

## **AGREEMENT FOR SALE**

**THIS SALE AGREEMENT IS MADE AND EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, TWO THOUSAND TWENTY FIVE (\_\_\_\_/\_\_\_\_/2025) AT BANGALORE:-:**

### **BETWEEN:**

**M/s. SADHGURU DEVELOPERS,**

A registered partnership firm having its place of Business at  
Site No.52, Brundavana Layout, 1<sup>st</sup> Main, Bethel Nagar,  
Basavanapura, K R Puram Hobli, Virgonagar Post, Bangalore – 560 049.

Represented by its Managing Partners

**1. Mr. K. SRIDHAR,** Aged about 44 Years

Son of Sri. K Nagamuni Naidu,  
Aadhaar: 4645 4610 5231 & PAN: AZHPSS674C

**2. Mr. D. SUDHAKAR NAIDU,** Aged about 52 Years

Son of Sri. Venkatappa Naidu  
Aadhaar: 9782 9029 7591 & PAN: BCVPD8941F

Hereinafter called the **OWNERS / VENDORS / PROMOTER / BUILDER / DEVELOPER**, which term shall wherever the context so applies shall include their/its legal heirs, assigns, successors, executors, administrators and legal representatives of the party of the **First Part**.

### **AND**

**1. Mr.** \_\_\_\_\_, aged about \_\_\_\_\_ years,  
S/o Sri. \_\_\_\_\_,

**2. Mrs.** \_\_\_\_\_, aged about \_\_\_\_\_ years,  
W/o. Mr. \_\_\_\_\_,

Both are R/at No. \_\_\_\_\_.

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).

### **DEFINITIONS:**

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

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) “appropriate Government” means the State Government of Karnataka;

- c) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- e) "Section" means a section of the Act.
- f) "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.
- g) "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
- h) "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.
- i) "Booking/Earnest Money" shall mean 10% of the Sale Consideration and Estimated Other Charges together payable under this Agreement.

#### **WHEREAS:**

A. **WHEREAS**, the **OWNERS/PROMOTER** is the absolute owner of all that piece and parcel of the property bearing **Converted New Survey No.29/6, Old Survey No.29, Katha No.29/6, PID No.150200401600620418**, measuring **1 Acre 01 Gunta** and One Gunta Karab land {Converted from agricultural to non-agricultural residential purpose vide Conversion Order bearing No.744363, dated:11.03.2025, issued by the Deputy Commissioner, Bangalore Urban District, Bangalore} situated at **BENDIGANAHALLI VILLAGE**, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which Property is more fully described in Schedule A given hereunder and hereinafter referred to as Schedule A Property, The Vendor Firm had acquired the same vide registered Sale Deed dated.15/04/2025, registered as document bearing No.BNS-1-00634-2025-26, registered before the Office of the Sub-Registrar, Banaswadi, Bangalore.

**AND WHEREAS**, the Vendor Firm herein who is also a builder have prepared a Development Scheme for the construction of multi-storeyed apartment known as "**SRI SAI ABHAYAM**" on the land described in the Schedule "A" hereto

**B.** The Said Land is earmarked for the purpose of building a residential project, comprising Schedule 'A' Property multistoried apartment buildings and the said project shall be known as "**SRI SAI ABHAYAM**".

**C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

**D.** The **M/s. SADHGURU DEVELOPERS** has granted the commencement certificate to develop the Project vide approval dated.10.11.2025, registration No.HPA/C.C/431/2025-26/2176, issued by Hosakote Town Planning Authority.

**E.** The Promoter has obtained the final sanctioned plan, specifications and approvals for the Project and also for the apartment, as the case may be, from Hosakote Town Planning Authority vide Letter No.HPA/C.C/431/2025-26. If the Vendors/Developers are eligible to purchase the additional FAR/FSI or TDR or Premium FAR for the property and the developer will apply the modification/ revised plan for additional floor/s in due course from the concerned authority and the Allottee/s shall not dispute or object to the same and these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

**F.** The Promoter has registered the Project under the provisions of the Act with the \_\_\_\_\_ (Name of Union Territory) Karnataka Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.”

