possession of the Schedule B and C Property to the Allottee/s is the essence of the Agreement. The Promoters assures to hand over possession of the Schedule B and C' Property along with, amenities / facilities forming part of the Project in place on _____, other amenities / facilities such as clubhouse shall be provided in Project, unless there is delay or failure due to Force Majeure conditions. If, however, the completion of the Project is delayed due to the

Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Schedule 'B and C' Property, 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 Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within **60 (sixty) days** from that date. The Promoters shall intimate the Allottee about such termination at least **30 (thirty) days** prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule 'B and C' Property to the Allottee in terms of this Agreement to be taken **within 2 (two) months** from the date of issue of the occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 (three) months from the date of issue of occupancy certificate. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking the possession, agrees to pay the maintenance charges as determined by the Promoters /Association of Allottees, as the case may be after the issuance of the occupancy certificate for the Project for upkeeping and maintaining the club house, common amenities and facilities. The Promoters shall hand over the final release order of the Schedule 'B and C' Property, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Schedule 'B and C' Property - Upon receiving a written intimation from the Promoters as per para 7.2, the Allottee shall take possession of the Schedule 'B and C' Property from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Schedule 'B and C' Property to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges.

7.4 Possession by the Allottee - After obtaining the final release order and handing over physical possession of the Schedule 'B and C' Property to the Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoters shall handover the necessary documents and plans, to the association of Allottees or the competent authority after the formation of the Association of Allottees, in accordance with law.

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

7.6 Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the booking amount being **10 % of** the Total Price of the Schedule 'B and C' Property paid for the allotment along with costs, if any, including administrative charges and remuneration paid to a registered real estate agent who may have facilitated the transaction. The balance amount of money paid by the Allottee shall be returned by the Promoters to the Allottee **within 60 days** of such cancellation.

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS AND ALLOTTEE:

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

- (i) The Landowner has absolute, clear and marketable title with respect to the Schedule 'A' Property, actual, physical and legal possession of the said Schedule 'A' Property respectively;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances on the Project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Project or Project Land;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by

following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and other regulations regarding the civic amenities areas.

- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Schedule 'B and C' Property to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Schedule ' B and C' Property to the Allottee;
- (xi) The Schedule 'B and C' 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 ' B and C' Property;
- (xii) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy certificate has been issued and possession of Row House, has been handed over to the Allottee;
- (xiii) 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 Promoters in respect of the said Project.

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

- (i) The Allottee after the execution of this Agreement for Sale shall make the payment as mentioned under Schedule 'B and C' without causing any delay, in case of any delay the Allottee is liable to pay the Interest. If the Allottee fails to make the payment within 10 days from the date of demand note, then a grace period of 30 days shall be provided to pay the amounts with Interest and if the Allottee thereafter defaults to make the payment then the Promoters shall be entitled to terminate this Agreement for Sale and forfeit the booking amounts being **10 % of the Total Price of Schedule ' B and C' Property** paid and refund the remaining amounts within a period of **60 (sixty) days as per clause 7.5 of this Agreement.**

