

## **AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

### **BY AND BETWEEN**

**M/s. Suadela Constructions Private Limited**(CIN no. U45200MH2007PTC172213), PAN: **AALCS0443D**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 514, Dalamal Towers, Nariman Point, MUMBAI – 400 021 and also its office at House of Hiranandani, 757/B, 100 Feet Road, HAL 2nd Stage, Indiranagar, Bangalore- 560038, through its Authorized Signatory, **Mr. Kumar Jaisom appointed vide Board Resolution dated \_\_\_\_\_**, hereinafter referred to as "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal administrators, executors, successor(s) and permitted assign(s)) of the **ONE PART**.

**AND**

1. Mr. Mr. **ISHWAR N PATIL**, Aadhar No. **736052165783**, S/o **Naganagouda Basanagouda Patil**, aged about **63** years, residing at **1932, Nitishwar Villa ,opposite Ashirwad Building , Ashok Circle , Ranebennur, Haveri, Karnataka, 581115**, having Income Tax P. A. No. **AJZPP3926A**

2. Mrs. Mrs. **ANITA ISHWAR PATIL**, Aadhar No. **685400709865**, W/o **ISHWAR N PATIL**, aged about **56** years, residing at **1932, Nitishwar Villa ,opposite Ashirwad Building , Ashok Circle , Ranebennur, Haveri, Karnataka, 581115**, having Income Tax P. A. No. **ARRPP3305K**

(Above to be filled in in case of joint Allottee/s)

The above applicant/s represented by their Power of Attorney Holder having PAN \_\_\_\_\_ residing at

hereinafter singly/jointly as the case may be, referred to as the “**Allottee**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) as a **PARTY of the OTHER PART**.

**OR**

\*\* M/s. \_\_\_\_\_ having CIN No. \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, having Income Tax P. A. No. \_\_\_\_\_, (represented herein by its Authorised Signatory Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Board Resolution dated \_\_\_\_\_, hereinafter called “the Allottee”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s) as a **PARTY of the OTHER PART**.

**OR**

\*\*\*\*\*Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, wife/son/daughter of \_\_\_\_\_, aged about \_\_\_\_ years, **for self and as the Karta of the Hindu Joint**

**Mitakshara Family** known as \_\_\_\_\_ HINDU UNDIVIDED FAMILY having its place of business/residence at \_\_\_\_\_, having Income Tax P. A. No. \_\_\_\_\_, hereinafter called “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his heirs, representatives, executors, administrators, successors in title and interest, assigns as well as the members of the HINDU UNDIVIDED FAMILY, their heirs, executors, administrators, successors in title and interest and permitted assignees) as a **PARTY of the OTHER PART**.

**OR**

\*\*\*\* M/s. \_\_\_\_\_ a partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, having Income Tax P. A. No. \_\_\_\_\_, (represented herein by its Designated Partner Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Partners’ Resolution dated \_\_\_\_\_), hereinafter called “**the Allottee**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) as a **PARTY of the OTHER PART**.

**OR**

\*\*\*\* M/s. \_\_\_\_\_ a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at \_\_\_\_\_, having Income Tax P. A. No. \_\_\_\_\_, (represented herein by its Designated Partner Mr. \_\_\_\_\_, Aadhar No. \_\_\_\_\_, authorized vide Partners’ Resolution dated \_\_\_\_\_), hereinafter called “**the Allottee**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) as a **PARTY of the OTHER PART**.

**OR**

\*\*\*\*\* \_\_\_\_\_, (Reg. No. \_\_\_\_\_) a \_\_\_\_\_ registered under the provisions of the \_\_\_\_\_, as the case may be], having its

registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide organisation's resolution dated \_\_\_\_\_, hereinafter referred to as **“the Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

{\*, \*\*, \*\*\*, \*\*\*\*, \*\*\*\*\***Whichever is not applicable shall be deemed to stand deleted**}

The Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

#### **DEFINITIONS:**

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

a. “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

b. “Appropriate Government” means the Government of Karnataka;

c. "Carpet Area" shall mean and include the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or deck area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;

Explanation: For the purpose of this Agreement, ‘exclusive Balcony or Deck area’ means the area of the Balcony or Deck, as the case may be, which is appurtenant to the net useable floor area of the apartment, meant for the exclusive use of the Allottee; and ‘exclusive open terrace area’ wherever applicable shall mean the area of open terrace which is appurtenant to the net useable floor area of the apartment meant for the exclusive use of the Allottee.

d. “Car park” shall mean stilt / basement parking space(s)

e. “Rules” means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;

f. "Section" means a Section of the Act.

**WHEREAS:**

A. The Promoter has *vide* sale deeds duly registered with Sub-Registrar at Begur become the owner of or is otherwise well and sufficiently entitled to develop land parcels situated in the Begur Village, Begur Hobli, Bangalore South Taluk.

B. The Promoter is the absolute and lawful owner of all that property admeasuring in aggregate 2509.233 sq. mts. equivalent to 26981 sq. ft comprising (a) 103.602 sq. mts. equivalent to 1114 sq. ft out of total extent of 3 Acres and 12 Guntas in survey number 328/1; and (b) 2405.631 sq. mts. equivalent to 25867 sq. ft out of total extent of 2 Acres and 2 Guntas in survey number 328/3; situate, lying and being in Begur Village, Begur Hobli, Bangalore South Taluk, *vide* Sale Deeds a list of which are given hereunder in **Annexure I**. The above mentioned properties purchased by the Promoters *vide* the aforementioned sale deeds abut and adjoin each other and form a compact parcel (hereinafter "**the Said Land**") which is more particularly described as the **Project** hereunder.

C. The Promoter has formulated a scheme for the development of the property including the Said Land in a phased manner and is developing a Residential Complex (including commercial/retail usage) known as the "**HOUSE OF HIRANANDANI-BANNERGHATTA**" together with certain shared facilities and amenities (hereinafter referred to as "**the said Complex**") consisting of various residential buildings, common compounds, entrances, lobbies, staircases, passages etc., and in accordance with the said scheme of development, persons desirous of owning an apartment in the said Complex shall have to join the scheme of development by executing the agreements as mandated under the Real Estate (Regulation and Development) Act, 2016 read with the Karnataka Real Estate (Regulation and Development) Rules, 2017.