**G.** The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (“Building”) along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ 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 A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

**I.** the Purchaser/s after having gone through the title documents thoroughly and after having satisfied about the title of the Vendor/Builder over the Schedule Property and after having convinced with the scheme formulated by the Vendor/Builder has/have agreed to enter into this agreement. WHEREAS, the parties hereto decided to have the aforesaid terms and conditions reduced to writing under this agreement as follows:

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

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

**L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G;

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("Total Price") (Give break up and description):

**Explanation:**

- The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) and the same shall be payable by the Allottee on or before handing over the possession of the apartment/plot to the allottee and the project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate / occupancy certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes after the expiry of the schedule dated of completion of the project as per registration with the authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;

The ALLOTTEE/S are also under obligation to pay: -

- a) The Stamp Duty and Registration Fees payable on this Agreement as well as on the Sale Deeds in respect of conveyance in favour of Allottee and UDS in favour of the Association of Allottees (as defined hereunder to be executed in favour of the ALLOTTEE/S and Association of allottees); Legal fees and incidental charges in regard to this Agreement as also the Sale Deeds as prescribed at the time of registration;
- b) Difference of Value added tax & service tax /GST, Infrastructure Charges and any other tax payable in respect of Schedule "B" Property;
- c) Advance maintenance charges of common maintenance for one year, which is Rs.3/- per sq. ft. plus GST per month before registration on super built-up area.

d) For the purpose of this Agreement, 20% of the Sale Consideration and Estimated Other Charges together payable under this Agreement shall be the booking/earnest Amount.

e) Presently the Developer is not collecting the deposits payable to BWSSB. The allottee has to pay the charges applicable to the developer /Association whenever applicable.

- The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manners specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- The Total Price of [Apartment/Plot] 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

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

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

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

1.6 It is agreed that Promoter will obtain approval of revised building plan for the additional floors of eligible FAR/FSI or TDR or Premium FAR in due course. The allottee(s) hereby give their irrevocable consent, approval and authorization for the same. It is agreed that the Promoter shall not make an additions and alterations in the floor plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of this apartment, without the previous

written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

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

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

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

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

1.12 Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the specified in the Rules and fails make payments within 15 days from the date of demand at the option of the developer he can cancel the agreement and shall return the advance amount received without interest within 60 days from the date of cancellation.

In case, the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Non-Refundable Amounts. Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering a deed of cancellation or such other document ("Deed") within 15 (fifteen) days from the date of receipt of termination notice from the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration of the said Deed shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Allottee/s and the Developer's right to sell/transfer the Apartment including but not limited to the Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration and any other charges thereof shall not be refunded to the Allottee/s upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or the Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **M/s. SADHGURU DEVELOPERS** payable at Bangalore, vide Account Number: 13670 1300 000 0140, IFSC Code: KVBL0001367, Bank Name: Karur Vysya Bank, Branch Name: K R Puram, at Bangalore.

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

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

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

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

## **5. TIME IS ESSENCE:**

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



## **6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant State 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 Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT/PLOT**

7.1 Schedule for possession of the said [ Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [ Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [ Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31<sup>st</sup> December 2027 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/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [ Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. The Allottee, after taking the possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the

completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same time.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 60 days of such cancellation.

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

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

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/Plot] 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/Plot] 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/Plot] 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/Plot] to the Allottee and the common areas to the Association of the allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or buildings, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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

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

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

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, 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 shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within Sixty days of it becoming due.