- (ii) The Allottee as specified under this Agreement for Sale shall pay his/her/their share of the registration charges for registration of this Agreement for Sale & Sale Deed and after completion and receipt of final development plan sanction & occupancy certificate for the Project and he/she/they shall be liable to pay all municipal taxes and other charges, if any till he/she/they take the possession of the Schedule 'B and C' Property.
- (iii) The Allottee shall participate towards the formation of an association or society or cooperative society of the Allottees or federation of the same. The Promoters shall form an association comprising of the allottees / purchasers and that the Allottee/s shall sign necessary documents, bye-laws of the same and will adhere, comply to such bye-laws and other regulations as framed by the association or by Promoters till formation of the association and will compulsorily pay the necessary maintenance fee from time to time without any delay and default. The Allottee further agree that all the common amenities, facilities and club house shall be used and enjoyed by all the allottees / occupants and agree to pay the necessary maintenance fee for upkeep of the same as decided by the Promoters till formation of association and thereafter as decided by the association.
- (iv) The Allottee /s hereby agree/s that in case the Allottee /s fail/s to respond and/or neglects to take possession of the Schedule 'B and C' Property within the time stipulated under this agreement and as per applicable law, then the Allottee shall in addition to the above, pay to the Promoters holding charges at the rate of **Rs. 10/- (Rupees Ten Only)** per month per square feet of area of the Schedule 'B and C' Property ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the residential complex (if any) for the period of such delay. During the period of said delay the Schedule 'B and C' Property shall continue to be in possession of the Promoters but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition;
- (v) The Allottees undertakes and agree that they will solely be responsible towards the upkeep, security and maintenance of the Schedule 'B and C' Property and in any manner the Promoters will not be made liable with respect to the same after handover of possession of Schedule 'B and C' Property. The Allottees further agree and undertake to cut the trees if any grown in the Schedule 'B and C' Property only after obtaining necessary permissions from local authority and forest department. However, the Promoters as on date of handover of possession, has handed over peaceful vacant possession of Schedule 'B and C' Property.
- (vi) That the Allottee agrees and is aware that he/she/they shall not be entitled to transfer/assign the rights under this Agreement in favour of anyone else except with the prior written consent of the Promoters and payment of the transfer fee to the Promoters that may be fixed by the Promoters at its discretion which shall be Rs.200/- per square feet of BUA- Schedule 'B and C' Property. For the purpose of this clause, if the Allottee is a company-public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of

partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transfer and in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under this clause shall be payable. In case of any transfer within the family members then Rs. 10/- per square feet of BUA- Schedule 'B and C' Property as transfer fee shall be applicable. For the purpose of this clause the family members shall mean father, mother, husband, wife, son, daughter, brother and sister. Any assignment shall be, subject to the above condition and shall be permitted only by the way of the tripartite agreement between the Promoters, the Allottee and the intending transferee/assignee. The transferee / assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees and payment of the balance sale price as per the **Schedule 'D' of payment plan under this Agreement** to Promoters.

(vii) The Allottee/s agree and undertake that they shall pay applicable stamp duty, registration fee towards registration of Agreement for Sale and Sale Deed along with any other charges. The Allottee/s shall also pay the khata transfer fee, water connection charges (if applicable) as may be determined by the statutory authorities. If the Allottee avails any services of the Promoters for transfer of khata then they shall pay necessary facilitation fee of Rs. 00,000 (Rupees _____ Only) exclusive of taxes.

(viii) Club House and Facilities:

(a) The Promoters shall provide a club house, by constructing building and facilities in Pelican Square. The Club House shall be available for use and enjoyment of allottee/s, occupants of Project. Allottees shall be eligible to utilize the facilities in the terms of the conditions of the Club House and the Allottees shall pay maintenance charges as prescribed by Promoters/ Association from time to time.

(b) The ownership and possession of the Club House including movable assets will be absolutely and exclusively with the Association and they alone shall be entitled to:-

(i) Fix the entrance fees, subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.

(ii) Frame the rules and regulations regarding usage of the facilities at the 'Club House'.

(c) The Allottees are made aware that the members of the Club House are guided by the Club House – Bye Laws framed and amended from time to time.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoters shall be considered to be in default, in the following events:

- (i) Promoters fail to provide possession of the Schedule 'B and C' Property to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'possession' shall mean that the development works in the Project are complete in all respect including the amenities to be provided as per the Sanctioned Plan, as mentioned under the development plan as per **Schedule 'F' Property** and for which occupancy certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoters business as a developer on account of suspension or revocation of his/its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule 'B and C' Property, which shall be paid by the Promoters to the Allottee **within 60 (sixty) days** of it becoming due.