D. The Promoter now proposes to continue the development in a further phased manner and out of the Development Plan, for the purposes of the Act and the Rules, identified the Building No. 04 of the Development Plan by the name "**QUEENSGATE**" (and hereinafter

referred to as “**the said Building**”) to be a separate standalone Real Estate Project under the provisions of the Act. The Promoter represents that out of the development on the said Complex, the said Building shall be constructed on the Said Land being all that part and parcel of lands admeasuring in aggregate 2509.233 sq. mts. equivalent to approximately 26981 sq. ft out of Survey Nos. 328/1 and 328/3 of Begur Village, Begur Hobli, Bangalore South Taluk which is more particularly described hereunder in the Project and more particularly described in the **Schedule A** hereto.

E. The above Project presently comprises of the said Building named **QUEENSGATE**, being 1 (one) Tower, having 3 (Three) Wings consisting of stilt plus 27 (Twenty Seven) residential floors, having 432 residential apartments built with the Specifications as provided under **Schedule F** along with certain common amenities as detailed in the list annexed hereto as **Schedule G** and access to certain Facilities as a part of the Project, as detailed in the list annexed hereto as **Schedule H** attached hereto.

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

G. The Bruhat Bangalore Mahanagara Palike has granted the commencement certificate to develop the Project *vide* No. JDTP/SOUTH/CC/Addl. Dir/38/2016-17 dated 21st December, 2016.

H. The Promoter has obtained approval for the Development plan for the Project, from Bangalore Development Authority *vide* its sanction bearing No BDA/TPM/GH-13-2009-10/931/2015-16 dated 2nd June, 2015 and from Bruhat Bengaluru Mahanagara Palike sanction for Building plan *vide* approval bearing No. JDTP/LP/38/10-11 dated 30th November, 2016. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

I. The Promoter has registered the said Building under the provisions of the Act and the Rules i.e. to say the Real Estate (Regulation and Development) Act, 2016 read with Karnataka Real Estate (Regulation and Development) Rules, 2017 and further read with the Karnataka Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017}, bearing Registration No. PR/KN/170801/000971 with the Real Estate Regulatory Authority at Bangalore on 16.10. 2017.

J. The Allottee has expressed his/her/its willingness to purchase a residential apartment in the said Building known as **QUEENSGATE** being constructed on the Said Land. The Allottee had applied for an apartment in the Project *vide* Application No. **SCPL/QUNGT/Q-11156** dated **30-04-2021** and has been allotted Apartment no. **Queensgate - B - 1403** having carpet area of **678.00** square feet equivalent to **62.98** Sqmts along with appurtenant Balcony/Deck area of **24.00** sq. ft. equivalent to **2.23**sq mts. , in the **B** Wing, on the **14th** floor in the said Building known as **QUEENSGATE** along with the exclusive usage of **1** parking as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under Sub-section (n) of Section 2 of the Act (and hereinafter referred to as the “**Said Apartment**”) and more particularly described in **Schedule B** hereto and the floor plan of the said Apartment is annexed hereto and marked as **Schedule C**);

K. The Allottee desirous of owning an Apartment in the Project has also simultaneously entered into this Agreement for Sale with the Promoter for the transfer of **51.58**sq .ft equivalent to **4.79**sq. mts of Undivided Share in the Project which is given in **Schedule D** hereunder.

L. The Allottee has agreed to purchase the Said Apartment a consideration of **Rs. 7393487/-** (Rupees**Seventy Three Lakh Ninety Three Thousand Four Hundred Eighty Seven** only) (hereinafter referred to as the “**Total Sale Consideration**”) along with charges as detailed in Clause 1.2.2 hereto;

M. Pursuant to the aforesaid application by the Allottee, the Promoter have allotted the Said Apartment e. apartment bearing number **Queensgate - B - 1403** on the **14th** floor in the of the said Building QUEENSGATE i.e. the Project as is being developed by the Promoter hereinto the Allottee herein;

N. On demand from the Allottee, the Promoter have given for inspection of all the documents of title relating to the Said Land, the Project and the plans, designs and specifications of the said Apartment and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Allottee and the Allottee has/have satisfied themselves in that regard;

O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

P. The Allottee acknowledges that the Promoter has provided all the necessary information and clarifications as requested by the Allottee and that the Allottee is fully satisfied with the same and the Allottee has relied on his/her/its/their own judgment and investigation in deciding to enter into this Agreement and has not relied upon and is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever (whether written or oral) made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Complex/said Project /said Apartment. No oral or advertorial representations or statements other than what is explicitly enshrined herein shall be considered to be as a part of the Promoter's obligations under this Agreement.

Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and



all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

R. It is further clarified that the Promoter has not conveyed nor intended to convey right, title or any kind of interest to the Allottee in any construction/development/land falling outside the said Apartment or outside the Project and/or with regard to any present or future construction that may take place on land outside the Project.

S. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs . 1689804** /-(Rupees **Sixteen Lakh Eighty Nine Thousand Eight Hundred Four** Only), being part payment of the Total Sale Consideration of the Said Apartment hereby agreed to be sold and conveyed by the Promoter to the Allottee as a Booking Amount/Earnest Money or part thereof (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Total Sale Consideration in the manner hereinafter appearing.

T. The Allottee agrees and confirms that the brochures and marketing materials already procured by the Promoter in respect of the development contemplated on the Project is only an artistic impression and indicative model and the Allottee shall not make any claim on account of the said Apartment being in variation to the said perspectives as shown in the marketing material / brochures.

U. The Promoter further confirms that they shall build the said Apartment in accordance with the specification provided in this Agreement. Provided that, in the event of non availability of certain brand or material due to adverse market conditions or closure of the brand /company, the Promoter shall be permitted to use an equivalent brand.

V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment as specified in para J.

