

Paragraphs not highlighted are as per the draft Agreement notified under official Gazette.

Paragraphs highlighted in Yellow are additions or modification made by Sobha Limited in the draft Agreement.

SOBHA

AGREEMENT FOR SALE

SOBHA ALTAIR

Situated at Hadosiddapura Village,
Varthur Hobli,
Bengaluru East Taluk,
Bengaluru

Between

Mrs. Kumudha Kumar Babu

And

Sobha Limited

In-favour of

<Name1>

<Name2>

Apartment No: <Unit No>/<Floor> Floor

SOBHA LIMITED

Registered Office: "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli,
Bellandur Post, Bengaluru – 560103

AGREEMENT FOR SALE

This Agreement for Sale (**'Agreement'**) is made and executed on this _____, at Bengaluru.

BY AND BETWEEN:

Mrs. KUMUDHA KUMAR BABU

Aged about 50 years

W/o. Mr. B.P. Kumar Babu,

R/o No.132, Vishnu Paadham, 4th Main,

Defence Colony, Indiranagar,

Bengaluru-560038

PAN: APKPK7087C

Aadhaar No. 24007983243

The aforesaid party is represented by her GPA Holder Sobha Limited, under registered GPA dated 03.07.2015, and having its registered office at "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru- 560103; hereinafter referred to as the **"OWNER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her successors-in-interest, executors, administrators, legal heirs and permitted assigns

AND:

SOBHA LIMITED

PAN: AABCS7723E

CIN: L45201KA1995PLC018475

A Company incorporated under The Companies Act, 1956, having its registered office: at "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103 represented by its Authorised Signatory **Mr. _____**, authorized vide board resolution dated _____, hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators, its successor in title and assigns).

AND:

1. <Name1>

<Relation1> <Name3>

Aged about <Age1> years

<Pan1>

Aadhaar No:

2. <Name2>

<Relation2> <Name4>

Aged about <Age2> years

<Address1>

<Pan2>

Aadhaar No:

Hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their legal heirs, representatives, executors, administrators, successors-in-interest and permitted assigns).

The Owner, Promoter and the Allottee/s are collectively referred to as the **“Parties”** and individually referred as the **“Party”** as the case may be

I. 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 (Central Act of 2016);
- (b) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect.
- (c) **“Association of Allotees/Owners”** shall mean as per the applicable provisions provided in The Real Estate (Regulation & Development) Act, 2016, The Karnataka Real Estate (Regulation & Development) Rules, 2017 and The Karnataka Apartment Ownership Act 1972 as the case may be.
- (d) **“Appropriate Government”** means the State Government of Karnataka;
- (e) **“Block/s – Wing/s”** shall mean individually the Block/s and Wing/s to be constructed in the Phases being developed on Schedule “A” Property as per the Sanction Plan.
- (f) **“Booking Amount/Earnest Money”** shall mean 10% of the **Sale Consideration** detailed under clause 1.
- (g) **“Carpet Area”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the areas covered by the internal partition walls of the Apartment.
- (h) **“Common Areas, Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure III hereto which will be common for all Blocks/Wings. The Common Areas, Amenities and Facilities are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Promoter or the Association to be followed by all the Allotees/Owners of the Apartments.
- (i) **“Project”** shall mean all residential buildings and infrastructures developed in Schedule “A” Property known as **“SOBHA ALTAIR”**;
- (j) **“Deed of Declaration”** shall mean the deed that will be executed by the Promoter declaring Project details, Common Areas, Common Amenities and Facilities of the Project under the provision of The Karnataka Apartment Ownership Act, 1972.
- (k) **“Interest”** means the rate of interest payable by the Promoter to the Allottee/s or by the Allottee/s to the Promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two per cent and all other applicable taxes.
- (l) **“Other Charges and Expenses”** shall mean the amount such as costs incurred for infrastructure development as required by the authorities for obtaining the BESCOM and BWSSB connections/services and the expenses incurred for obtaining and developing such infrastructure and any other such charges and expenses, which amounts the Allotees is required to pay in addition to the Sale Consideration, Construction Cost and Statutory Payments.
- (m) **“Payment Plan”** shall mean the payments of instalments payable by Allottee/s to the Promoter as per Annexure VI hereto;
- (n) **“Rules”** means The Karnataka Real Estate (Regulation and Development) Rules, 2017;
- (o) **“Regulations”** means the Regulations made under The Real Estate (Regulation and Development) Act, 2016;
- (p) **“Sale Consideration”**: shall means the basic cost/price of the Total Price with respect to Schedule B and C Property which is detailed under clause 1
- (q) **“Section”** means section of the Act;

- (r) **“Statutory Payments”** shall mean statutory charges such as deposits payable to BESCOM and Water and sewage Connection and/or to any other statutory bodies, including Goods and Service Tax (**“GST”**) as applicable from time to time, which will be payable by the Allottee/s in addition to the Sale Consideration and Other Charges and Expenses, under this Agreement;
- (s) **“Super Built Up Area”** of any Apartment shall mean the aggregate of (i) the Carpet Area of such Apartment, and (ii) thickness of the external walls (iii) balconies (iv) terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (t) **“Undivided share in Land”** means the proportionate and corresponding undivided share in land appurtenant to the Apartment comprised in and forming part of the Schedule “A” Property, available for development;
- (u) **“Total Price”**: shall means the total consideration which is inclusive of Sale Consideration, Other Cost, Charges and Expenses, Statutory payments, Maintenance Deposit and excluding Electricity Consumption Deposit as detailed in clause 1 and Annexure VI.
- (v) **“TDR”** shall mean Transfer of Development Rights.

II. WHEREAS:

- A. The Owner is the sole and absolute owner of all that piece and parcel of converted land bearing Survey No.56 measuring 3 Acres 15 Guntas (the said land) situated at Hadosiddapura Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District, (Official Memorandum bearing No.ALN (EVH) SR:347/2010-11, dated 11.03.2011 & 20.06.2011, issued by the Special Deputy Commissioner, Bengaluru District, from agricultural to Non-agricultural commercial purpose, later converted from commercial purpose to residential purpose Official Memorandum bearing No.36272, dated 30.07.2025, issued by the Deputy Commissioner, Bengaluru District), having acquired the right, title, interest, ownership in and over the same through registered Sale Deed dated 23.05.2012-13, Document No.HLS-1-00500/2012-13, Book-1, stored in CD No.HLSD53, registered before the Sub-Registrar, Shivajinagar (Halasuru), Bengaluru. Physical land area available for the development is 3 Acres 12.30 Guntas (13385.68 Sq Mtr), which property is more fully described in the Schedule “A” hereunder and hereinafter referred to as **“Schedule “A” Property”**.
- B. The Owner and Promoter had entered into a Joint Development Agreement (‘JDA’) dated 25.04.2024, (registered as in Document. No. MDP-1-00618-2024/25, of Book-I, in the office of the Sub Registrar, Mahadevapura, Bengaluru) for the development of Schedule “A” Property. As per the terms agreed under the said JDA, the Promoter shall develop the Schedule “A” Property into residential development and on such development, the Promoter have agreed to share revenue deriving out of the saleable area with the Owner as detailed in the JDA. Accordingly, the Owner have authorised the Promoter to sell and dispose of the saleable area from the development of the Schedule “A” Property and accorded such other powers related to the development of the Schedule “A” Property under the Power of Attorney (POA) dated 25.04.2024 executed by the Owner in favour of the Promoter, (registered as Document. No. MDP-4-00042/2024-25, Book-IV, in the office of the Sub Registrar, Mahadevapura, Bengaluru.
- C. Pursuant to the above, the Promoter has formulated a scheme for developing the Schedule “A” Property into residential group housing project comprising of several Blocks and Wings consisting of Apartments with common amenities and facilities as stipulated under this Agreement and has obtained necessary approvals, NOC’s, approvals and sanctions for the development in respect of the Schedule “A” Property from the statutory authorities concerned. The development shall be known as **“SOBHA ALTAIR”** with common roads, amenities and facilities including Club House and Swimming Pool, hereinafter referred to as the “Project”.
- D. The Promoter has secured Residential Layout Sanction Letter and Plan bearing BDA/TPM/PRL-16/2018/2025-26 dated 25.08.2025 from the Bangalore Development Authority (‘BDA/Planning Authority’) for the development of the Schedule “A” Property. As per the requirement of the

BDA/Planning Authority, the Promoter has relinquished from and out of the Schedule "A" Property, an extent of _____ sqm towards Parks and Open Space and an extent of _____ sqm towards Road and Road widening to BDA/Planning Authority, vide Relinquishment Deed, dated _____ Registered Document No. BDA-_____, registered on _____, Book-____, registered in the office of the _____.