9.3 The Allottee shall be considered to be default, on the occurrence of the following events:

- (iii) In case the Allottee fails to make payments within a stipulated timeline as per demand note issued by the Promoter as per the Payment Plan annexed hereto, the Allottee shall be liable to pay Interest to the Promoters on the unpaid amount at the rate prescribed in the Rules;
- (iv) In case of Default by Allottee under the condition listed above continues for a period **beyond 40 (Forty) days**, the Promoters may cancel the allotment of the Schedule 'B and C' Property, in favour of the Allottee and refund the money paid

to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoters shall intimate the Allottee about such termination at least **30 (thirty) days** prior to such termination.

10. CONVEYANCE OF THE SCHEDULE 'B and C' PROPERTY:

10.1 The Promoters, on receipt of Total Price of the Schedule 'B and C' Property as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Schedule 'B and C' Property within 3 (three) months from the date of issuance of the Occupancy Certificate, to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 months from the date of issue of Occupancy Certificate. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the demand note, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

11. MAINTENANCE OF THE SAID RESIDENTIAL DEVELOPMENT/ SCHEDULE 'B and C' PROPERTY / PROJECT:

11.1 The Promoters shall be responsible to provide and maintain essential services in the Project by collecting maintenance charges as specified till taking over of the maintenance of the Project by the association of the Allottees.

12. DEFECT LIABILITY:

12.1 The Promoters shall rectify any structural defects or defect in workmanship, quality or provision of services with respect to the House/ Row House (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter and brought to the notice of the Promoter within **5 years** from the date scheduled for delivery or possession through an intimation/notice by the Promoter, or intimating the readiness to handover the house/ Row House, subject to Promoter having obtained occupancy certificate / partial occupancy certificate of the project, and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Agreement and / or Project under any circumstances. Structural defects shall not include plastering hairline crack. The above liability of the Promoter shall be restricted only to rectify / repair the above defects without charge within **90 days** and any consequential damages will not be covered under this Agreement. In the event of Promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

13. GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE 'B and C' PROPERTY:

- 13.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Schedule 'B and C' Property at his/her own cost, and shall not do or suffer to be done anything in the Project, or the Schedule 'B and C' Property or the civic amenities relinquished in favour of planning authority which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule 'B and C' Property and keep the Schedule 'B and C' Property, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition;
- 13.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade or anywhere in any portion of the Project except displaying his/her name on the building that may be constructed by him/her on the Schedule 'B and C' Property. Further the Allottee shall not store any hazardous or combustible goods in the Schedule 'B and C' Property and any heavy material on the roads in the Project causing hindrance to the movement of vehicles;
- 13.3. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

- 14.1 The Parties are entering into this Agreement for the allotment of the Schedule 'B and C' Property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

15. ADDITIONAL CONSTRUCTIONS:

- 15.1 The Promoters undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Sanctioned Plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

16. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 16.1 After the Promoters execute this Agreement, it shall not mortgage or create a charge on the Schedule 'B and C' Property 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 Schedule 'B and C' Property.

17. BINDING EFFECT:

- 17.1 Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the

Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within **30 (thirty) days** from the date of receipt by the Allottee and secondly, appears for registration of the same before the jurisdictional Sub-Registrar (*viz.*, any of the Offices under the jurisdiction of District Registrar) as and when intimated by the Promoters. If the Allottee (s) fails to execute and deliver to the Promoters this Agreement within **30 (thirty) days** from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within **30 (thirty) days** from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting administration charges and any other costs that the Promoters would have incurred.

18. ENTIRE AGREEMENT:

18.1 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 Schedule 'B and C' Property.

19. RIGHT TO AMEND:

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

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

20.1 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 Schedule 'B and C' Property and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Schedule 'B and C' Property, in case of a transfer, as the said obligations go along with the Schedule 'B and C' Property for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE:

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

21.2. Failure on the part of the Promoters 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.

22. SEVERABILITY:

22.1If 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.

23. FURTHER ASSURANCES:

23.1Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

24. PLACE OF EXECUTION:

24.1The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, after the Agreement is duly executed by the Allottee and the Promoters. Hence this Agreement shall be deemed to have been executed at Bangalore, Karnataka, India.