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

- In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

- In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot], in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

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

## **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 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 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs

- (i) Misuse, modification or repairs (through any third party or otherwise) effected by the Allottee;
- (ii) Cases of Force Majeure;
- (iii) Failure on the part of the Allottee in maintaining the equipment, fixtures and amenities provided or installed in the Schedule B Apartment in accordance with the manufacturer's instructions; and
- (iv) Acts of misfeasance on the part of the Allottee. Warranty for other equipment / fit outs like the electrical fittings, bathroom fittings, lifts, Generator sets, etc., shall be as provided by the respective manufacturers on their standard terms.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

### **14. USAGE:**

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

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment /Plot] 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/Plot] 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 / Plot] and keep the [Apartment / Plot] , 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.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment / Plot].

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

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

The parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

## **17. ADDITIONAL CONSTRUCTIONS:**

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

## **18. LEGAL CHARGES FOR FORMATION OF SOCIETY / LIMITED COMPANY / FEDERATION / APEX BODY**

The Allottee/s shall on demand pay to the Developer charges/expenses towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the Association of Owners /Apex Body, and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

## **19. RIGHT TO ASSIGNMENT:**

Only after (i) payment of minimum 50% (fifty percent) of the Sale Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of Allotment Letter dated: Allotment Letter date from application page whichever is later the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person /entity after obtaining prior written consent of the Developer. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/governmental directions, the Allottee/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer/administrative fee of Rs.150/- (Rupees Two Hundred and Fifty only) per square feet plus taxes as applicable on the Total Area of the Apartment to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

## **20. FIT OUT MANUAL**

20.1 The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interiorwork strictly in accordance with the rules and regulations framed by the Developer/association/apex body/apexbbodies ("Fit-Out Manual") and without causing anydisturbance, to the other Allottee/s of apartments in the building in which the Apartment is located. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or to the building, the Developer shall be entitled to call upon the Allottee/s to rectify the same and to restore the Apartment and/or building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee/s does not rectify the breach within such period of 30 (thirty) days, the

Developer may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer/, the same would be deemed to be a charge on the Apartment. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the building(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the building(s).

20.2 Upon the possession of the Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the Apartment, possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the building and/or allottees therein, the Allottee/s consent(s) to the Developer to break open the lock on the main door/entrance of the Apartment and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the Apartment.

## **21. HOARDING RIGHTS**

The Allottee/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association of Owners and the Allottee/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Association of Owners for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

## **22. UNSOLD APARTMENT/FLAT**

- (i) All unsold/unallotted apartment(s) and car parks in the Project, including the the proportionate Common Areas in the Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s) and shall be entitled to enter upon the Project Land and the building appurtenant thereto in order to enable it to complete any unfinished construction



work, for purposes of development of the future development (if any) on the Said Land and to provide amenities and facilities in the Project as the Developer may deem necessary.

(ii) The Developer shall without any reference to the Allottee/s, Association of Owners /Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal within any manner whatsoever all such unsold and/or unallotted apartment(s) therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the Allottee/s of different apartment(s) in the Project on terms and conditions decided by the Developer at its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the Association of Owners / Apex Body / Apex Bodies. The Allottee/s and / or the Association of Owners / Apex Body / Apex Bodies shall not claim any reduction in the Sale Consideration and/or Estimated Other Charges and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy/ regular maintenance charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Association of Owners / Apex Body/ Apex Bodies.

## **23. MORTGAGE & SECURITY**

The Developer if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the building where the Apartment is situated) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the Association of Owners / Apex Body / Apex Bodies in accordance with Relevant Laws. The Allottee/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the building where the Apartment is situated) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment agreed to be transferred hereunder.

## **24. 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/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

#### **24. 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/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

#### **25. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 and THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:**

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

#### **26. BINDING EFFECT:**

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

#### **27. ENTIRE AGREEMENT:**

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

#### **28. RIGHT TO AMEND:**

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

## **29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:**

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

## **30. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

## **31. FLOOR SPACE INDEX**

31.1 The Allottee/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Said land including the existing and future FSI and/or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and Development of facilities and/or amenities on any part of the Said Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

31.2 The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with the Said Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit; (ii) the Developer may also sell/transfer its stake in the other phases to any person as it may deem fit, in accordance with the then existing applicable laws. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development that may be undertaken in phases as mentioned above by the Developer on the Said Land.