**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 OF ALLOTMENT**

1.1. The Allottee hereby has agreed to purchase from the Promoter and the Promoter hereby have agreed to sell to the Allottee, the Said Apartment having carpet area of **678.00** square feet, equivalent to **62.98** sq mts., along with appurtenant Balcony/Deck area of **24.00** sq. ft. equivalent to **2.23** sq mts, in the **B** Wing, on the **14th** floor in the said Building No. 04 known as QUEENSGATE along with the exclusive usage of **1** No. of parking as permissible under the applicable law as per proposed layout of the Said Apartment given in Schedule B free from all encumbrances, lien, charges or claims whatsoever, for the Total Sale Consideration of Rs.**7393487/-** (Rupees**Seventy Three Lakh Ninety Three Thousand Four Hundred Eighty Seven** only) . The amount paid towards the Total Sale Consideration shall comprise of the following and is more particularly described hereunder in Clause 1.2 and evinced in the payment schedule hereunder as Schedule E (“Payment Plan”).

1.1.1. The Allottee shall also have undivided proportionate share (hereinafter “UDS”) in the Project as more fully described in the Schedule D Property hereunder. The Allottee shall also be entitled to proportionate share in the Common Areas in the Project. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees owners after duly obtaining the completion certificate from the competent authority or from the authorized architect as provided in the Act;

1.1.2. That the computation of the price of the said Apartment includes recovery of price of land, construction of not only the Apartment, but also the proportionate share in the Common Areas, internal development charges, external development charges, presently applicable taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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 1.2.2 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

1.1.3. It is made clear by the Promoter and the Allottee agrees that the said Apartment and the corresponding UDS along with the allotted Parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure and shared Facilities as given hereunder in Schedule F for the benefit of the Allottee.

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

1.1.5. The Allottee has paid a sum of **Rs. 1689804** /-(Rupees **Sixteen Lakh Eighty Nine Thousand Eight Hundred Four** Only) as Booking Amount/Earnest Money or part thereof being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan

(Schedule E) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed under the Act read with the Rules.

1.1.6. The Allottee shall not let, sub-let, transfer, assign or part with the said Apartment and/or the Allottee's right, interest or benefit under this Agreement, or part with the possession of the said Apartment, until all the amounts, dues and charges payable by the Allottee to the Promoter under this Agreement are fully paid, and only if the Allottee has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Allottee has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same.

## 1.2. CONSIDERATION

1.2.1. The Total Sale Consideration of the Said Apartment is Rs. **7393487/- (Rupees Seventy Three Lakh Ninety Three Thousand Four Hundred Eighty Seven only)**. As on the date hereof the Allottee/s has/have paid a sum of Rs. **1689804 /-(Rupees Sixteen Lakh Eighty Nine Thousand Eight Hundred Four only)** towards Booking Amount/Earnest Money or part thereof and being part payment of the Total Sale Consideration. The Allottee/s hereby agree to pay to the Promoter the balance amount of the Total Sale Consideration of Rs. **5703683/- (Rupees Fifty Seven Lakh Three Thousand Six Hundred Eighty Three only)** (hereinafter referred to as the "Balance Sale Consideration") for the purchase of the Said Apartment in the manner set out in the Schedule 'E' hereunder written.

1.2.2. The Total Sale Consideration have the following ingredients:

	<b>Details</b>	<b>Amount</b>
A	Sale Consideration	<b>5876450</b>

	<b>Details</b>	<b>Amount</b>
B	<b>Other Charges</b>	
1.	Ad-Hoc Maintainance	<b>48609</b>
2.	Development Charges	<b>469600</b>
3.	Generator Charges	<b>98200</b>
4.	Legal Charges	<b>30000</b>
5.	Township Corpus Fund	<b>49100</b>
	<b>Total</b>	<b>695509</b>

<b>C</b>	<b>Details</b>	<b>Amount</b>
1.	GST on Sale Consideration	<b>705174</b>
2.	GST on Other Charges	<b>116354</b>
	<b>Total</b>	<b>821528</b>

Note: Electricity charges, Bruhat Bengaluru Mahanagara Palike & Legal charges are tentative & in case of any revision from Government/respective authorities in future, the same shall be payable by the Allottee on actual basis.

**A. COST OF CONSTRUCTION:**

Rs. **5876450/-** (Rupees **Fifty Eight Lakh Seventy Six Thousand Four Hundred Fifty** Only) being the Cost of Construction of the said Apartment. The amounts shall be paid as per Payment plan given hereunder in **Schedule E**.

**B. STATUTORY LEVIES:**

i. The Cost of Construction and other charges as mentioned above includes taxes as applicable as on (date as mentioned in Clause J), and taxes by way of Goods and Services Tax (GST) or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of Said Apartment.

ii. Any additional taxes levied after the date of this Agreement shall be paid by the Allottee upon the demand made by the Promoter within 30 (Thirty) working days, and the Allottee shall indemnify and keep indemnified the Promoter from and against the same.

iii. Provided that in case there is any change / modification in the taxes after the date mentioned in Clause J, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:

iv. Provided further that if there is any increase in the taxes 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 Project by the Authority, as per the Act, the same shall not be charged to the Allottee;

#### **C. TOWNSHIP CORPUS FUND:**

i. The Allottee shall hand over **Rs.49100/-** (Rupees **Forty Nine Thousand One Hundred** Only) of the Schedule B Property to the Promoter as Corpus Fund for the said Building at the time of handing over possession of the said Apartment to the Allottee. The Corpus Fund shall be utilized by the Promoter towards major expenditure in maintenance of the said Building and other infrastructural facilities and amenities in the Project. The Promoter shall transfer the said amount after deducting any expense incurred, without any interest, to the Association of allottees as and when

formed. The Association when formed may decide to enhance the corpus and such increased corpus amount will be paid by the Allottee. The Allottee understands the importance of the deposit amount as the same is required towards a corpus meant for contingencies including but not limited to major or capital expenditure.

ii. It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove and/or any other amounts/deposits which are not referred to therein become payable, for any reason including for the efflux of time, then the Allottee shall be liable to bear and pay the same within 30 (thirty) days from receipt of the Promoter's written intimation in this regard.

iii. The Promoter shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Allottee under this clause shall not carry any interest, and shall remain with the Promoter until the Association of allottees is formed. Thereafter, the residual balance out of the afore-said deposits (i.e. less deductions by way of expenditures already incurred as provided for in this Agreement) shall be paid over by the Promoter to the Association of allottees . The Promoter shall not be required to render the account of such deposits except as mandated by the Act, to the Association of allottees only and not individually to the Allottee at any time. It is expressly clarified, agreed and understood between the parties hereto that the Promoter shall be entitled to retain 30% from the deposit collected hereinabove as a security for the payment of the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House till the completion of the development of the Project. The residual balance of the aforesaid 30% of the deposit which is retained by the Promoter shall be handed over to the said Apex Association only on the completion of the development of the Project.