25. NOTICES:

25.1That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses specified below:

(a) In the case of notices to the Allottee :

Name: -----.

Address: -----.

(b) In the case of notices to the Promoter :

Designated Partners Name: Mr. _____

Address: _____.

25.2It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

26. JOINT ALLOTTEES:

26.1That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee 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 Allottees.

27. SAVINGS:

27.1Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Schedule 'B and C' Property, prior to the execution and registration of this Agreement for Sale for the Schedule 'B and C' Property, shall not be construed to limit the rights and interest of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

28. GOVERNING LAW:

28.1That 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.

29. DISPUTE RESOLUTION:

29.1All 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.

SCHEDULE "A" PROPERTY

All that piece and parcel of the property bearing Survey.No.73/6 (Old Sy.No.73/3), measuring 2 Acres 4 1/2 Guntas (converted for residential purpose vide Official Memorandum dated 03/06/2020 bearing No.136650, issued by Deputy Commissioner Office, Bangalore Urban District), situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore and bounded on the:

East by : Road;
West by : Sy.No.58;
North by : Sy.No.73/3 and 73/5;
South by : Sy.No.73/4;

SCHEDULE- B-PROPERTY

All that piece and parcel of the Row House bearing **No. ____**. Measuring _____ of along with right, title and interest formed/carved out of SCHEDULE A PROPERTY in the Residential Layout Known as _____ and bounded on the:-

East by:..... ;
West by: ;
North by: ;
South by: ;

SCHEDULE- C-PROPERTY

(Description of the residential Row House to be built)

The Residential Row House to be constructed on the SCHEDULE B PROPERTY comprises Super Built-up Area of _____ Square feet (inclusive of 3 towards club house, balconies, Car parking space).

GROUND FLOOR measuring **----** Sq.ft , having marble flooring;

FIRST FLOOR measuring **-----** Sq.ft, having marble flooring;

AND TERRACE FLOOR measuring **-----** Sq.ft., having marble flooring,

SCHEDULE- D

(PAYMENT PLAN)

| | |
|-----------------|----------|
| Booking Advance | Rs._____ |
|-----------------|----------|

| | |
|---|----------|
| On Agreement Of Sale | Rs._____ |
| On Row House Foundation Complete | Rs._____ |
| On Row House First Floor Slab Complete | Rs._____ |
| On Row House Second Floor Slab Complete | Rs._____ |
| On Row House Flooring & Painting Complete | Rs._____ |
| On Row House Electrical & Plumbing Complete | Rs._____ |
| On Row House Handover | Rs._____ |

SCHEDULE 'E'

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SPECIFICATIONS:

Structure

- ✧ Seismic II zone/ IS-1893 compliant RCC framed structure with concrete brick walls. ✧ No beams/ column offsets in living areas.
- ✧ 2 Carparks in Stilt and Guest parking in open surface.

Painting

- ✧ Interior Walls, Ceiling – Emulsion/Mineral Paint.
- ✧ Enamel Painting for MS works.
- ✧ External Walls - Combination of Textured Finish & External Grade Paint as per Architect's Scheme.
- ✧ Paints from Jotun/ Asian/ Berger/Zydex or Equivalent

Flooring

- ✧ Double Charged Vitrified Tiles in the Living, Kitchen, Dining & Bedrooms; Laminated wood flooring in master bedroom.
- ✧ Anti-skid ceramic floor tiles in Toilets.

- ❖ Vitrified/ Ceramic tiles from Simpolo/Somany/ Kazaria/ Restiles/Ultra or equivalent make

Doors

- ❖ Main Door -Timber/Engineered Door Frames with teak veneered flush doors with Polish.
- ❖ All Other Doors - Engineered Door Frames with flush door with enamel paint/ laminate wrap.
- ❖ Stainless Steel Hardware for all Doors.