- E. Further, an extent of _____ sqm in the Schedule "A" Property is earmarked for Civic Amenities Sites and the Promoter will be utilising the same for the purpose of the construction of the Club House and other amenities and facilities for the common usage and benefit of all the Apartment Allottees of **SOBHA ALTAIR**. The Promoter has also secured the Sanctioned Plan bearing No. _____ dated _____ from BDA for the construction of Club House in the area reserved for Civic Amenity as reflecting in the Sanction Plan. The proportionate undivided share in the land of the Civic Amenities is considered/included in the calculation of the Undivided Share in land to the respective Apartment Allottees.
- F. The Promoter have obtained the Khata, issued by the _____, bearing No. _____ dated _____ for the Schedule "A" Property.
- G. The Allottee/s agree/s that the Promoter will be entitled to develop the project on the Schedule "A" Property during the course of development the Promoter reserves easement rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule "A" Property and it is a restrictive covenant of a perpetual easementary right which runs with the Schedule "A" Property. Further, the Allottee/Association of Allotees/Owners shall not object such use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property by the Promoter and /or their transferees and/or persons authorized by the Promoter.
- H. The Promoter has further obtained the sanctioned construction plan bearing Licence No. _____ dated _____ from the Bruhat Bengaluru Mahanahagara Palike for the Project and shall construct the Apartment Complex in accordance with, and in compliance with, the sanctioned plans, clearances and approvals from the Competent Authorities. The Promoter shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other Applicable Laws.
- I. As per the scheme formulated, the residential buildings shall be constructed each of which is interlinked with such areas, amenities and facilities stipulated herein and persons who are desirous of owning Apartment/s of their choice could be nominated by the Promoter to purchase proportionate undivided share in Schedule "A" Property along with the Apartment, more fully described in the Schedule "B" and "C" hereunder.
- J. The Promoter has registered the Project under the provisions of the Act with The Karnataka Real Estate Regulatory Authority, at Bengaluru on _____ and obtained registration certificate bearing No. _____.
- K. The Promoter offered to sell undivided share of land in Schedule "A" Property to persons who are desirous of owning the Apartments in the Project with a condition that such persons shall enter into an Agreement with the Promoter for sale of Schedule "B" and "C" Property.
- L. The Promoter has informed the Allottee/s and the Allottee/s is/are aware and has/have consented that the Common Areas of the Project, shall be maintained by the Association of Apartment Owners/Allottees of the Apartments in the Project, in terms of the scheme formulated by the Promoter, any person/s interested in owning an Apartment will be entitled to undivided share in the Schedule "A" Property taking into consideration the FAR consumed.
- M. The Allottee/s herein desirous of owning an Apartment in the Project, after being satisfied with the title of the Owner to the Schedule "A" Property and the scheme formulated, has approached the Promoter to own <UDS Percentage>% (<UDS in Sqft> Sq. Ft. / <UDS in Sqm> sqm) undivided share in the Schedule "A" Property (more fully described in Schedule "B" hereto and hereinafter referred to as the SCHEDULE "B" UNDIVIDED SHARE/PROPERTY) and made an application for allotment of the Apartment/Unit in Project "SOBHA ALTAIR" vide Application dated <Date of Application> and the Allottee/s has/have been allotted Apartment No.<Unit No> on the <Floor> Floor of <Block> of the "SOBHA ALTAIR" having a Carpet Area of <Carpet

Area> Sq. Ft., Balcony Area of <Balcony Area in Sqft> Sq. Ft., Common Areas of <Common Area> Sq. Ft., (total Super Built-up Area of the Schedule “C” Property is <Super Builtup Area> Sq. Ft.) along with <No of Carparks> Garage/covered car parks in the Basement as permissible under the applicable law with proportionate share in the Common Area of the “SOBHA ALTAIR” along with common amenities and facilities (more particularly described in the Schedule “C” hereunder) and hereinafter referred to as Schedule “C” Property) and the floor plan of the Apartment is annexed hereto as Annexure IA,

- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations of the Parties detailed herein.
- O. The Allottee/s hereby confirm/s that he/she/they is/are signing this Agreement and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to “SOBHA ALTAIR”.
- P. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter herein hereby agree to sell and the Allottee/s hereby agree/s to purchase the Schedule “B” and “C” properties as specified in Clause _____;

III. **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:**

That in pursuance of the foregoing and in consideration of the Allottee/s joining the Scheme of development and paying (a) the Sale Consideration, (b) the Other Cost, Charges and Expenses, (c) the Statutory Payments and complying with the Allottee/s Covenants and the obligations herein, the Promoter, agrees to sell to the Allottee/s and the Allottee/s agree/s to purchase from the Promoter the Schedule “B” Undivided Share and the Schedule “C” Property under the Scheme in terms of this Agreement.

The Consideration for the Schedule “B” and “C” Property based on the areas mentioned herein Schedule “B” and “C” Property is **Rs.<NCR TOTAL AMT>/- (Rupees <NCR TOTAL AMT WORD> Only) (“Total Price”)**,

The Total Price is inclusive of Sale Consideration of Schedule “B” and the Schedule “C” Apartment/Property, the Other Cost, Charges and Expenses, the Statutory Payments, Taxes, Cess etc., The break-up of each cost components with detailed descriptions provided in the Annexure VI hereto.

1.1 **CONSIDERATION FOR THE SCHEDULE “B” and “C” PROPERTY:**

- 1.1.1 The Sale Consideration to be paid by the Allottee/s to the Promoter, shall be **Rs.<Basic Sale Value Int>/- (Rupees <Basic Sale Value Word> Only)** as per Annexure VI (Payment Plan) towards Schedule “B” and Schedule “C” Properties and includes taxes and other statutory charges as detailed therein.
- 1.1.2 The Allottee/s shall in addition to the above consideration pay difference in the applicable GST, cost towards development and infrastructure works and the amounts /other charges etc., if any as mentioned in Annexure VI.
- 1.1.3 The Allottee/s shall be required to pay the Total Price in terms of Annexure VI hereto **(Payment Plan)**.
- 1.1.4 The Total Price above includes the booking amount / **earnest money** paid by the Allottee/s to the Promoter towards the Schedule “C” Property.

1.2 **PAYMENT OF TOTAL PRICE:**

- 1.2.1 The Allottee/s has/have paid a sum of Rs. _____ (Rupees _____ Only) out of the booking amount / **earnest money** of **Rs.<Booking Amount Int>/- (Rupees <Booking Amount Word> Only)** as Booking Amount / **Earnest Money** being part payment towards the Total Price of the Schedule “B” and “C” Property at the time of agreement, the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agree/s to pay the remaining price of the Schedule “B” and “C” Property as prescribed in Annexure VI, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee/s delay/s in payment towards any amount for which is payable as per the payment plan, he/she shall be liable to pay interest at the rate specified in the Rules.
- 1.2.2 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST)) as applicable from time to time 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/s on or before handing over the possession of the Schedule “C” Property to the Allottee/s; Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change/modification: Provided further that if any increase in the taxes after the expiry of completion period 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/s;
- 1.2.3 The Promoter shall periodically intimate in writing to the Allottee/s, the amount payable as stated in clause 1.1 above and the Allottee/s 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/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
- 1.2.4 The Total Price of Schedule “B” and “C” Property includes price of land, construction of the Apartment including the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift (if applicable), water line and plumbing, finishing with paint, tiles, doors, windows etc., in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all other facilities, amenities, club house and specifications to be provided within the Schedule “C” Property and the Project.
- 1.2.5 The Allottee/s has/have assured the Promoter that the Allottee/s shall pay the balance of the sale consideration, the other costs, taxes, charges and expenses without any delay or default. The payment plan is linked to the percentage completion of each stage of construction as set out in Annexure II. The Allottee/s is/are fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalment is the essence of the contract in view of the Scheme. The Allottee/s acknowledge/s that any delay in payment shall affect the entire Project adversely. The Allottee/s has/have assured the Promoter that the balance consideration as scheduled in Annexure VI shall be paid by the Allottee/s within 15 (Fifteen) days of the Promoter having raised a demand for payment of such instalment based on the activity completion in writing. In the event of any acceleration in any stages of construction due to the Promoter having completed the stage of construction in advance, then the Allottee/s shall make such payment within 30 (thirty) days from the demand being raised by the Promoter. However, in case, the payment schedule as mentioned in Annexure VI is date based the amount payable is due on that particular date.
- 1.3 The Total Price is escalation – free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account development charges payable to the Competent Authority and /or any other increase in charge which shall 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/s 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 hereby covenant/s and agree/s that the Total Price agreed herein has been determined based on mutual negotiations between the Allottee/s and the Promoter, taking into account the prevailing cost factors and market conditions as on the date of the application for allotment of Schedule "C" Property. The Allottee/s shall have no right to renegotiate or seek any revision of the agreed Total Price on any ground whatsoever.
- 1.5 The Allottee/s shall make the payment as per the Payment Plan set out in Annexure VI.
- 1.6 Tax Deduction at Source ("**TDS**") as applicable on Sale Consideration shall be paid by the Allottee/s as per the provision of section 194 IA of The Income Tax Act, 1961. The Allottee/s shall issue a certificate of deduction of tax in Form 16B to the Promoter within 15 (fifteen) days from the date of deduction.
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, and specifications and the nature of fixtures, fittings and amenities Annexure III and Annexure IV (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.9 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after 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 the Allottee/s 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/s as per the next milestone of the Payment Plan as provided in Annexure VI. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.1 of this Agreement.
- 1.10 Subject to clause 9.3, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Schedule "C" Property as mentioned below:
 - 1.10.1 The Allottee/s shall have exclusive ownership of the Schedule "C" Property;
 - 1.10.2 The Allottee/s shall also have undivided proportionate share in the common areas. Since the share/ interest of the Allottee/s in the common areas is undivided and cannot be divided or separated, the Allottee/s 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/Owners after duly obtaining the Occupancy Certificate from the competent authority as provided in the Act;
 - 1.10.3 That the computation of the Total Price of the Schedule "C" Property includes price of land, construction of (not only the Schedule "C" Property) and also the Common Areas, internal development charges, external development charges, taxes, cost of providing

electrical wiring, electrical connectivity to the Schedule “C” Property, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Schedule “C” Property and the Project;

- 1.10.4 The Allottee/s has/have the right to visit the project site to assess the extent of development of the project and his/her/their Apartment as the case may be.
- 1.11 It is made clear by the Promoter and the Allottee/s agree/s that the Schedule “C” Property along with the car parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the “SOBHA ALTAIR” is an independent, self-contained Project covering the Schedule “A” Property and is not a part of any other project or zone and shall not form a part of and /or/linked /combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.12 The Promoter agrees to pay all outgoing before transferring the physical possession of the Schedule “C” Property to the Allottee, which it has collected from the Allottee/s, for the payment of outgoing (including land cost, ground rent (if any), 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 outgoing collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Schedule “C” Property to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the Bank/Financial Institution/Authority/ Person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Bank/Financial Institution/Authority/Person.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments towards the balance of the Sale Consideration, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Annexure VI] either through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘the Promoter’ payable at Bengaluru. The Bank details for payment is as below:

Project Bank Details			
Bank Name*	Kotak Mahindra Bank	Branch Name*	MG Road, Bangalore
Account Name*	Sobha Limited-Collection Account For Sobha Altair		
Account No.*	2350230786	IFSC Code*	KKBK0008066
State/UT*	KARNATAKA	District*	Bengaluru Urban
PIN Code*	560001		

In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Allottee/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of first time a cheque is dishonoured, a sum of **Rs.1,000/-**

will be debited to the Allottee's account. In the event of subsequent dishonour, a sum of **Rs.2,000/-** will be debited to the Allottee's account in addition to the bank charges. These charges are levied towards the administrative and clerical and expenses, man hours consumed for addressing the issue, conveyance charges, coordination for and collection of the dishonoured cheque etc., from the Bank.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee/s if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter /Seller/Vendor with such permission, approvals which will enable the Promoter 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/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable law and guidelines issued by the Reserve Bank of India, he/she/they shall exclusively be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable from time to time.
- 3.2 The Promoter accepts no responsibility and liability in regard to matters specified in clause 3.1 above. The Allottee/s shall keep the Promoter /Seller/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the Schedule "C" Property applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/s against the Schedule "C" Property, if any, in his/her name and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her 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 under Section 3 and Section 6 of the Act with the Authority and towards handing over the Schedule "C" Property to the Allottee/s and the common areas to the Association of Allottees/Owners, as the case may be. Similarly, the Allottee/s also shall abide by the time schedule in the present Agreement for making payment of the amounts. The Allottee/s agree/s that the timely completion of the entire Project is contingent upon timely payments to be made by the Allottee.