#### **D. ADHOC MAINTENANCE CHARGES:**

**i. Common Area Maintenance Charge:** The Allottee agrees to pay a sum of **Rs .48609** (Rupees **Forty Eight Thousand Six Hundred Nine** Only) for a period of **18** months (“**Initial Maintenance Period**”) in advance besides the applicable GST, statutory levies at present and or in future, at the time of taking delivery of the possession of the said Apartment. The advance maintenance fee charges agreed under this clause is the subsidized rate offered to the Allottee, for the maintenance of the common areas, undertaken by the Promoter and may be subject to change at a future date in case the maintenance is handed over to their nominated Facility Management Company or one of their deputed agencies. The Maintenance fee shall cover housekeeping services for the common areas, security arrangement for the premises, diesel generator, WTP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses.

The above mentioned amount shall be paid/become payable, by the Allottee on the date when the Promoter communicates their readiness to handover possession of the **Schedule B** property, irrespective of whether the possession is taken over by the Allottee.

**ii. Common Amenities Maintenance Charges: (Post Handover Of The Apartment)** Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the UDS) of all the outgoings in respect of the Project and the said Building, including repairs to the exterior and interior of the said Building (but excluding the interior of the said Apartment hereby agreed to be sold to the Allottee), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water



charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, STP Charges, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Project and the said Building. Until the Association of allottees is formed and registered and the Project as the case may be, is transferred to it as aforesaid, the Allottee/Association of Apartment allottees shall continue to pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time. The Allottee further agree, undertake and covenant that till the allottees' share is so determined, the Allottee shall pay to the Promoter a provisional contribution of **Rs.3.75 /- Per Sqft (Rupees Three Rupees Seventy Five Paise only PER Sqft)** per month payable in advance on a yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till the formation of the Association and handover of the accounts to such an Association. The Allottee agree, undertake and covenant to pay and discharge such provisional contribution on yearly basis on the 5th (fifth) day of each twelve month period in advance.

It is expressly clarified, agreed and understood between the parties hereto that the Allottee and/or said Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and common amenities, as well as Facilities including the Internal Roads, Landscaped gardens and Club House till the completion of the development of the Project. The Promoter will be responsible for the maintenance of the Schedule property for 5 years renewable at the option of the Promoter. The maintenance charges shall be calculated based on actual expenses for maintenance plus 20% for supervision and overheads excluding GST, statutory levies at present and or in future, as applicable for each period of 12 months with

respect to the Schedule A property and shall be paid in advance of the commencement of the said 12 months. The aforesaid payments shall be made through the Association of the allottees that shall be formed and in default of payment committed by the Allottee; the Allottee shall be liable to pay the aforesaid amounts with delay interest.

**E. LEGAL CHARGES:**

INR. NA towards Legal costs, charges and expenses including for the preparation of all necessary documents for registration.

**F. GENERATOR CHARGES:**

INR. NA towards Generator Charges.

The Promoter herein clarifies that though the capacity of the generator shall be capable of backing the said Building, the aforesaid Maintenance Fee shall include power back up for duration of 2 hours per day and the cost of the power back up for the duration exceeding the said 2 hours per days shall be proportionately paid by the Allottee.

**G. DEVELOPMENT CHARGES:**

INR. NA towards Development Charges, which shall include Club House Membership also.

**1.2.3. STAMP DUTY & REGISTRATION EXPENSES:**

The Allottee agrees and accepts that the Stamp Duty and Registration charges on this Agreement for Sale and any subsequent Sale Deed as may become necessary for transferring of title of the said Apartment to the Allottee shall be borne by the Allottee alone. Further All costs, charges, expenses, GST levied thereon, and/or all other kinds of cess or charges (as may be payable to any concerned authorities whether existing and /or as may be imposed at any time hereafter) and relating to this Agreement in respect of the said Apartment including for registration of undivided share in favour of the Allottee in respect of the sale of the Schedule D property shall be borne by the Allottee alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

1.2.4. The Allottee agrees to pay to Promoter an interest as mandated by law, for the period of delay, from the date any amount becomes due and/or payable as per the Schedule E of this Agreement to Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to Promoter. The Allottee agrees and accepts that once interest becomes due and payable under this Clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted in accordance with Clause 4 here under.

1.2.5. The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other allottees of apartments/units in the Project.

1.2.6. For the purpose of facilitating the payment of the Sale Consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/Financial Institutions. The Allottee agrees and accepts that in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee may obtain from such Bank/Financial Institutions. Provided that the Allottee shall be entitled to take such financial assistance only after the Promoter has agreed to the creation of security with respect to the Said Apartment in accordance with a Tripartite Agreement signed by and amongst the financial institution, the Allottee and the Promoter. Any purported creation of mortgage on the Said Apartment without the participation of the Promoter shall be deemed to be void ab initio and the Promoter shall not be required or obliged to take cognizance of the same.

1.2.7. The Allottee will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and

agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule E**.

1.5. It is further understood and agreed by and between the Parties that any further areas that may be developed and/or facilities and amenities that may be provided, over and above and/or in addition to the common areas and facilities to this Agreement, may be accessible by the Allottee only on payment of extra charges as may be decided from time to time by the Promoter/Facility Management Company. It is further agreed that the Allottee shall not be entitled to any right in such further areas developed and/or facilities and amenities provided by the Promoter.

1.6. The Promoter may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground reservoir, pumps, car parking space and other amenities which shall all be part of a common integrated development in the Project and the Allottee shall not have any objection to it.

1.7. It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the Said Apartment being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the Said Apartment is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the Said Apartment i.e.

when the occupancy certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% of the Carpet area of the Said Apartment. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the Said Apartment is acceptable and binding upon him/her/them. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 60(Sixty) days with annual interest, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule as aligned under **Schedule E**. All these monetary adjustments shall be made at the same rate per square feet/meter as agreed in this Agreement.