Windows

- ❖ UPVC / AL Window frame with sliding shutters fitted with clear glass and mosquito mesh.
- ❖ UPVC / AL Ventilators (with exhaust fan provision) with Translucent Glass.
- ❖ MS Security grill(s) with enamel paint (where ever applicable).

Toilets

- ❖ Wall dado tiles: Glazed ceramic tiles up to false ceiling height.
- ❖ Fittings and Accessories: Pastel color wall hung EWC commode with concealed cistern.
- ❖ Wall hung /Over counter pastel color washbasins (where ever applicable).
- ❖ Chrome plated hot & cold wall mixer with head shower, pillar cock, health faucet, etc..
- ❖ Dual plumbed: The building with two sets of pipes: one for fresh water and one for recycled water.
- ❖ Concealed Master Control Cock in all Bathrooms.
- ❖ Provision for Solar water heating system for showers and in utility.
- ❖ All plumbing will be pressure tested.
- ❖ Sanitary ware & CP Fittings from Vitra/Hans Grohe/ Kohler/ Jaguar/Duravit or Equivalent make.
- ❖ Plumbing material from Astral/ Supreme/ Ashirvad/ Prince or Equivalent make.

Kitchen

- ❖ Glazed ceramic tile dado for 2 feet over a kitchen platform counter.
- ❖ Stainless steel double bowl sink with table/wall mount tap in utility area.
- ❖ Provision for water purifier point.
- ❖ Provision for washing machine, dishwasher and gas cylinders in the utility area.
- ❖ Granite platform and Stainless steel sink in Utility.
- ❖ Stainless steel sink of make Carysil, Frankie, Nirali or Equivalent make.

Electrical & Communication

- ❖ Power supply of 7KVA for Row House.
- ❖ Concealed conduits with good quality fire-resistant copper wires.

- ✧ Good Quality modular electrical switches & sockets.
- ✧ Earth Leakage Circuit Breaker (ELCB), ACCL (Automatic Source Changeover with Current Limiter) and meter for each Row House.
- ✧ One Miniature Circuit Breaker (MCB) for each room provided at the main distribution box. ✧ Geyser points in toilets;
- ✧ Washing machine, dishwasher, refrigerator, aqua, hob and microwave points in kitchen & utility.
- ✧ TV points in living and all bedrooms except in guest room.
- ✧ Telephone point in Living.
- ✧ Split AC provision in all bedrooms.
- ✧ Sufficient light, fan and power outlets points will be provided.
- ✧ Exhaust fan provision in all Bathrooms.
- ✧ Data Point in all Bedrooms, Living and Office Room.
- ✧ Fiber To The Home (FTTH).
- ✧ Provision for electric car charging in carpark.
- ✧ Lift provision in Type A Row House s only.
- ✧ Wire – LAPP/ Finolex or Equivalent make; Cable - RR cabel/Polycab/KEI or Equivalent make
- ✧ Modular switches & sockets - Schneider/ Legrand/ Crabtree or Equivalent make

Safety & Security

- ✧ Compound wall around the housing complex.
- ✧ 24/7/365 Manned Security at entry/ exit & other vantage points
- ✧ CCTV Camera at entry/ exit, children play area & other vantage points.

Power Backup

- ✧ 100% stand-by generator for lights in common areas, STP and the water pumps. ✧ 1000W (all lights, fans & Living TV point) power back-up for each Row House, with fully automatic change-over switch and ACCL switch.

Water Metering

- ✧ The use of meter to track the use of domestic water per Row House to enhance the water performance of residential dwelling.