6 CONSTRUCTION OF THE SCHEDULE "C" PROPERTY:

The Allottee/s has/have seen the sanctioned plan, architectural specifications as detailed in Annexure IV, amenities and facilities of the Schedule "C" Property 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 sanction plans, floor plan, specifications, amenities and facilities set out herein in the manner agreed under this Agreement. 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 Government of Karnataka and shall not have an option to make any variation / alterations/modification in such plans, other than in the manner provided under the

Act, save and except such minor modification as may be permitted as per applicable law and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE SCHEDULE “C” PROPERTY:

- 7.1 Schedule for possession of the Schedule “C” Property: – The Promoter agrees and understands that **as per this Agreement**, timely delivery of possession of the Schedule “C” Property to the Allottee/s and maintenance of common areas to the Association of Apartment Allottees/Owners of the Project is the essence of this Agreement. The Promoter assures to hand over possession of the Schedule “C” Property along with ready and complete common areas with all specifications, amenities and facilities of the Project as per Annexure in place on **31-05-2031 or such extended date approved by the RERA, Karnataka as provided under section 6 of The Real Estate (Regulation and Development) Act, 2016 which is hereinafter referred to as “Completion Period”**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity or natural disaster 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/s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the Schedule “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/s agree/s 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/s the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee/s agree/s that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession – **Subject to the Allottee/s having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Promoter shall secure the Occupancy Certificate of the Project within the Completion Period. The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority shall intimate in writing to the Allottee/s in terms of this Agreement and the Allottee/s shall come forward to pay all the amounts due and payable under the Payment Plan within a period of 30 (thirty) days of the Promoter raising the Final Payment Request Letter (FPRL). The Allottee/s shall take possession of the Schedule “C” Property within two (2) months from the date of receipt of the Occupancy Certificate and complete registration of the Sale Deed within three (3) months of the date of receipt of the Occupancy Certificate. If the Allottee/s is/are not present on the day of registration of the Sale Deed, as fixed by the Promoter, the Allottee/s shall be liable to pay an additional charge of Rs.5,000/- for co-ordination and logistic charges for fixing the next date of registration. The Allottee, after taking the possession, agrees to pay the maintenance charges as determined by the Promoter /Association of Allottees/Owners.**
- 7.3 Failure of Allottee/s to take Possession of Schedule “C” Property: - Upon receiving a written intimation from the Promoter as per clause 7.2 the Allottee/s shall take possession of the Schedule ‘C’ Property from the Promoter by necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Schedule ‘C’ Property to the Allottee/s. In case the Allottee/s fail/s to take possession of his/her/their/its Schedule “C” Property within time lines provided in Clause 7.2 the Allottee/s shall continue to be liable to pay the applicable maintenance charges and also the handling charges of **Rs.____/- (Rupees _____ Only) per month till the Allottee/s take/s possession of the Schedule “C” Property.**
- 7.4 Possession by the Allottee/s – After obtaining the occupancy certificate and handing over physical possession of the Schedule “C” Property to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees/Owners as per the local laws.
- 7.5 Cancellation by Allottee: The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the

booking amount / earnest money paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Promoter to the Allottee/s within 60 days of Cancellation of this Agreement and returning of original of this Agreement for Sale.

- 7.6 Compensation – The Promoter shall compensate the Allottee/s in case if any loss caused to him/her 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 or any delay from the statutory authorities in issuing clearances with respect to the project despite the Promoter having complied with all the requirements and/or with all the directions issued by the appropriate authority, which prevents the Promoter from discharging its obligations hereunder and such delays is not directly or indirectly attributable to negligence of the Promoter, if the Promoter fails to complete or is unable to give possession of the Schedule “C” Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of its business as a Promoter 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 Allottee, in case the Allottee/s wish/es to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Schedule “C” Property, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within Sixty (60) days of it becoming due. Provided that where if the Allottee/s do/es not intent to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule “C” Property, which shall be paid by the Promoter to the Allottee/s within Sixty (60) days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES:

The Allottee/s acknowledge/s that he/she/they has/have entered into this Agreement and has/have agreed to own the Schedule “B” Undivided Share, and get constructed the Schedule “C” Property from the Promoter, taking into consideration the Disclosures made by the Owner and Promoter under Clause 13 below and based on the representations and warranties set out below (the “Owner and Promoter Warranties”):

- 8.1 The Owner has absolute, clear and marketable title with respect to the Schedule “A” Property, the Promoter has the requisite rights to carry out the development upon the Schedule “A” Property and absolute, actual, physical and legal possession of the Schedule “A” Property for the Project.
- 8.2 The Schedule “A” Property is not a subject matter of any HUF and that no part thereof is owned by any minor or no minor has any right, title and claim over the Schedule “A” Property;
- 8.3 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.4 There are no encumbrances upon the Schedule “A” Property or the Project as on this date. However, provided that, the Promoter may avail financial facility from the financial Institution/Bank subject to clearance of the same prior to execution of Sale deed/conveyance in favour of the Purchaser.
- 8.5 The Owner and 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;
- 8.6 All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Schedule Property 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 Schedule “C” Property and common areas;

- 8.7 The Owner and the Promoter have duly paid and will 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 of the Project;
- 8.8 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 Schedule "A" Property and/or the Project;
- 8.9 To the knowledge of the Owner and the Promoter, the Schedule "A" Property is not subject to any litigation, third party claim, demand, attachment or a process issued by any court or Authority save and except the one disclosed under the provisions of the Act, if any, from time to time. Further, there is no order of restraint by any court or order from any Authority prohibiting or restraining the alienation of the Schedule "B" Undivided Share in the manner herein contemplated;
- 8.10 The Promoter has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "B" and C Property;
- 8.11 The Owner and the Promoter confirms that the Owner and the Promoter are not restricted in any manner whatsoever from selling and constructing the Schedule "C" Property to the Allottee/s in the manner contemplated in this Agreement.
- 8.12 The Owner and the Promoter 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 Land, including the Project and the said Schedule "B" and "C" Property which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 8.13 At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Schedule "C" Property to the Allottee.

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:
- 9.1.1 The Promoter fails to provide ready to move in possession of the Schedule "C" Property to the Allottee/s within the time period specified in clause 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 clause, 'ready to move in possession' shall mean that the Schedule "C" Property 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 Occupancy Certificate has been issued by the Competent Authority;
- 9.1.2 Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its 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, the Allottee/s is/are entitled to the following:
- 9.2.1 Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- 9.2.2 The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Schedule "C" Property, along with interest at the rate prescribed in the Rules within sixty days (60) of receiving the termination notice:

Provided that where the Allottee/s do/es not intend to withdraw from the Project or terminate the Agreement, he/she/they 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 Schedule "C" Property, which shall be paid by the Promoter to the Allottee/s within Sixty days (60) of it becoming due.

9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events **and consequences for such Default:**

9.3.1 In case the Allottee/s fail/s to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

9.3.2 In case of Default by the Allottee/s under the condition listed above, and if such default continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Schedule "B" and "C" Property, in favour of the Allottee/s. Upon such cancellation, the Promoter shall refund the amounts paid by the Allottee(s) after deducting the booking amount/**earnest money, taxes paid, statutory payments,** and interest liabilities. This Agreement shall thereupon stand terminated. and the Promoter shall be entitled to deal in respect of the Schedule "B" and "C" Property with any Third Party as they deem fit.

9.4 If the Allottee/s has/have taken loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Allottee/s may be entitled to in terms as stated above will be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Promoter and hand over the original of this Agreement that may be deposited by the Allottee/s against the Promoter paying the amounts to the bank or any financial institution.

10 **CONVEYANCE AND DELAY IN TAKING CONVEYANCE:**

10.1 The Promoter, on receipt of Total Price of the Schedule "B" and "C" Property as per Annexure VI / Payment Plan under this Agreement from the Allottee, shall intimate the Allottee/s to get the sale deed registered in his/her/their favour and convey the title of the Schedule "C" Property together with proportionate undivided share i.e., Schedule B Property and the Allottee/s undertakes that the Allottee, shall come forward to take conveyance on the Promoter having informed the Allottee/s that the Promoter is ready to execute conveyance in terms of this Agreement and the Parties shall execute the sale deed within 3 (three) months of the receipt of the Occupancy Certificate as detailed in Clause 7.3 above. **The Allottee/s shall be liable to pay the applicable stamp duty and registration fees and related charges for the registration of the sale deed.** In case the Allottee/s fail/s to make payment of the stamp duty and registration charges in time, the Allottee/s authorises the Promoter to withhold registration of the sale deed in his/her/their favour till payment of stamp duty and registration charges is made by the Allottee/s.

10.2 Consequent upon the Promoter informing that the Schedule "C" Property is ready for handover after receiving the Occupancy Certificate, the Allottee/s shall pay all the amounts due and payable under the Payment Plan within a period of 30 (thirty) days of the Promoter raising the Final Payment Request Letter (FPRL), and shall come forward to take conveyance of the Schedule "B" and "C" Property in terms of this Agreement within three (3) months from the date of receipt of Occupancy Certificate. In the event of the Allottee/s failing to make payments and taking conveyance, it shall be construed as breach on the part of the Allottee/s, and the consequences as provided in clause 9.3, shall become applicable and the Promoter will be entitled to enforce any of its rights thereunder.