Provided that it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'F', 'G' and 'H'** (which shall largely be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Apartment, or said Building, as the case may be, without the previous written consent of the Allottee 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.

1.8. The Allottee hereby confirms and declares that the Promoter shall have the right to adjust/appropriate all payments made by him/her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its name as more specifically given in Clause 4 hereunder and the Allottee undertake not to object/demand/direct the Promoter to adjust his payments in any manner.

1.9. The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Said Apartment, subject to prior permission from

the Promoter and in compliance with the Promoter's guidelines with respect to site safety and security etc.

1.10. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a mutually agreed discount for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan Schedule E through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “**Suadela Constructions Private Limited - Queensgate- RERA AC**” payable at Bangalore. The Allottee agrees to pay to the Promoter any incremental charges over and above the charges indicated in Clause 1.2.2. The Allottee hereby also agrees to pay any additional charges mentioned in Clause 1.2.2 at actuals over and above the Sale Consideration agreed upon.

## **3.COMPLIANCE WITH LAWS RELATING TO REMITTANCES:**

3.1. The Allottee if resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provision as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India as more particularly given hereunder:

- i. For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.

ii. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of the Allottee and such third party shall not have any right in the Said Apartment in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.

iii. If the Allottee is non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accept no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.

iv. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 3.3 below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR. 500/- (Rupees Five Hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR.1000/- (Rupees One Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only



3.2. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

3.4. The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee under this Agreement towards the Said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (“**Anti Money Laundering**”).

3.5. The Allottee further declare(s) and authorize(s) the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to

time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

3.6. The Allottee further agree(s) and confirm(s) that in case the Promoter become aware and/or in case the Promoter are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Said Apartment neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

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

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

4.2. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Clause 4.1 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

4.3. Notwithstanding anything contained in this Agreement, any amounts received from the Allottee pursuant to this Agreement shall be utilised as under:

a. Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;

b. Secondly (and only after all amounts under sub-clause (a) have been recovered), in the event any interest becomes due and payable by the Allottee, towards such interest due until the entire interest accrued has been received by the Promoter,

c. Thirdly (and only after all amounts under sub-clause (b) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;

d. Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee, however, the Allottee shall not be entitled to receive any interest on such advance paid.

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

5.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

5.2. **Completion of Sale & Possession**  
Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:-

i. completion of construction of the said Building and/or the Said Apartment is ready for occupation; and

ii. receipt of the Completion Certificate/Occupation Certificate/Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and

iii. receipt of the consideration from the Allottee as set out in the **Schedule E**; and

iv. receipt by the Promoter of Total Sale Consideration including all other charges hereto along with the interest on late payments; and

v. receipt of all amounts required to be paid by the Allottee for any additional specifications for the Said Apartment; and

vi. Execution and registration of Sale Deed by affixing necessary stamp duty and payment of registration fee, Cess, legal charges and other incidental charges by the Allottee.

5.3. The ownership rights to the Said Apartment shall vest in the Allottee only after all the conditions for the completion of sale as set out in Clause 5.2 are satisfied. The possession of the Said Apartment shall be handed over to the Allottee on acquiring the ownership rights to the Said Apartment.

5.4. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the

Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

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

6.1. The Allottee has seen the layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio (FAR) and density norms and provisions prescribed by the State of Karnataka and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2. The Promoter hereby declare that the Floor Area Ratio (FAR) available as on date in respect of the Said Land shall be utilized towards the development of the Project. Pursuant thereto, the Allottee hereby specifically agree and consent that the Promoter shall be entitled to consume the balance FAR, if any available after construction the Project, and also additional FAR as and when available by constructing additional buildings and structures so as to avail of the full FAR, without any further intimation to or consent of the Allottee. The FAR of any nature whether available at present or in future and/ or additional construction/s shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell and transfer the same in the manner as deem fit to Promoter. If there is any balance FAR remaining after the completion of the Scheme as envisaged herein then the said FAR shall be utilized by the Promoter in accordance with the arrangement agreed between them. The Allottee hereby admits and acknowledges the aforesaid rights of Promoter and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.

6.3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Said Apartment.

## 7. POSSESSION OF THE SAID APARTMENT

7.1. **Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of this Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas with all specifications, amenities of the Project in place on **30/08/2022**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused due to Force Majeure Conditions.

7.2. *Force Majeure* Conditions are defined hereunder:

**"FORCE MAJEURE"** shall mean any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Agreement, which shall include:

i. acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;

ii. acts of terrorism impacting peace of the region

iii. circumstances or conditions, or other causes beyond the control or unforeseen by the Promoter including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the Promoter or the contractor or the suppliers and / or;

iv. non-availability of cement, steel, sand, brick or other construction material;

v. war and hostilities of war, riots, bandh or civil commotion;

vi. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or

vii. any event or circumstances analogous to the foregoing.

7.3. If the completion of the Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment, provided that such *Force Majeure* Conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure* Conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60(Sixty) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.4. The Promoter may complete the said Building or any part or portion thereof and obtain occupation certificate if applicable thereof and give possession of the Said Apartment therein to the Allottee and the other apartments to the acquirers of such apartments and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/her/its/their specific consent to the same. If the Allottee is offered possession of the Said Apartment in such part or completed portion of the said Building, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the Said Apartment is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Said Apartment on the aforesaid date, if the completion of building in which the Said Apartment is to be situated is delayed on account of *Force Majeure* Conditions as given hereinabove

7.5. Further, in the event the Promoter are unable to file for occupation certificate / Building user on or before the dated as mentioned in clause 7.1 above, for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts received from the Allottee along with applicable Interest as stated in Clause 5.4 from the date of payment of such amount till refund thereof.

#### **7.6. METHOD OF TAKING POSSESSION**

7.6.1. The Promoter, upon obtaining the occupancy certificate /building completion certificate (if applicable) from the competent authority shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees , as the case may be. The Promoter shall hand over the occupancy certificate of



the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.6.2. The Allottee shall take possession of the Said Apartment within 30 (Thirty) days from the date Promoter offering possession of the Said Apartment, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. Upon receiving possession of the Said Apartment or expiry of the said 30 days from offering of the possession the Allottee shall be deemed to have accepted the Said Apartment, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the Said Apartment shall pass and be deemed to have passed to the Allottee.