FACILITIES & AMENITIES:

- ✧ **Club Houses**
 - o Multi-purpose Party Hall
 - o Party Lawns
 - o BBQ and Food Counter
 - o 2 Nos of Indoor Badminton Courts

- o 1 Nos Squash Court
- o Indoor Gymnasium
- o Indoor Games – TT table, Pool Table, Carroms
- o Yoga/ Zumba Room
- o 3 Nos of Guest Rooms
- o 2 Nos of Tuition Rooms for Dance, Music, Painting, Literature, etc..
 - o Steam Bath
 - o Sauna Bath
 - o Swimming pools – Adults & Kids
- ❖ Outdoor Games: Beach Volley Ball, Half Basket Ball court, Cricket Practice Net, Golf Putting, etc..
 - ❖ Outdoor Gym
 - ❖ Parks,
 - ❖ Children's Play Areas- Giant Ludo/ Chess/ Snake & Ladders, etc..
 - ❖ Jogging track
 - ❖ Leisure Plaza and many more...
- ❖ Sewage Treatment Plant / Water treatment plant / Rainwater Harvesting Pits. ❖ Fiber To Home (FTH) / CCTV Surveillance / 24*7 manned security.
- ❖ Power Backup with auto fail-over: 100% stand-by generator for lights in common areas & club house, STP and WTP. 1000W (all lights, fans, TV & Fridge) power back-up for each Row House.

SCHEDULE 'F'

RIGHTS AND OBLIGATIONS OF THE PURCHASER

The PURCHASER/S hereby agree/s to bind himself, his heirs, successors in interest, representatives and assigns to the following:

1. Not to raise any construction in addition to that mentioned in Schedule C above.
2. Not to use or permit the use of the construction referred to in Schedule C above in the manner which would diminish the value of the utility in the property described in the Schedule A above or any construction made thereon.
3. Not to use the space in the land described in Schedule A above left after the construction referred to in Schedule C above for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or otherwise from any other part of the construction.
4. Not to default in the payment of any taxes or levies to be shared by the other House/ Row House Owners of the Property described in the Schedule I above or expenses to be shared by the VENDOR of the constructions thereon of any specific part thereof provided

such taxes or levies become leviable from the date of his/her/their respective House/ Row House is ready for occupation.

5. Not to decorate the exterior of the Property to be constructed by the Promoter for the Purchaser/s other than in the manner agreed to by at least two-third majority of Owners of houses/ Row House s over the land described under Schedule A above.

6. Not to make any arrangement for maintenance of the building referred to in Schedule B above and ensuring common amenities therein for the benefit of all concerned other than that agreed to by two-third majority of all House/ Row House Owners.

7. The covered parking lot for the respective Owner/s will be used by them for parking their four wheelers or two wheelers only.

8. The PURCHASER/S shall have no objection whatsoever for the PROMOTER to hand over the common area and facilities to the Association as soon as it is formed and pending registration of the same.

9. The PURCHASER/S shall have no objection whatsoever for construction of covered car parking space for other Purchaser/s and such spaces shall always remain the Property of the respective Purchaser/s.

10. Full rights and liberty for the PURCHASER/S in common with all other persons entitled, permitted or authorised to the like rights at all times of the day or night and for all purposes to go, pass and repass all open spaces, lobbies, parking spaces and terraces (staircases and passage inside and outside the building and constructions described in the Schedule hereto.

11. Full right and liberty to the PURCHASER/S in common with all other person/s with or without motor cars or other permitted vehicles at all times day and night and for all purposes to go and pass over the land appurtenant to the building constructed in the land described in the Schedule A above.

12. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.

13. The free and uninterrupted passage of running water, soil, gas and electricity from and to the construction through sewers, drain and water courses, cables, pipes and wires which now are, or may at any time hereinafter be in under or passing through the building or any part thereof.

14. Right of passage for the PURCHASER/S and PURCHASER'S agents or workmen to the other part of the building at all reasonable times (on the notices) to where the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.

15. Rite of passage for the PURCHASER/S or by his/her/their agent or workmen to the other parts of the building at all times (on notices) to enter into and upon other parts of the building for the purpose of repairing, cleaning, maintaining or renewing any such

sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and for making good any damages caused.

16. To lay cables or wires through common walls or passages for telephone installations, howsoever respecting the equal right of the others thereof.

17. The rights for the PURCHASERS servants, workmen and other at all reasonable times (on notice) to enter into and upon other parts of the said building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule B hereto or any part of the building giving subjection or literal support shelter or protection to the construction thereof.