10.3 The Allottee/s shall be liable to pay the electricity/power charges from the date of the completion of the Project along with municipal taxes, levies, maintenance charges and any other amounts payable under this Agreement, even if the possession and conveyance is not taken, provided this Agreement has not been terminated by the Promoter.

11 MAINTENANCE OF THE SCHEDULE “C” PROPERTY AND THE COMMON AREAS AND AMENITIES OF THE PROJECT AND MAINTENANCE DEPOSIT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project for one year from the date of Project being ready for occupation / on receipt of occupation certificate or taking over of the maintenance of the Project by the Association of Allottees/Owner whichever is earlier and the expenses incurred towards the maintenance services during this period will be recovered from the Advance Maintenance charges / Maintenance deposit

11.2 Maintenance Deposit:

The Allottee/s shall pay Maintenance Deposit of **Rs.<Maintenance Deposit>/-** as demanded in the Final Request Payment Letter. The said deposit will be retained by the Promoter and the interest at the rate prevailing from time to time of a Nationalized Bank will be considered as interest earned on the Maintenance Deposit. In case the maintenance expenses exceed the amount of advance maintenance charges, such short fall will be adjusted against the maintenance deposit. Interest on the Maintenance Deposit will commence from the date of the commencement of Maintenance and Defect Liability Period of the Project/Block/Wing whichever is earlier.

11.3 Advance Maintenance Charges:

The Allottee/s shall pay Advance Maintenance Charges as indicated in the FPRL which will be utilized for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The Advance Maintenance charges paid by Allottee/s/ Association will be Interest Free. In case the advance maintenance is inadequate to meet the expenses during the maintenance period, the Promoter shall have the rights to adjust such deficit from and out of the maintenance deposit to recover the maintenance dues along with applicable taxes and statutory compliance.

During the period of maintenance of the Common Areas by the Promoter of the Project, all details towards maintenance expenses will be shared with the Association of Allottees/Owners. The Allottee/s / Association shall bear all applicable taxes, cess, charges, statutory levies, etc. payable to the Government Authorities on account of the maintenance service provided by the Promoter or its agency.

11.4 The maintenance shall mean and include the maintenance of common areas of the Project and the common amenities and facilities such as Club House, Swimming Pool, roads and other expenses of maintenance such as;

11.4.1 Expenses for maintenance of lifts, pumps sets, generators, solar systems, etc., and other machinery, sanitary and electrical connections in the Project including the cost of AMCs for these equipment's.

11.4.2 Expenses incurred to carry out any additional work or renewal of licenses required by the statutory authorities during the maintenance period (e.g. Electrical inspection, lift, KSPCB inspection etc.,).

11.4.3 Any Common expenses related to Centrex facility through a preferred service provider.

11.4.4 Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, BWSSB water pipeline etc.,).

11.4.5 Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in common areas of **“SOBHA ALTAIR”**.

11.4.6 Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, driveway and open places.

11.4.7 Expenses incurred in the maintenance of Landscape, Gardens, Pots, Transformer yard and other plants within the premises of the Project

11.4.8 Salaries and wages payable to the Property Manager, Security Guards, Lifts Operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also the facility maintenance service charges.

- 11.4.9 Such other expenses including the facilitation charges on property maintenance and upkeep which are common in nature and not attributable to any unit in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as Common Roads, Common Passages Gymnasium and Common Swimming Pool, STP, OWC, Solar Lighting, Gardens and Parks, WTP's, Fire Fighting System, Rainwater Harvesting systems and any other common amenities and facilities etc., of the Project shall be borne by the Allottee/s proportionately along with the other allottees.
- 11.5 That the Allottee/s shall also pay subscription, maintenance and administrative charges of the Club House and its amenities as demanded by the Promoter or the Association Allottees/Owners either on monthly or on annual basis. The Allottee/s shall not at any time claim individual ownership on the Club House and Swimming Pool.
- 11.6 The Allottee/s shall, from the date the Schedule "C" Property is ready for occupation, whether the possession of the same is taken or not, be liable to pay their proportionate share of all outgoings and annual maintenance charges towards the common areas of the Project, including but not limited to costs and general expenses such as insurance, facilitation charges, municipal taxes, electricity and water charges, to the Promoter or to the Association of Allottees/Owners, as the case may be.
- 11.7 The Allottee/s shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Property apart from the rules and regulations of the Association of Allottees/Owners.
- 11.8 The Allottee/s shall permit the Association of Allottees/Owners and/or maintenance agency to enter into the Schedule "C" Property 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.
- 11.9 The Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Allottees/Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Allottee/s and other allottees in the Project to the Association of Allottees/Owners.
- 11.10 The Promoter will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year from the grant of Completion Certificate/Occupancy Certificate from advance maintenance charges paid by the allottee/s and deficit if any, will be recovered from the Maintenance deposit along with applicable taxes. On completion of the said period, Project will be handed over to the Association of Allottees/Owners along with all relevant documents. The schedule for the refund of corpus will be intimated to the Association of Allottees/Owners concerned on completion of the said period.
- 11.11 However, that the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Allottees, service providers or their agents with regards to the Common Areas/Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, STP, WTP, OWC and other general safety equipment, related facilities and services provided in the Project.
- 11.12 The Allottee/s expressly authorize/s the Promoter to hand over the Maintenance Deposit / Advance maintenance charges if any after deduction of applicable taxes to the Association of Allottees/Owners without seeking any further no objection from the Allottee.

12 DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought in writing to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of Occupancy Certificate or the date of handing over possession, whichever is earlier. It shall be the duty of the Promoter to rectify such structural defects without further charge, within 30 (thirty) days or such reasonable time period, 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. However, normal wear and tear and/or by the negligent use of the Unit/s by the respective Allottee/Occupants, vagaries of nature, superficial cracks etc., shall not be treated as structural defects.

12.2 Provided however notwithstanding anything stated herein, it is agreed between the parties that:

12.2.1 The Allottee of the Apartments/units in the building/wing shall not carry out any alterations of whatsoever nature in the said unit /wing/building and in specific the structure of the said unit/ wing/building of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings and (or) Fitted Furniture therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, Fitted Furniture, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Promoter shall automatically become void and stand extinguished.

12.2.2 That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit and the fittings contained therein to prevent water seepage, etc.

12.2.3 Where the manufacture warranty as shown by the Promoter to the Allottee/s expires, the same shall be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottees/Owners, the Promoter shall not be responsible for any repairs/defects occurring due to the failure of renewal of the AMCs.

12.2.4 If any defect or damage is found to have been caused due to the negligence of the Allottee/s or the Allottee/s agents or occupants of Schedule "C" Property or structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Property other than for its intended purpose or such other reasons attributable to the Allottee, then the Promoter shall not be liable for the same.

12.2.5 Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the Promoter will not be responsible.

12.3 In carrying out the repairs of any Structural Defects:

12.3.1 The Promoter reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and aesthetics of the unit.

12.3.2 The Promoter state that many of the materials procured from factories/Promoter are subject to variations in tone, grain, texture, colour and other aesthetics features which are beyond the control of the Promoter and they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications and the Allottee/s are informed to expect variations within natural/ permissible limits.

12.3.3 The Promoter will ensure that the workmanship of all works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreement and as per the sanction plans.

12.3.4 That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Promoter/manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts as defined by the Original Equipment Manufactures (OEM).

13 DISCLOSURES:

- 13.1 The Allottee/s acknowledges and confirms that the Promoter has fully disclosed to the Allottee/s and the Allottee/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Allottee/s has/have agreed to and accepted all of the Disclosures and the Allottee, expressly grants its consent and no objection to the Promoter to undertake every action as per the following Disclosures.
- 13.2 The Land Area of the property as per the document is 3 Acres 15 Guntas. The Physical land available for development is 3 Acre 12.30 Guntas(13385.68 Sq Mtr) on which the Project **“SOBHA ALTAIR”** is undertaken.
- 13.3 The Promoter has informed and the Allottee/s is aware that as per the scheme of development and the sanction of plan, they have relinquished from and out of the Schedule ‘A’ Property an extent of _____ towards Parks and Open Space and an extent of _____ sqm. towards Road and Road widening as required by the Planning Authority vide Relinquishment Deed dated _____ bearing Doc.No.BDA-1-_____, Book-____, registered on _____ in the office of the _____, _____, Bengaluru, in favour of Bangalore Development Authority. The Promoter shall also be entitled to use these Roads as an access for their future development, if any. The Undivided Share in Land is calculated after deducting these areas.
- 13.4 Any TDR obtained for relinquishment of the area for Road will belong to the Promoter.
- 13.5 The Promoter has earmarked an extent of _____ sqm. in the Schedule ‘A’ Property as Civic Amenities and the Promoter shall be utilizing the CA site for the purpose of construction of a Club House with its amenities and facilities for common usage and benefit of all the residents of **“SOBHA ALTAIR”**. The proportionate undivided share in the land of the Civic Amenities is considered/included in the calculation of the Undivided Share in land to the respective Apartment Allottees.
- 13.6 That, the undivided share that will be conveyed to the Allottee/s at the time of the execution of the Sale Deed i.e., after completion of the Project will be based on the calculation and the consumption of the FAR, Super Built-Up Area for the Project and in the Schedule ‘A’ Property as per the actuals and the area of the Civic Amenity Sites, after deducting the areas relinquished for Parks and Open Spaces and Roads to the authority as per sanctions.
- 13.7 That the sale of the undivided share is solely for the purpose of enabling the Allottee/s to construct and own the Schedule ‘C’ Property, and not for any other purpose. The Allottee/s agree that if the Promoter is permitted, under the provisions of the Act, to effect any change in the FAR or to utilize TDR, the extent of the undivided share shall accordingly vary and shall correspond to the Schedule ‘C’ Property being constructed under the scheme. The final quantum of the undivided share to be conveyed shall be declared in the Deed of Declaration and reflected in the Sale Deed.
- 13.8 The common amenities, facilities and the common areas are to be maintained by all the Allottees of the Project in common, irrespective of the location of such common area and the common amenities and facilities in the Project.
- 13.9 The Common Amenities and Facilities shall be spread across the Project with some of the facilities in the other wings/blocks of the Project. These facilities and amenities shall be common to the Allottees in the Project, which shall be completed from time to time in phased manner and all of which shall be completed and made available for usage to the Allottee/s along with the last wing/block of **“SOBHA ALTAIR”**.
- 13.10 That, the Apartments can be used in terms of the rules and regulations formulated by the Promoter and/or the Association of Allottees/Owners, as well as the terms set out in the Maintenance Agreement executed with the Association of Allottees/Owners and the operator of the Common Areas, Common Amenities and Facilities of the Project.
- 13.11 That, the Promoter will be forming an Association of Allottees/Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of The Karnataka Apartment Ownership Act, 1972 pertaining to the Project and a Deed of Declaration as required may be executed by the Promoter. The Allottee/s undertakes and agrees that

he/she/they shall be part of the said Association of Allottees/Owners without any demur or objections to any changes in applicable law from time to time.