**7.6.3. Failure of Allottee to take Possession of the Said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.6.1, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.6.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.6.1

7.6.4. The Allottee hereby further agrees that in case the Allottee fails to respond and/or neglects to take possession of the Said Apartment within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs .5/-(Rupees **Five** only) per month per square Feet for the one bed room apartments, Rs. **8**/-(Rupees **Eight** only) per month per square Feet for the two bed room apartments and Rs. **11** /-(Rupees **Eleven** only) per month per square Feet for the three bed room

apartments of the Total Area of the Said Apartment (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Said Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

7.6.5. The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Said Apartment within the aforementioned time as stipulated by the Promoter and/or cancel/ terminate this Agreement, then the Promoter shall also be entitled to reserve his right to forfeit the entire amounts received by the Promoter towards the Said Apartment along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee further agrees and acknowledges that the Promoter obligation of delivering possession of the Said Apartment shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Said Apartment.

**7.7. CANCELLATION BY ALLOTTEE** - The Allottee shall have the right to cancel/with draw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 60(Sixty) days of such cancellation.

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

Except for occurrence of a *Force Majeure* event, if the Promoter fails to complete or is unable to give possession of the Said Apartment:

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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 60(Sixty) days of it becoming due.

iii. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within 60(Sixty) days of it becoming due.

## **7.9. REPRESENTATIONS AND WARRANTIES**

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

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

i. The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

iii. There are no encumbrances upon the Said Land or the Project;

iv. There are no litigations pending before any Court of law or Authority with respect to the Said Land, or the Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and Said Land 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 common areas;

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

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

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

ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be;

x. The Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of Said Apartment or said Building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;

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

#### **7.9.2. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee for himself/themselves with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants, represents with the Promoter as follows :-

i. on or before delivery of possession of the Said Apartment pay to the Promoter, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoter, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoter and such amounts agreed upon in clause no. 1.2

ii. pay the applicable stamp duty, registration charges, Cess, Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed;

iii. The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence and shall not use any other purposes(s) whatsoever. The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;

iv. the Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the Project by the Promoter;

v. not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building

plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;

vi. not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Said Land on any ground whatsoever;

vii. Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Apartment;

viii. Pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter;

ix. Confirm/declare that he/she/they has/have agreed to purchase the Said Apartment after due verification of all the relevant aspects and has satisfied himself/herself in this regard.

x. Confirm/declare that he/she/they shall not claim any right, title or interest in case of any additional FAR being made available to the Promoter with regard to the Project and/or the the Said Complex over and above what has been contemplated herein and the Promoter shall be entitled to utilize the same as per their mutual understanding;

xi. Confirm/declare that any refund to be made under this Agreement by the Promoter to the allottees, shall be made in favour of the First Applicant (in case of more than one applicant/Allottee) of the Said Apartment. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/allottees of the Said Apartment and all the applicants of the Said Apartment shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/allottees of the Said Apartment;

xii. To maintain the Said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the Said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the Said Apartment is situated and the Said Apartment itself or any part thereof without the consent of the local authorities, if required

xiii. The Allottee agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the



said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee shall not do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Apartment or adjacent to the Said Apartment. The Allottee shall not make in the Said Apartment any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Said Apartment, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Allottee further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;

xiv. To carry out at his own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the Said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the Association/society/ concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

xv. Not to demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the Said Apartment is situated and shall keep the portion sewers, drains and pipes in the Said Apartment and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, chisel, uproot or change the flooring or other structural members in the Said Apartment without the prior written permission of the Promoter and/or the Association of allottees as and when formed;

xvi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land (if applicable) and the said Building in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

xvii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Land and the said Building in which the Said Apartment is situated;

xviii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the Said Apartment is situated;

xix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Apartment by the Allottee for any purposes other than for purpose for which it is sold;

xx. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;

xxi. The Allottee shall observe and perform all the rules and regulations which the society or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the association regarding the occupancy and use of the Said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

xxii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Said Land and said Building or any part thereof to view and examine the state and condition thereof;

xxiii. The Allottee hereby confirm and acknowledge that the specifications mentioned in the advertisement/ communications or the sample apartment / mock apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee has/have not relied on the same for his/her/their/its decision to acquire Said Apartment in the phase and also acknowledges that the Allottee has/have seen all the sanctioned Layout plans and time schedule of completion of the Project;

xxiv. The Allottee undertakes that the Allottee has/have taken the decision to purchase the Said Apartment in the phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;

xxv. Save and except the information / disclosure contained herein the Allottee/s confirm and undertake not to make any claim against Promoter or seek cancellation of the Said Apartment or refund of the monies paid by the Allottee by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel;

xxvi. The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Said Apartment and/or Parking Space by concerned authorities due to non-payment by the Allottee or any other apartment Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

xxvii. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartments or of the Said Land and the said Building or any part thereof. The Allottee hereby agree that the Allottee shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him and all

open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

## **8. HOUSE RULES FOR ALL ALLOTTEES**

a. The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the Said Apartment.

b. No Allottee shall make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottee. No Allottee shall use any loud speaker in the Said Apartment if the same shall disturb or annoy other occupants of the Project.

c. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Association of Allottees.

d. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the said Building except as has been approved by the Promoter /Association of allottees.

e. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter /Association of allottees , nor shall anything be Projected out of any window of the Project without similar approval.

f. Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee in whose apartment it shall have been caused.

g. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common areas of the Project unless accompanied.

h. No television aerial shall be attached to or hung from the exterior of the Said Apartment.

i. Garbage and refuse from the Said Apartment shall be deposited in such place only in the Project and at such time and in such manner as the Maintenance Body/ Promoter /Association of allottees may direct.

j. No vehicle belonging to a Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project another vehicle.

k. After the hand over of the **Schedule A Property** to the Association of allottees , it shall be the responsibility and obligation of the Association of allottees , and inter alia the allottees including the Allottee herein to apply for, pay for and maintain and keep valid all permissions, no objection certificates (including Fire NOC) with respect to the said Building QUEENSGATE and/or licenses and management contracts entered into by the Promoter with various vendors and/or service providers with respect to the Common Amenities within the said Building QUEENSGATE.

l. These house rules may be added to, amended or repealed at any time by the Promoter /Association of allottees .