31.3 Neither the Allottee/s nor any of the other Allottees of the Apartment in the Project being constructed on the Project Land, nor the Association of Owners/Apex Body/ies to be formed of Allottees of apartment(s) of the Project shall be entitled to claim any FSI and/or TDR howsoever available on the Said Land. All FSI and/or TDR at any time available in respect of the Said Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer,

31.4 The unutilized / residual FSI (including future accretions/enhancement due to change in law or otherwise) in respect of the Said Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal /use the FSI/TDR as it may deem fit, without any Objection /interference from the Allottee/s /Association of Owners / Apex Body. In the event of any additional FSI in respect of the Said Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Said Land as may be permissible.

### 32. NOTICES:

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

**M/s. SADHGURU DEVELOPERS,**

A registered partnership firm having its place of Business at  
Site No.52, Brundavana Layout, 1<sup>st</sup> Main, Bethel Nagar,  
Basavanapura, K R Puram Hobli, Virgonagar Post, Bangalore – 560 049.

Represented by its Managing Partners

**1. Mr. K. SRIDHAR,** Aged about 44 Years

Son of Sri. K Nagamuni Naidu,  
Aadhaar: 4645 4610 5231 & PAN: AZHPSS674C

**2. Mr. D. SUDHAKAR NAIDU,** Aged about 52 Years

Son of Sri. Venkatappa Naidu  
Aadhaar: 9782 9029 7591 & PAN: BCVPD8941F

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

### 33. JOINT ALLOTTEES:

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

**34. SAVINGS:**

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

**35. GOVERNING LAW:**

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

**36. 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 parties concerned may seek resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority.

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

**SCHEDULE ‘A’ PROPERTY**

All that piece and parcel of the immovable Property bearing **Converted New Survey No.29/6, Old Survey No.29, Katha No.29/6, PID No.150200401600620418**, measuring **1 Acre 01 Gunta** and One Gunta Karab land {Converted from agricultural to non- agricultural residential purpose vide Conversion Order bearing No.744363, dated:11.03.2025, issued by the Deputy Commissioner, Bangalore Urban District, Bangalore} situated at **BENDIGANAHALLI VILLAGE**, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the;

- East by : Road and Land in Survey No.32 & 33;
- West by : Land in Survey No.27 & 28;
- North by : Land in Survey No.30;
- South by : Land in Survey No.29/5;

**SCHEDULE ‘B’**

Residential Apartment bearing No. \_\_\_\_\_ on \_\_\_\_ Floor

Areas	Area in Sq.Ft.	Area in Sq.Mtrs
Carpet Area		
Outer Wall Area		
Balcony Area		
Common Area		
S.B.U.A		

together with \_\_\_\_\_ Sq.Mtrs or \_\_\_\_Sq.ft of undivided share in the land comprised in Schedule ‘A’ Property with one covered parking space including proportionate share in common areas such as passages, lifts, lobbies, staircase, etc., of multistoried residential building known as " **SRI SAI ABHAYAM**" constructed over Schedule "A" Property.

**SCHEDULE ‘C’ - PAYMENT PLAN BY THE ALLOTTEE**

PAYMENT PLAN		
Sl.	INSTALMENT DUE STAGE	Percentage Due
1	As Advance towards Booking	10%
2	On Completion of Foundation	10%
3	On Completion of First Slab	10%
4	On Completion of Second Slab	10%
5	On Completion of Third Slab	10%
6	On Completion of Fourth Slab	10%
7	On Completion of Fifth Slab	10%
8	On Completion of Wall Work	10%
9	On Completion of Plastering	10%
10	On Completion of Floorings	5%
11	Balance against Registration	5%