13.12 That, the Promoter may avail / has availed financial facility from the financial Institution/Bank. In view thereof, the Promoter may deposit the documents of title, evidence, deeds and writings in respect of the Schedule "A" Property with the financial Institution/Bank. The financial Institution/Bank will provide its no-objection to the Allottee/s to proceed with obtaining Home loan finance from a Home Loan Finance company if so required.

13.13 The Promoter has informed the Allottee/s and the Allottee/s is/are fully aware and has /have agreed that the Apartments can be used only for residential purpose and in terms of the rules and regulation formulated by the Promoter and or the Association of Allottees/Owners/Allottees from time to time.

13.14 The Allottee/s agrees that the Allottees/Occupants shall have the right to use the Common Areas, Common Amenities and Facilities in the Project. The Allottee/s confirm/s that before execution of this Agreement, the Allottee/s has/have been provided with details of the Common Areas, Common Amenities and Facilities of the Project. The Allottee/s is/are aware and has/have also agreed that the Promoter shall be entitled to grant exclusive right to use certain areas to the other Apartment Allottees in the Project, which are not part of the Common Areas and which does not affect the usage of the Common Areas by the other Allottees. The Allottee/s has/have also been informed that the Deed of Declaration shall also provide the details of such areas and its use and exclusivity.

13.15 The Allottee/s confirms that, they have understood the scheme of development and the Allottee/s has physically verified the Project site and is fully aware about the surrounding areas and neighbourhood of the Project. Further, the Promoter informs the Allottee/s that, he/she/they has/have no control over the locality or the development of the surrounding areas /adjoining properties of the Project that may exist or take place in future whatsoever.

13.16 The Allottee/s agrees that the Promoter will be entitled to develop the Project and during the course of development, the Promoter reserves easement rights in perpetuity in the roads and other passages leading to each of the Block/Wing/ buildings and other development/s in the Schedule "A" Property and it is a restrictive covenant of a perpetual easementary right runs with the Project and is irrevocable. Further the Allottee/s shall have no right to question such use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property for the Promoter and /or their transferees and/or persons Authorized by the Promoter. The Allottees have no objections whatsoever for the Promoter using the said roads as access roads for any future development adjoining the Schedule "A" Property.

14 **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter /maintenance agency /Association of Allottees/Owners shall have rights of unrestricted access of all Common Areas, Garages/Covered Parking and Garage/covered car parking/s for providing necessary maintenance services and the Allottee/s agrees to permit the Association of Apartment Allottees/Owners and/or maintenance agency to enter into the Schedule "C" Property or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 **NATURE AND RIGHT OF USAGE:**

15.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **"SOBHA ALTAIR"**, shall be earmarked for purposes such as garage/covered parking/s and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as Garage/covered parking, and the same shall be reserved for use by the Association of Allottees/Owners formed by the Apartment Allottees/Owners for rendering maintenance services.

15.2 It is agreed that the Allottees Car Garage/covered car parking/s shall be used only for parking car/s and the Allottees Garage/covered car parking/s shall not be used for storage, disposal of old tyres,

- or as any accommodation for helpers, drivers etc. The Garage/Covered Parking shall also not be enclosed or changed in any manner either by putting up permanent or temporary structures therein. The Garage/covered car parking/s shall be used by the respective Allottee/s as per the terms and conditions as specified in Annexure V.
- 15.3 All the Common Areas and the Common Amenities and Facilities of the Project shall be based on the rules and regulations of the Association of Allottees/Owners and as provided herein.
- 15.4 The Allottee/s shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as Garage/covered car parking/s, and the same shall be reserved for use by the Promoter/Association of Allottees/Owners formed by the Apartment Allottees/Owners for rendering maintenance services.
- 15.5 The private terrace areas/gardens areas specifically allotted to the individual Allottee/s is/are for their exclusive use and enjoyment and such Allottee/s shall not have the right to put up any permanent/temporary construction in the terrace/garden or enclose the same or use/convert it for any commercial purposes.
- 15.6 It is agreed that the buildings to be constructed in Schedule "A" Property in which Schedule "C" Property is situated shall be held by all the apartment owners owning apartment in the Project, each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the sale deed to be obtained from the Promoter.
- 15.7 The Promoter have the right to demarcate garden areas, terrace areas, parking areas in the basements and allot these areas to specific apartment for their exclusive use and enjoyment. However, such Allottees will not have any right to put up any construction in these allotted areas. The Allottee/s if not the Allottee/s of such area, shall not in any manner object to or obstruct the use of these exclusive areas by the person to whom it has been specifically allotted.
- 15.8 The private garden on the ground floor and other floors area are the exclusive use and enjoyment of the Allottees who have specifically acquired the same and as may be provided in their respective agreement for sale and he/she/they shall not have the right to put up any construction or enclose the same or alter the nature of use thereof.
- 15.9 Further the Promoter reserves the right to allot exclusive car parking and / or two wheeler parking right at the Basement Level to the Allottee/s or to the other Allottees, who specifically apply for the same and who have been allotted such space by the Promoter and recover the cost of construction and charges for such allotment. The Allottee/s shall not has/have any right to object to such allotment. The Allottee/s or such other allottees shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/un-allotted car parking and the two wheeler parking shall belong to the Promoter. The Promoter shall have full right on such unsold/un-allotted car parking and two wheeler parking can be used / allotted by them as thought fit at their discretion. The Promoter shall allot and mark the car parking and two wheeler parking on ground; no changes to the car parking and two wheeler parking already allotted at specified locations will be made.
- 15.10 Upon handing over Schedule "C" Property, the Allottee/s shall not make any structural alterations to the Schedule "C" Property and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment. The Allottee/s while carrying on the interior decoration/modification work within the Schedule "C" Property shall not cause any nuisance/annoyance to the occupants of the other Apartments in the building.
- 15.11 All interior related works that Allottee/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Allottee/s by the Promoter and after the Allottee/s execute the Declaration in favour of the Promoter binding himself to the Do's and Don'ts. Provided in the Declaration before starting the work. The Allottee/s shall carry out interior works only on weekdays during the daytime between 9 A.M. to 6 P.M. The Promoter does not owe any responsibility for any breakages, damage caused to any of the finishing works or to the structure already handed over to the Allottee/s but originally carried out by the Promoter. The Promoter is not answerable for any thefts during the course of the interior works, the Allottee/s shall pay charges as fixed by the Promoter/Association of Allottees/Owners incurred towards clearing the debris and electricity consumption in case meters are fixed.

- 15.12 The Project is provided with Swimming pool, Club House, other amenities and facilities spread across the entire Project with some of the facilities in the Residential Blocks/Wings, these facilities and amenities shall be common to whole of **"SOBHA ALTAIR"**. The Allottee/s or occupants in any of the blocks/wings will not object to the use of these amenities by the Allottees and occupants of the other block/wing at any point of time.
- 15.13 The rights and obligations imposed as detailed in Schedules "D" and "E" hereunder are common to all Apartment Owners, the Promoter will be entitled to confer additional benefits and rights or impose additional restrictions and obligations to specific Allottee/s at their discretion.
- 15.14 The specific and general rights arising out of this Agreement that Allottee/s are confined only with respect to the Schedule "C" Property and Allottee/s shall not be entitled to claim any right, interest, or title of whatsoever nature in respect of rest of the lands in Schedule "A" Property. The Promoter is free and entitled to carry on any development activities on the said portions of land at any time as they deem fit and the Allottees of the Schedule "C" Property will not have any right to object against such development or claim any interest therein. The Promoter however has reserved the right of usage of roads and passages and facilities in the Schedule "A" Property in perpetuity for purposes of supporting the development in **"SOBHA ALTAIR"** and maintenance services in Schedule "A" Property and this right shall be in the nature of an easement which runs with the Schedule "A" Property and the sale of the Schedule "C" Property is subject to such right at all times.
- 15.15 The Allottee/s further covenant/s to use and enjoy the common areas and amenities such as roads, garden areas, terrace areas not specifically allotted to any apartment allottees, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in Schedule "A" Property in common with other allottees and other occupants of Schedule "A" Property. The Allottee/s shall not place objects/things/articles which hinder free use of any common areas and amenities. The Allottee/s shall not use common areas, roads, open spaces in **"SOBHA ALTAIR"** for dumping materials/debris etc.
- 15.16 The Allottee/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Promoter for the maintenance of all common areas and facilities in Schedule "A" Property and/or with respect to Project.
- 15.17 The Allottee/s shall not have any right to question the use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property by the Promoter and /or their transferees and/or persons authorized by the Promoter. The Allottee/s shall not has/have any objections whatsoever for the Promoter using the said roads as access roads for any future development adjoining the Schedule "A" Property.
- 16 GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE "C" PROPERTY;**
- 16.1 Subject to clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Schedule "C" Property 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 Schedule "C" Property 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 Schedule "C" Property and keep the Schedule "C" Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.
- 16.2 The Allottee/s further undertake/s, assure/s and guarantee/s that he/she/they shall 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 Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Schedule "C" Property or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Schedule "C" Property.
- 16.3 The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees/Owners and/or maintenance

agency appointed by Association of Allottees/Owners. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 THE ALLOTTEE/S ASSURE/S, UNDERTAKE/S AND COVENANT/S WITH THE PROMOTER AS FOLLOWS:

- 17.1 That the Allottee/s shall not be entitled to claim conveyance of the Schedule “B” and “C” Property until the Allottee/s fulfil/s and perform/s all the obligations and completes all payments under this Agreement.
- 17.2 That the Allottee/s has/have inspected the documents of title, relating to the Schedule “A” Property belonging to the Promoter. The Allottee/s has/have verified the legal opinion, the Sanctioned Plan, specifications of the Project **“SOBHA ALTAIR”** and the scheme of development of the Project and the right of the Promoter to develop the Project and the Disclosures. The Allottee/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of **“SOBHA ALTAIR”** and the scheme of development of the Project, the rights of the Promoter and the Disclosures made by the Promoter has entered into this Agreement. The Allottee/s and other allottees of the apartments undertake to join the Association of Allottees/Owners to be formed by the Promoter under the provisions of the applicable laws. The Allottee/s along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972.
- 17.3 That the Allottee/s and the Association of Allottees/Owners shall take over the maintenance of the **“SOBHA ALTAIR”** in terms of this Agreement.
- 17.4 That after the completion of One year maintenance or Project is handed over to the Association of Allottees/Owners, whichever is earlier the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the allottees, service providers or their agents with regards to the Common Areas/Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/s with the other allottees shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 17.5 That the Allottee/s shall not object to the Promoter retaining one or more units in the project as their sales office / mock-up apartment and the Promoter shall be entitled to showcase the same to their prospective customers.
- 17.6 That the Allottee/s shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule “A” Property in which the Schedule “C” Property is located.
- 17.7 Any unsold/unallotted car parking shall belong to Promoter and the Promoter shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The Promoter shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations shall be made.
- 17.8 The additional un-allotted car parking areas in the residential block shall vest with the Promoter; and such un-allotted car parking will be allotted to the Allottee/s who are in need of such additional car parking space. The Promoter reserves the right to allot such additional car park to such Allottees and can recover the cost of construction for such additional car parking area allotted to the Allottees.
- 17.9 The Allottee/s agree/s not to alter or subscribe to the alteration of the name of the Project **“SOBHA ALTAIR”**, it being acknowledged that neither the Allottee/s nor other allottees of residences within **“SOBHA ALTAIR”** have any right to seek such change. The Promoter will be entitled to make the change in the name.
- 17.10 On inspection during the progress of works of the Schedule “C” Property, the Allottee, if required, may discuss matters relating to the construction only with the designated Person/s of the Promoter and not with any other representatives of consultants, contractors or agencies working on the Schedule “A” Property. The Allottee/s shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.

- 17.11 All interior related works by the Allottee/s can be taken up only after handing over possession of the Schedule "C" Property to the Allottee/s by the Promoter. The Promoter does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Allottee. The Promoter is not answerable to any thefts during the course of the interior works. The Allottee/s shall pay charges incurred towards clearing the debris, as laid down by the Promoter / Association of Allotees/Owners. The parties agree that any default by the Allottee/s in complying with the payment obligations stipulated in this Agreement will constitute sufficient reason/cause for the Promoter to terminate this Agreement and in which case the consequences of termination under clause 9.3 shall follow immediately.
- 17.12 The Allottee/s covenant/s that the Allottee/s shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project **"SOBHA ALTAIR"**.
- 17.13 The Allottee/s agree/s that all the above covenants and assurances of the Allottee/s as set out above shall continue up-to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 17.14 The Allottee/s shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Promoter on the Project per unit basis. This shall be payable by the Allottee/s within a period of 30 (thirty) days of a demand being made by the Promoter in this behalf.
- 17.15 The Allottee/s agree/s and covenant/s that the Promoter shall not be liable for any representations/commitments/details/information provided by the real estate agent / broker / channel partner, of whatsoever nature, not stated in this Agreement or as provided by the Promoter.
- 17.16 The Allottee/s agree/s that the Promoter shall not be responsible, accountable or liable in any manner whatsoever to any person including the Allottee, the Association of Allotees/Owners for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.
- 18. ASSIGNMENT:**
- 18.1 The Allottee/s hereby agree and confirm that this Agreement for Sale / rights under this Agreement for Sale is not transferable / assignable to any other third party or entity without specific written consent of the Promoter under this Agreement for Sale. It is explicitly made clear that the Promoter under this Agreement for Sale is not obligated to give their consent for any Assignment /Transfer of Agreement for Sale /rights under the Agreement for Sale by the Allottee/s in favour of any third party or entity as this contract is exclusive in nature. The Promoter is entitled to reject / accept any request made by the Allottee/s seeking to assign/transfer the Agreement for Sale / rights therein at the sole discretion of the Promoter.
- 18.2 An application in the format prescribed by the Promoter duly signed by the Allottee/s under this Agreement and the proposed Purchaser/Third party duly submitted to the Promoter only after expiry of one year from the date of this Agreement or upon payment of **30%** of total sale consideration of the Schedule "C" Property whichever is later, is the condition precedent for seeking assignment/transfer of Agreement for Sale /rights in the Agreement for Sale by the Allottee/s.
- 18.3 Any assignment shall be done only by way of written Assignment agreement between the Promoter / and the Allottee/s herein and the proposed purchaser/third party (Assignee). The proposed purchaser/third party (Assignee) shall undertake to be bound by the terms of Assignment Agreement, and all the payment liability of the Allottee/s shall be taken over by the proposed purchaser/third party (Assignee) and payment shall be done by the Allottee/s. The Allottee/s shall be liable to make payment of transfer fees of Rs. _____/- (Rupees _____ only) per square feet plus applicable taxes if any while submitting the application with Promoter as per Clause 18.2 for processing the said application/request for assignment/transfer of Agreement for Sale / rights in Agreement for Sale.
- 18.4 However, this clause No. 18 shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife of the Allottee/s.

19 CLUB HOUSE AND MEMBERSHIP OF CLUB HOUSE:

- 19.1 The Promoter shall construct Club House and Swimming Pool for the Project as per Sanctioned Plan.
- 19.2 The Club House and Swimming Pool with its facilities and amenities will be developed by the Promoter in a phased manner.
- 19.3 The Allottee/s shall pay the Club House, maintenance and subscription charges as fixed by the Promoter or the Association of Allottees/Owners.
- 19.4 The Allottee/s shall be bound by the rules, regulations and bye-laws framed by the Association of Allottees/Owners for using the Club House and other amenities and facilities for the Project.
- 19.5 The Club House and Swimming Pool shall be common to all the Allottees of Apartment in the Schedule "A" Property. The maintenance charges for these Club House and Swimming Pool shall be borne proportionately by the Allottees of the Project.
- 19.6 The Allottee/s shall pay the subscription maintenance and other outgoings of the said Club House and its amenities as demanded by the Association of Allottees/Owners. In addition to the above rules, the Allottee/s has/have agreed to follow the following terms;
- 19.6.1 That the Allottee/s shall be bound by the rules and regulations and bye-laws framed by the Promoter/Association of Allottees/Owners for the Club House, Swimming Pool and its amenities from time to time. The Allottee/s acknowledge/s and agree/s that he/she/it/they has/have a continuing obligation to contribute towards the subscription and Maintenance charges that may be fixed by the Association of Allottees/Owners.
- 19.6.2 The Club House and Facilities will be available to the Allottee/s as long as the Allottee/s is/are the owner/s of the Schedule "C" Property. In the event of the sale or transfer of the Schedule "C" Property by the Allottee/s/ in any manner whatsoever, the transferee shall become entitled to the membership of the said Club House and Facilities and the Allottee/s herein shall no longer be the member of the Club House and Facility.
- 19.7 In addition to the rules and regulations that may be formulated by the Promoter and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:
- 19.7.1. In the event the Schedule "C" Property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Property will be entitled to use the said Club on payment of the usage charges.
- 19.7.2. In the event the Schedule "C" Property is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company will be entitled to the use of the said Club on payment of the charges.
- 19.7.3. In the event of inheritance, the person inheriting and occupying the Schedule "C" Property will be entitled to membership of the said Club on payment charges as fixed by the Association of Allottees/Owners.
- 19.7.4. In the event of there being any co-allottee/s of Schedule "C" Property such co-allottees occupying the Schedule "C" Property will be entitled to the use of the said Club on payment of the charges as fixed by the Association of Allottees/Owners.
- 19.7.5. In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Property will be entitled to the use of the said Club on payment of the charges as fixed by the Association of Allottees/Owners.

20 TAXES AND FEES:

- 20.1 The Allottee/s shall pay the Statutory Payments, Khata transfer fees or any other charges, taxes that are necessary for securing separate assessment for the Schedule "C" Property. It is clarified that the Allottee/s shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Property.
- 20.2 In the event any Statutory Payments become payable in respect of the Schedule "B" Property and/or the Schedule "C" Property after handing over possession of the Schedule "C" Property to the

Allottee(s), or after handing over of the Project by the Promoter upon grant of the Occupation Certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after such handing over, the Allottee/s shall bear and pay the proportionate amount of such Statutory Payments or any increase thereof within thirty (30) days of a demand being made by the Promoter. The Allottee(s) shall also reimburse the Promoter for any amounts paid by the Promoter on this account.

- 20.3 The Allottee/s shall be liable to pay such maintenance charges and property tax from the date the Schedule "C" Property is ready for occupation and is notified, whether the possession is taken or not by the Allottee. In case of Apartment being booked / purchased by the Allottee/s post completion of the Project, all taxes / maintenance charges and other statutory payments shall be applicable from the date of signing this Agreement by and between the Allottee/s and Promoter.

21 ASSOCIATION OF ALLOTTEES/OWNERS OF THE PROJECT:

- 21.1 The Association of Allottees/Owners shall be formed by the Owner and Promoter, as per the provisions of Karnataka Apartment Ownership Act, 1972 and Rules made thereunder (Local Laws as defined under the Real Estate (Regulation and Development) Act, 2016. It is mandatory for the Allottee/s to become member of such Association of Allottees/Owners and to comply with all the rules and regulations thereof. The Allottee/s is/are made aware that after the Project is handed over to the Association of Allottees/Owners, it is mandatory for the Association of Allottees/Owners to maintain and be fully responsible for all water, electrical, fire, lift, pressure and other equipment, AMC's and to comply with all conditions stipulated in the permissions and No-Objection Certificates issued by various statutory Authorities. The Association of Allottees/Owners will maintain the project and also the common amenities and facilities of the Project including roads, Club House and Swimming Pool at their own cost.