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

**9.1. PROMOTER'S DEFAULT:** Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified 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 para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 60(Sixty) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within 60(Sixty) days of it becoming due.



### 9.3. DEFAULT BY ALLOTTEE

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

i. In case the Allottee fails to make payment within the due date as given in the demand notice issued as per the Payment Plan annexed hereto, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

ii. In case of Default by Allottee under the condition listed above continues for a period beyond 02 consecutive demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

iii. Inter alia, in case the Allottee fails to rectify the default within the aforesaid period of 15 days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Promoter's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed

of cancellation or such other document (“**Deed**”) within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee and the Promoter's right to sell/transfer the Said Apartment including but not limited to Parking Spaces to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the Said Apartment and/or Car Park(s) and/or the Project and/or the Said Land and the Allottee waives his/her/their/its right to claim and/or raise any disputes against the Promoter and Promoter in any manner whatsoever. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

iv. In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/terminate the transaction.

v. **TERMINATION BY ALLOTTEE BEFORE POSSESSION DATE:** In the event, the Allottee intends to terminate this Agreement, then the Allottee shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with the provisions mentioned above.

## 10. COVENANTS AND WARRANTIES BY THE ALLOTTEE

The Allottee warrants and covenants as follows:

i. None of the apartment owners including the Allottee shall bring any action for partition or division of any part of the Schedule A, Schedule B and Schedule D Property thereof.

ii. The Allottee can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the said Building.

iii. The Allottee in the event of leasing the Said Apartment shall keep informed the Promoter or Agency maintaining the common areas or Association of allottees about the tenancy of the Said Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Allottee as Temporary Members on payment and any facilities availed by him as a virtue of being purchaser shall be surrendered to the Promoter or the Association of allottees . Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee contained herein shall be that of the Allottee and it shall be the responsibility of the Allottee to ensure that the tenant/ lessee follows all the rules and regulations that may be prescribed for the occupants of the said Building in the said Complex.

iv. The Allottee shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Allottee is for exclusive use and enjoyment by Allottee and the Allottee shall not have the right to put up any

construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

v. The Allottee shall maintain the front elevation and the side and rear elevations of the Said Apartment, in the same form as the Promoter constructed and not at any time alter the said elevation in any manner whatsoever.

vi. It is a specific term and condition of this Agreement for Sale and of the rights to be created in favour of the prospective Purchasers in the building and in the Said Apartment that:

a. No signboard, hoarding or any other logo or sign shall be put up by the Allottee on the exterior of the building or on the outer wall of the apartment.

b. The Allottee shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the Said Apartment though the Allottee shall be entitled to select and carry out any decoration/painting of the interior of the Said Apartment.

c. The Allottee shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

vii. The Allottee shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings there to, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value there of or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Allottee shall promptly report to the Promoter or Maintenance Company or Association of

Apartment allottees as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the Said Apartment and especially with regard to the external and common walls shared by the Apartment Owners.

viii. Since the Allottee is/are to own the aforesaid undivided interest in the land described in the Schedule D here underwritten it is specifically agreed that the Allottee shall be entitled in common with the Purchasers/holders of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:

- a. Entrance and Common Passages.
- b. Lifts/Pumps/Generators of the Project.
- c. Shared Facilities
- d. Club House on membership basis and on compliance of byelaws formed for the Club.

ix. The Allottee is/are aware that the exclusive right of use of car parking space in Basement levels/Ground Level will be allotted by the Promoter to the various apartment owners and that the right of use so allotted shall vest solely in the respective apartment owner to whom it is allotted. The Allottee shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Allottee any title to the land earmarked as Car Parking Space.

x. The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the owners of apartments constructed in the Project being the said Building.

xi. The Promoter reserve the exclusive and absolute right to display hoarding/s on all or any of the Wings of the said Building and the terraces and/or in any part of the Said Land and exploit the income there from at all times. Neither the Allottee nor the Association/s to be formed shall have the right to dispute the

said acts of Promoter and/ or their transferees or persons permitted by them. The Allottee specifically consent for the above.

xii. The Allottee hereby agree, confirm and undertake the following obligations towards the Promoter and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

a. Not to use the space left open after construction in Project or in the said Building 'QUEENSGATE' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.

b. Not to decorate the exterior part of the said Building otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in the Project.

xiii. The Allottee shall have no objection whatsoever to the Promoter managing the said Building in the Project by themselves or handing over the common areas and the facilities to a maintenance company from the date of completion of the said Building and thereafter hand over the said Building to the association as soon as it is formed and the Allottee has/have given specific consent to this undertaking. The Promoter or the maintenance company or Association of allottees shall be paid on demand proportionate common expenses for upkeep and maintenance of the said Building and common areas and facilities in the Project along with applicable taxes on such services.

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

11.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of allottees upon the completion of the Project. The cost of such maintenance has been described Clause 1.2.2 of this Agreement.

**11.2. COMMON MAINTENANCE AND CORPUS DEPOSIT :**

11.2.1. The Promoter will undertake maintenance and upkeep of common areas and roads and facilities in the said Building or entrust the same to any Maintenance Company of their choice for a period of 18 (Eighteen) months from the date of completion of the respective building and thereafter entrust the same to the Association of allottees to be formed by the owners of Apartments in said Building in The Allottee shall pay to the Promoter or Maintenance Company or Association of allottees s as the case may be, proportionate sums for maintenance of common areas and facilities in said Building. The Allottee shall also pay to the Promoter or Maintenance Company appointed by the Promoter, proportionate sums for Ad-hoc Maintenance charges for maintenance of common areas and facilities at the Project from the date of possession of the Apartment is ready for which a notice is served on the Allottee or possession is handed over or deemed to have been handed over shall be liable to bear proportionately share and pay for the common expenses/maintenance expenses to the Promoter /the Agency appointed by the Promoter for maintenance of all the common areas and facilities in the said Building.