**SCHEDULE ‘D’ - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

**FRAMED STRUCTURE :** RCC framed structure

**SUPER STRUCTURE** : 6” Solid cement Blocks for external exposed walls and 4” Solid cement Blocks for Internal walls

<b>PLASTERING</b>	: Internal and external 1:5 C.M. sponge finish cement plastering.
<b>MAIN DOOR</b>	: Good quality Teak wood door frames & Teak wood door shutter with polish.
<b>Other doors/ shutters</b>	: Sal/Hard wood frame with Laminated flush door shutters
<b>WINDOWS</b>	: UPVC Sliding Windows with safety grills.
<b>FRENCH DOOR</b>	: UPVC Sliding windows with glass doors.
<b>FLOORING</b>	: Vitrified/GVT tiles 800x800 or 600x1200 in Drawing, Dinning, Kitchen, Bed Rooms and 600x600 anti-skid Ceramic tiles for bath-Rooms and Balconies.
<b>TITLES CLADDING</b>	: <b>Bath Rooms</b> : glazed ceramic tiles dado up to 7' height.
<b>PAINTING</b>	: <b>External:</b> Two coated exterior Apex/Weather Coat of Asain or equivalent make over one coat of primer. <b>Internal</b> : Birla or equivalent smooth wall putty finish with premium emulsion Paint of Asian or equivalent makes
<b>KITCHEN</b>	: Provision for kitchen sink & water purifier.
<b>UTILITIES/WASH</b>	: Provision for washing machine.
<b>TOILETS</b>	: All C.P fittings, washbasins & wall mounted commodes are Essco by Jaguar or equivalent make. Hot & Cold mixer with shower and provision for geysers in all toilets.
<b>ELECTRICAL</b>	: Concealed copper wiring of Anchor/Finolex or Equivalent make. Power outlets for Geysers in all bathrooms Power plugs for normal appliances in kitchen. Single phase supply for each unit individual meter.
<b>TELECOM CABLE TV</b>	: Telephone point in Living Area. : Provision for cable connection in Living Room.
<b>LIFT</b>	: 6 Passenger's Kone/Johnson/equivalent brand lift
<b>CORRIDORS &amp; STAIRCASE</b>	: Combination of Vitrified Tiles & Granite Flooring in Corridors with Staircase railing.
<b>GENERATOR</b>	: 1 KVA for each flat and for entire common Areas include lift & motors.

**SCHEDULE ‘E’ - SPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)**

**Amenities**

- Swimming pool, Party Hall/Gym, Cricket Practice net, Half Basket Ball court & Skating Ring

**Safety & Security**

- Compound wall around the Apartment complex.
- 24/7/365 Manned Security at entry/ exit & other vantage points

**Power Backup**

- 100% stand-by generator for lights in common areas.

**SCHEDULE ‘F’ - DESCRIPTION OF THE ENTIRE PROPERTY COVERED AS PER SANCTIONED PLAN, WITH DETAILS OF BOUNDARIES (EAST, WEST, NORTH AND SOUTH). THE AREA SHALL BE MENTIONED IN SQUARE METERS. IF THE SITAL AREA IS IN IRREGULAR SHAPE TOTAL AREA SHALL BE CALCULATED AS PER THE TOTAL STATION SKETCH AND ENGINEERING AREA CALCULATION.**

All that piece and parcel of the immovable Property bearing **Converted New Survey No.29/6, Old Survey No.29, Katha No.29/6, PID No.150200401600620418**, measuring **1 Acre 01 Gunta** and One Gunta Karab land {Converted from agricultural to non- agricultural residential purpose vide Conversion Order bearing No.744363, dated:11.03.2025, issued by the Deputy Commissioner, Bangalore Urban District, Bangalore} situated at **BENDIGANAHALLI VILLAGE**, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the;

- East by : Road and Land in Survey No.32 & 33;
- West by : Land in Survey No.27 & 28;
- North by : Land in Survey No.30;
- South by : Land in Survey No.29/5;

**SCHEDULE ‘G’- DETAILS OF THE COMMON AREA.**

Specify the details of the Common Area under the following:

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

**WITNESS: -:**

1.

**PROMOTER/ S**

2.

**ALLOTTEE/ S**