- 21.2 The Allottee/s and the use by the Allottee/s of the Schedule "C" Property, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Deed of Declaration that will be executed by the Promoter and later amended by the Association of Allottees/Owners from time to time. The Allottee/s shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future allottees, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Property, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Property or the mere act of occupancy of the Schedule "C" Property, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

- 21.3 The Allottee/s shall become the member of the "Association of Allottees/Owners" upon execution of Sale Deed along with Form-B under the provision of The Karnataka Apartment Ownership Act, 1972 and agree to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the part of the Schedule "A" Property.

- 21.4 The Association of Allottees/Owners shall be entitled to amend the bye-laws relating to the maintenance of the Project from time to time as deemed fit.

22 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

- 22.1 The Allottee/s is/are fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Promoter is the sole and exclusive property of the Promoter and the Promoter has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee/s or any other Person, is expressly prohibited and only the Promoter is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same.

- 22.2 In the event of violation of the Promoter's intellectual property rights by the Allottee/s in any manner, the Promoter, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Promoter in protecting its rights.

23 PAYMENT OF ELECTRICITY & WATER CHARGES:

- 23.1 The Allottee/s is/are aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM / other government authorities. In case, the water

supply from the BWSSB or authority concerned is not available or if available and is inadequate, in that event the Association of Allottees/Owners has to make alternative arrangements for the water through water tankers.

- 23.2 Similarly, the Promoter shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Promoter shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Promoter shall provide the Power supply to the Schedule "C" Property and the common areas through generating sets (DG). The Allottee/s agree/s to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Allottee/s shall also accept reduced load in power, if any due to the above.
- 23.3 The Promoter shall make provisions for supply of water through existing Bore wells dug in the Project, provided there is no restriction from the Government. In case sufficient water is not available from the bore well then, the Association of Allottees/Owners shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Allottee/s undertake/s to pay for the same. The Apartments may also be provided with Meters for measuring water usage through a Third-Party Agency, this is being done for water conservation. The Modalities of recovery of the water usage charges and maintenance of the meter will be decided by the Association of Allottees/Owners.
- 23.4 The Schedule "C" Property will be provided with electricity supply. The said supply/supplies are from the government agencies, the Allottee/s shall pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. The Project will be provided with HT domestic metering connection and BESCOM will issue one single Bill for the Project and a separate dedicated pre-paid smart meter will be provided for each individual apartments of the Project. The billing will be done based on the actual consumption recorded and billed using a software provided by the Vendor.
- 23.5 Irrespective of the fact whether the Schedule "C" Property is occupied by the Allottee/s and/or their tenants/permitted persons or not, the Allottee/Occupant shall be liable to pay the Promoter the minimum charges stipulated by them for supply of the electricity. Any default will result in cutting of supply of electricity to the Schedule "C" Property and will be restored on payment of all the arrears with interest claimed, if any.
- 23.6 Since no infrastructure development has been undertaken by BWSSB in the vicinity of this Project, the infrastructure development charges have not been included in the payment Annexure/schedule. It will be the responsibility of the Association of Allottees/Owners to collect these charges from the unit allottees as and when the same is demanded by BWSSB for obtaining the BWSSB connection in future.
- 23.7 The Promoter agree to provide DG back-up/stand-by power for the lift, pumps, light in common areas and with limit switch to the Schedule "C" Property. They may at their discretion provide electricity to the Schedule "C" Property building from the said captive power source.
- 23.8 The Promoter is not responsible for the quality of power supply from BESCOM and the quality of water supply as aforesaid. With regard to supply of electricity sourced from BESCOM, the parties agree that the role of Promoter is only of a facilitator whereby Promoter is merely acting as a pure agent while procuring supply from the said authority on behalf of Allottee/s and subsequently supplying the same to the Allottee/s in lieu of consideration on actual basis.
- 23.9 The Promoter will hand over the Complete System of pre-paid smart meters to the Association of Allottees/Owners after permanent power sanction from BESCOM. The Association of Allottees/Owners shall get the Electricity Meter transferred to their name at their cost and expense.
- 23.10 Electricity Consumption Deposit:
- 23.10.1 Temporary power will be provided by the Promoter to the apartments and the common areas till such time the permanent power is commissioned by BESCOM. The Allottee/s shall pay the consumption charges for the usage of power for Schedule "C" Property and

common areas till permanent power is commissioned. The Allottee/s shall pay an Electricity Consumption Deposit of **Rs.<Electricity Consumption Charges Int>/- (Rupees <Electricity Consumption Charges Word> Only)** for the said Schedule “C” Property being the average consumption charges of 18 months per Property which will be collected along with the FPRL (Final payment request letter), to cater to the expenses towards providing temporary power by the Promoter till permanent power supply is provided by BESCOM. This electricity consumption deposit is worked out based on the average monthly consumption actually utilized in various types of units of completed Project. Insofar as the electricity charges for electricity consumed in the common areas is concerned, the consumption charges towards the same will be adjusted from the advance maintenance charges.

23.10.2 Once the permanent power supply is commissioned and meters are fixed by BESCOM, the average consumption of the unit for a period of 3 (three) months will be considered to calculate the consumption charges for the period temporary power is provided to the Allottee/s (from the date of handover till the date of commissioning of Permanent power supply) and the said charges will be adjusted along with the applicable taxes from the electricity consumption deposit paid by the Allottee. In case the actual consumption charges is more than the deposit made, the difference shall be paid by the Allottee/s along with the applicable taxes, within 10 (ten) days from the date of notice to the said effect from the Promoter, the Promoter shall be entitled to deduct the same from the advance maintenance charges paid by the Allottee. In case there is an excess amount left after the adjustment of consumption charges, the balance of electricity consumption deposit will be refunded to the Allottee/s by the Promoter.

24. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES;

The parties are entering into this Agreement for the purchase of Schedule “C” Property with full knowledge of all laws, rules, regulations, notifications applicable to the Project

25. RIGHT OF THE PROMOTER TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT:

25.1 The Allottee/s agree/s that the Promoter shall have an unobstructed right without hindrance, to progress the construction of **“SOBHA ALTAIR”** and all the Common Areas and the Common Amenities and Facilities of **‘SOBHA ALTAIR’** Project.

25.2 The Allottee/s agree/s that the Promoter will be entitled to free and un-interrupted access, at any point of time in any part of the Schedule “A” Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.

25.3 The Allottee/s is/are fully aware that the Promoter will be developing **“SOBHA ALTAIR”** and constructing/ completing the Blocks/Wings, Common Amenities and Facilities of the Project **‘SOBHA ALTAIR’** from time to time. The Allottee/s has/have assured and agreed that Allottee/s shall have no objection to the Promoter completing the other Blocks/Wings within the Completion Period even if the Allottee/s has/have taken possession of the Schedule “C” Property in the Block/wing which is completed.

26. 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 have been approved by the competent authority/ies and disclosed, except for as provided in the Act.

27. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he/she/it shall not mortgage or create a charge on the Schedule ‘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/s who has/have taken or agreed to take such Schedule ‘C’ Property.

28 THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972:

The Promoter has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of The Karnataka Apartment of Ownership Act, 1972 (Karnataka Act 17 of 1973) **The Promoter has assured the Allottee/s that the Project is in accordance with the provisions of** the Karnataka Apartment of Ownership Act, 1972 (Karnataka Act 17 of 1973). The Promoter showing compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

29 BINDING EFFECT:

Forwarding this Agreement for Sale to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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/s and secondly, appears for registration of the same before the **jurisdictional** Sub-Registrar office concerned as and when intimated by the Promoter.

30 ENTIRE AGREEMENT:

This Agreement for Sale, 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 "C" Property, as the case may be.

31 RIGHT TO AMEND:

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

32 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S OR SUBSEQUENT PURCHASER/THIRD PARTY PURCHASER:

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

33 WAIVER NOT A LIMITATION TO ENFORCE:

33.1 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/s in not making payments as per the Payment Plan [Annexure VI] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

33.2 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.

34 SEVEREABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of the Schedule "C" Property bears to the total carpet area of all the Units/Apartments in the Project.

36 FURTHER ASSURANCES:

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

37 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its POA holder/authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the jurisdictional Sub-Registrar office concerned as the case may be and this Agreement shall be deemed to have been executed at Bengaluru.

38 NOTICES:

That all notices and other communications provided for in this Agreement to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post / transmitted by electronic transmission / confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice and or communication at their respective addresses specified below:

38.1 In the case of notices and other communications to the Promoter:

Address :
Attention :
Telephone :
Email :

38.2 In the case of notices and other communications to the Allottee/s:

Address : <Address1>
Attention : <Name1>
Telephone : <Phone1>
Email : <Email>

38.3 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission, if transmitted by electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

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

39 JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s. Irrespective of the Status of the Joint Allottees, the correspondences will be deemed to have been received all the Allottees.

40 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Schedule "C" Property, as the case may be, prior to the execution of this Agreement for Sale for such Schedule "C" Property, as the case may be, shall not be constructed to limit the

rights and interest of the Allottee/s under the Agreement of Sale or under the Act or the rules or the regulations made thereunder.

41 GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts and Forums in Bengaluru shall have exclusive jurisdiction. The Regulatory Authority or the Appellate Authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

42 COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means (including scanned or digital signatures) shall be deemed valid and binding as if executed in person.

43 DISPUTE RESOLUTION:

All or any dispute 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. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

SCHEDULE “A” PROPERTY

(The Property on which the Residential Complex “Sobha ALTAIR” being developed)

All that piece and parcel of residentially converted land bearing Survey No.56 measuring 3 Acres 15 Guntas i.e., (13658.14 Sq Mtr), situated at Hadosiddapura Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru, presently bearing E-Khata No. _____, within the limits of Halanayakanahalli Grama Panchayath, Bangalore East Block, Bangalore District, physical land area available for development is measuring 3 Acre 12.30 Guntas(13385.68 Sq Mtr) and bounded by:

EAST	: Remaining portion of land in Sy.No.56 of Hadosiddapura Village;
WEST	: Chikkannalli Village Boundary;
NORTH	: Property bearing Sy.No.57 of Hadosiddapura Village;
SOUTH	: Property bearing Sy.No.55 & 58 of Hadosiddapura Village;

Out of the total physical land extent in Schedule ‘A’ Property, (a) an extent of _____ Sq. Mtr has been relinquished for Roads and Road widening, and (b) an extent of _____ Sq. Mtr has been relinquished towards Parks and Open spaces. The Undivided Share of land is calculated after deducting these road, parks and open space areas.