18. Right to deal with or any of the acts aforesaid without notice in case of emergency.

19. Any dispute regarding any right of use of space, way of entry or use of common premises etc., shall be settled by the Association to be formed and pending formation of the Association by the PROMOTER on the basis of majority of the votes of the other Purchaser/s of the premises.

20. The PURCHASER/S in proportion of his/her/their share along with other Purchaser/s in the proportion of their shares, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

All the rates and out goings payable if any in respect of the land described in the Schedule A hereto and the building thereon.

The expenses of routine maintenance including painting, white washing, cleaning etc., and provision of the common services to the building as set out below:

- a. Maintenance of pump sets and other machineries, sanitary and electrical lines, common to the complex.
- b. Payment of electrical and water charges for common services.
- c. Replacement of bulbs in corridors/ driveways.
- d. Maintenance of garden potted plants in the complex.
- e. Provision of (night) watchman, and other security etc.,

Till such time as the formation of association is registered the services mentioned in the above clause will be carried by the PROMOTER. Thereafter decisions taken by the majority of the Purchaser/s and the interpretations of this clause would be determined by decision of the majority of Purchaser/s (OWNERS) and repairs/maintenance work carried out against payment of such sums as may be determined by them from time to time.

Should a PURCHASER/S default payment due for any common expenses, benefits, or amenities the First Party or the Association of the House/ Row House owners, shall have

the right to decide and remove such common benefits or amenities including electricity and water connection from his/her enjoyment.

If at any time of development and/or any charges are levied or sought to be demanded and recovered by the Municipal Council and/or any department of Government or any other public authority in respect of the said land and/or construction after completion of the building, and handing over the possession the same shall be borne and paid by all the Purchaser/s among themselves in proportion to the respective floor areas of such houses/ Row Houses.

SCHEDULE 'G'

REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER

The VENDOR/PROMOTER hereby covenant with the PURCHASER/S as follows:

1. The VENDOR/PROMOTER will require every person for whom they shall hereafter construct any constructions in the said building to covenant and to observe the restriction set forth in the Schedule above.
2. That the VENDOR/PROMOTER and the assignees/claiming under through or in trust for the PROMOTER for the building or any part thereof will always respect the rights of the PURCHASER/S mentioned in this agreement and in the Schedule mentioned above.
3. The VENDOR/PROMOTER in constructing any House/ Row House s hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right reserved for the PURCHASER/S herein nor shall contract to exclude for their other PURCHASER/S any burden expressed to be shared by the PURCHASER/S herein.
4. The VENDOR/PROMOTER accepts and agrees that any covenants by them in the future in any Agreement/s or document/s reducing or altering the rights of the PURCHASER/S or imposing on the PURCHASER/S any restriction not found herein before shall be void.
5. The VENDOR/PROMOTER shall give inspection of all the title deeds relating to the Schedule A Property, retained with them at the request of the PURCHASER/S or his/her/their nominees at all reasonable times and hand over the same to the House/ Row House owners Association on its formation and registration.
6. PROVIDED always the PURCHASER/S shall be liable for the charges for common amenities and charges for meter rent, electricity and water from the date of communication by the PROMOTER to the PURCHASER/S of the readiness to hand over possession of the property referred to in Schedule C above.
7. Any delay or indulgence by the PROMOTER enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the PROMOTER of any breach or non-compliance of any of the terms and conditions and covenants of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the PROMOTER and shall also fully and effectually discharge the PROMOTER.

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

Allottee: (including joint buyers)

1) Signature:

Name: -----.

2) Signature:

Name: -----.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Vendor:

Signature:

Name: _____.

Rep. _____

(For Self and as Power of Attorney Holder for the Landowner)

Address: _____

At Bangalore on _____ in the presence of:

WITNESSES:

| | |
|-----------------------------|-----------------------------|
| Witness No. 1: Signature | Witness No. 2: Signature |
| Name | Name |
| Address | Address |