SCHEDULE “B” PROPERTY

(Description of the undivided share in land corresponding to the Property)

An undivided <UDS Percentage>% share, right, title and interest in the Schedule “A” Property i.e., equivalent to <UDS in Sqft> Sq. Ft. (<UDS in Sqm> Sq. Mtr).

SCHEDULE “C” PROPERTY

(Description of the Property to be constructed under the Scheme by the Promoter for the Allottee)

A <No of Bedrooms> Bedroom Apartment/Unit bearing No.<Unit No> on the <Floor> Floor of <Block>, having a Carpet Area of <Carpet Area> Sq. Ft., Balcony Area of <Balcony Area> Sq. Ft., totally measuring <Super Builtup Area> Sq. Ft. of Super Built-up Area inclusive of <Common Area> Sq. Ft. of proportionate share in the Common Area, Common Amenities and Facilities provided in the Project “**SOBHA ALTAIR**” along with <No of Carparks> car park/ing space/s in the basement.

The Schedule “C” Property is shown in plan **Annexure I-A** hereto.

SCHEDULE “D”

RIGHTS OF THE ALLOTTEE

- 1) The Allottee/s shall be entitled to the use and occupation of Schedule “C” Property, subject to the terms and conditions contained in this Agreement and Maintenance Agreements;
- 2) The Allottee/s and all persons authorized by the Allottee/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule “C” Property from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule “C” Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Block and the Schedule “A” Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other Allottees;
- 6) The right of entry and passage for the Allottee/s and agents or workmen of Allottee/s to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule “C” Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other allottees and making good any damage caused;

SCHEDULE “E”

OBLIGATIONS OF THE ALLOTTEE/S

- 1) The Allottee/s shall give to the other Apartments in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other allottees in the Block;
- 2) The Allottee/s shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in “**SOBHA ALTAIR**”, in which the Schedule “C” Property is located and also in the Common Areas, Common Amenities and Facilities in “**SOBHA ALTAIR**”.
- 3) The Allottee/s shall not at any time, carry on or suffer to be carried on in the Schedule “C” Property or any part thereof in “**SOBHA ALTAIR**”, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other allottees of the other Apartments or which may tend to depreciate the value of “**SOBHA ALTAIR**”, or any thereof;

- 4) Except for leasing or rental permitted under this Schedule "E", the Allottee/s shall use the Schedule "C" Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced Apartment;
- 5) The Allottee/s understand/s and agree/s that any time after the sale of the Schedule "C" Property and the handover of the Schedule "C" Property, if the Allottee/s leases or sells it to any third party, the Allottee/s has to intimate the same in advance together with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association of Allottees/Owners, is cleared before the said lease or transfer. Further, it shall be the obligation of the Allottee/s to bind the transferee to the obligations of the Allottee/s under this Agreement and the Sale Deed in relation to the rest of the allottees and the Association of Allottees/Owners. Such new Allottee/s shall automatically become the member of the Association of Allottees/Owners.
- 6) The Allottee/s will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project/Block/Wing in common with the other Apartments and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartments;
- 7) The Allottee/s shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence, from the date the Schedule "C" Property being ready for occupation, whether possession of the same is taken or not;
- 8) That the Allottee/s shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "C" Property being ready for possession;
- 9) The Allottee/s shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Promoter;
- 10) The Allottee/s shall carry out their interior works in the Schedule "C" Property only during 9.00 am to 6.00 pm on all working days and there shall be no work allowed during any public holidays and Sundays.
- 11) The Allottee/s agree/s to pay all the Statutory Payments pertaining to the Schedule "C" Property from the date on which the Schedule "C" Property is ready for possession and upon intimation of the same by the Promoter, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government and which are not levied at the moment, but which may be introduced after the Schedule "C" Property is handed over, shall be borne and paid by the Allottee.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the authority concerned or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid by the Allottee.
- 14) The Allottee/s covenant/s that the Allottee/s shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 15) The Allottee/s shall endeavour that the Association of Allottees/Owners is at all times compliant with the Maintenance Agreements. That the Allottee/s with the other allottees of the Apartments, through the Association of Allottees/Owners, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Maintenance Agreement as and when demanded by the maintenance agency appointed. The Allottee/s is/are fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in **"SOBHA ALTAIR"** and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

- 16) The Allottee/s agree/s that the Allottee/s shall pay regularly without default the charges as per the Maintenance Agreement. In the event of any default in payment by the Allottee, the Operators will be entitled to withdraw all or any of the services rendered under the Maintenance Agreement. The Allottee/s is/are liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Allottee/s shall contribute to the sinking fund for any Capital expenditure as provided in the Maintenance Agreements.
- 17) The Allottee/s shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees/Owners or maintenance agency appointed by Association of Allottees/Owners;
- 18) The Allottee/s shall ensure that no rubbish/refuse shall be thrown out of the Schedule “C” Property into the common areas and passages;
- 19) The Allottee/s will not dry clothes outside on the balconies of the Schedule “C” Property;
- 20) That the Allottee/s shall not install any additional tanks in the Apartments.
- 21) That the Allottee/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project **“SOBHA ALTAIR”**, or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 22) The Allottee/s shall keep the Schedule “C” Property walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association of Allottees/Owners;
- 23) The Allottee/s shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule “C” Property and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Allottee/s shall ensure that at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Promoter.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written

OWNER

PROMOTER

ALLOTTEE/S

WITNESSES:

NAME:

ADDRESS:

NAME:

ADDRESS:

DISCLAIMER

Allottee/s hereby agree and confirm that any oral or written representations, assurances, promises, commitments or statements if any made by any employee, agent, representative, channel partner or any person claiming to represent Sobha Limited, either prior to or after execution of the Agreement for Sale, shall not be binding on Sobha Limited

Allottee/s further agree and confirm that only the written terms and conditions set out in the Agreement for Sale, and the duly executed written amendments thereto, shall form the entire agreement and solely govern and bind the relationship between Allottee/s and Sobha Limited. Any oral or written promises or commitments if any not included in the Agreement for Sale shall be treated as void and shall not be enforceable against Sobha Limited.

ANNEXURE – I

Plan showing Schedule “A” Property and location of Block

ANNEXURE – IA

Plan showing Schedule C Property

ANNEXURE – II

Stages of construction

ANNEXURE – III

Common Areas

ANNEXURE – IV

Architectural Specifications

ANNEXURE – V

Terms and Conditions of use of Allottee/s Garage/Car Parking Space/s

The Allottee/s shall at all times be bound by the terms and conditions of use of the Allottee/s Garage/Covered Parking as listed under:

1. The Allottee/s shall at all times act responsibly and safely in the use of the Allottee/s Car Park/s and comply with all directions given by the Promoter in the day to day use of the Allottee/s Car Park/s.
2. The Allottee/s shall use the Allottee/s Garage/Covered Parking for the sole purpose of parking a motor vehicle in his/her/its capacity as the Allottee/s of the Schedule “C” Property and for no other purpose whatsoever.
3. The Allottee/s shall not bring into the Allottee/s Car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum inside the fuel tank of any motor vehicle.
4. The Allottee/s shall not cause any nuisance, damage, obstruction, annoyance or inconvenience to the Garage/covered car parking/s of other Residence Allottees.
5. The Allottee/s shall not bring into or on the Allottee/s Garage/Covered Parking or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee/s Garage/Car Parking Space/s.
6. Parking and use of the Allottee/s Garage/Covered Parking is solely at the Allottee’s risk. The Allottee/s shall have no claim against the Promoter or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoter or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee’s use of the Allottee/s Garage/Car Parking Space/s. Furthermore, the Allottee/s shall indemnify the Promoter against any such claims and the costs thereof.
7. The Allottee/s shall permit the staff managing the Garage/Covered Parking in the Project to move his/her/its/their car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Apartment Allottee/s shall only use the Allottee/s Garage/Covered Parking so allocated and shall recognise the Promoter’s right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Allottee/s, and does not grant the Allottee/s any property interest in the Allottee/s Garage/Car Parking Space/s.
10. The Allottee/s shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Allottee/s shall be parked within the lines designating the Allottee/s

Garage/Covered Parking and shall at all times be parked in such a way that no obstruction is caused to the Car Parking Space access lanes.

12. The Allottee/s shall:

- (a) observe and conform to all the rules and regulations relating to the use of the Garage/Covered Parking made and issued by the Promoter/Association of Allottees/Owners from time to time;
- (b) advise the Promoter /Association of Allottees/Owners regarding the registration number and name of the driver of any vehicle which may park in the Garage/Car Parking Space/s, if required by the Promoter /Association of Allottees/Owners, and shall notify the Promoter /Association of Allottees/Owners in the event of any change in respect of the same.
- (c) The Promoter or its contractors may access any part of the Allottee/s Garage/Covered Parking at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.

13. Alteration of Terms and Conditions in this Annexure/s

- (a) The Promoter /Association of Allottees/Owners may vary these terms and conditions by adding, altering or deleting any of them.
- (b) The Promoter may charge the Allottee/s a penalty if the Allottee/s violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Allottee/s Garage/Covered Car Parking/s.

ANNEXURE – VI (Payment Plan)

Payment Schedule	%
Booking Amount/Application Amount	9%
Payable within 30 days from Payment Request Letter	20% (Less Application Amount)
On Completion of Foundation Works	7%
On Completion of Basement 3 Roof Slab	7%
On Completion of Basement 1 Roof Slab	7%
On Completion of Ground Floor Roof Slab	7%
On Completion of Fourth Floor Roof Slab	7%
On Completion of Seventh Floor Roof Slab	7%
On Completion of Tenth Floor Roof Slab	6%
On Completion of Fourteenth Floor Roof Slab	6%
On Completion of Terrace Slab	6%
On Completion of Internal Skim Coat in the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	8%
On Completion of Internal Flooring in the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	7%
On Final Payment Request Letter	5%
Other Charges Payable on Final Payment Request Letter	