11.2.2. The Allottee shall also pay amounts as mentioned in Clause 1.2.2 towards Corpus Fund which will be utilized for major repairs or maintenance works in the Project and transfer the unspent sum to the respective association. The said sum will be under the management and control of the Promoter /Association of allottees s aforesaid and their decision in respect of the utilization of the said sum will be final. Any shortfall in funds for the aforesaid purposes shall be made good by the Allottee along with other allottees proportionately.

11.2.3. The Allottee shall permit the Promoter and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Said Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Said Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Said Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

## 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 to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

12.2. That after the Said Apartment is handed over to the Allottee and/or the maintenance of the **Schedule A** Property is handed over to the Association of allottees, the Promoter shall not be responsible for any consequence or defect liability on account of any change implemented in the Said Apartment (including changes to the structural walls, flooring, any additional construction implemented in the duct areas) or any part of the said Building by the Allottee or for any failure, negligence in implementing the interior decoration of the Said Apartment, act or omission, obstruction, alteration, modification, restraint or improper use by the Allottee of any of the internal fixtures and fitting within the Said Apartment or by any or all the allottees service providers or their agents with regards to the fire equipment, fire protection



systems, lifts, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee understands and accepts that in any of the above acts or omissions by the Allottee, the Defect Liability of the Promoter towards the Said Apartment will automatically and forthwith lapse.

12.3. If the Allottee brings to the notice of the Promoter any structural defect in the Said Apartment / said Building within a period stipulated under the relevant Laws from the date of handing over of the Said Apartment to the Allottee, or any genuine and not perceived or purported defect on account of workmanship or provision of service then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service or natural change due to the onslaught of natural elements, which cannot be attributable to the Promoter or beyond the control of the Promoter. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 12.1), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

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

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

### **14. USAGE:**

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

#### **14.2. LIMITED COMMON AREA RIGHTS**

The Allottee agrees that the earmarked car parking spaces in the basements and Ground level being part of the common area being treated as the limited common area which the Promoter will allot for the exclusive use of the allottees. The Allottee agree that they shall at no time before or after the completion of the Project and or the formation of any Association of allottees claim any rights there to or deprive the allottees of the said car parking spaces. The Car parking areas provided in the Project are for the benefit of all the buyers/owners/occupants of the apartments in the said Building. The Car parks are allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and regular disputes amongst the owners/users of the apartments. In view of the same the Allottee has/have agreed to enjoy the Car parking areas specifically earmarked for him/her/them. The Allottee declare that he/she/they is/are bound by such ear marking of parking spaces and will not dispute the authority of Promoter in the above and further desist from making any issue or claims in respect there to and in the event of Promoter being exposed for any monetary or claim pursuant to such ear marking of parking spaces, the Allottee agree and bind himself/herself/themselves to indemnify and keep the Promoter indemnified from such claims and demands at all times. The parking space earmarked to Allottee is/are for exclusive use and enjoyment by Allottee and the Allottee shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. The parking area earmarked for the Allottee by the Promoter is binding on the Allottee

and agree to use the same without any objection. The Promoter shall, upon completion of the building and forming of the Association of allottees, hand over the parking areas demarcated to the said Association of owners formed and thereafter, in the event the Allottee is/are prevented from using/enjoying the car parking area earmarked, the Promoter shall not liable or responsible for the same and it shall not result in any claims against the Promoter and/or it will not affect the Sale Deed to be executed.

**15. GENERAL COMPLIANCE BY THE ALLOTTEE WITH  
RESPECT TO THE SAID APARTMENT:**

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

15.3. The Allottee 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.

15.4. The Allottee shall not do anything that may adversely affect the aesthetic appearance/beauty of the said Building such as installation of grills or nets in any part

of the Said Apartment, nor do anything in the Said Apartment which may cause any nuisance or obstruction or hindrance to the other owners.

15.5. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE SAID APARTMENT**

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the Said Apartment, and if any such mortgage or charge is made or created

thereafter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Apartment.

## **19. APARTMENT OWNERSHIP ACT**

19.1. The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972. The Promoter shall be responsible for showing compliance of various laws/regulations as applicable in Karnataka.

19.2. The Allottee has/have been informed and the Allottee has/ have agreed that the Promoter shall be creating an Association of allottees under the Karnataka Apartment Ownership Act, 1972 or any other act as the Promoter is advised for the maintenance of the Project on the Schedule A Property and also the Project. The formation of such Association of allottees may be for the Project as one association and an apex association with separate committees being formed for each of the RERA registered Projects within the Project.

19.3. The Allottee agree that the Allottee shall become member of the Association of allottees formed for the maintenance of all the common amenities, facilities etc. of the Schedule A Property and the Project. The Allottee on taking conveyance of the Said Apartment would automatically become member of such Association and the Allottee shall execute all required documents to become and continue to be the member of such Association and complying with the rule, regulation and byelaws framed thereunder.

## **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as

stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances at Begur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.-

## **21. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, brochures, advertisement material, Letter of Offer/Payment Plan/discount scheme or any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment/said Building/Complex, as the case may be. The Parties agree and accept that any such prior understanding or agreement stands superseded by this Agreement.

## **22. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties. Provided that in the event that during the construction of the said Building, if a change in the plans is necessitated by reasons beyond the control of the Promoter, then in such event, the consents of 70% of the allottees as statutorily mandated under the Act, shall be sufficient for the Promoter to implement such change. The Allottee agrees and accepts that in that case the specific consent of the Allottee shall not be necessary.

## **23. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

23.2. In the event of the Said Apartment being transferred by the Allottee to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Project including and suitable clauses to this effect shall be incorporated by the Allottee in the document conveying the Said Apartment to such transferee/s.

#### **24. WAIVER NOT A LIMITATION TO ENFORCEABILITY**

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

24.2. Failure on the part of the Parties 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.

#### **25. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of 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 confirm 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.

## **26. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the Carpet Area of the Said Apartment to the total carpet area of all the apartments being developed in the Project.

## **27. FURTHER ASSURANCES**

27.1. 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.

27.2. The Promoter shall have lien on the Said Apartment in respect of any unpaid installment of the Total Sale Consideration (and Location Benefit Charges, if any). The payments made by the Allottee shall be first adjusted towards the interest due if any and only then towards the balance amount of the Total Sale Consideration payable, if any, as more particularly set out in detailed in 1.2 above.

27.3. The Promoter shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Residential Complex or any part thereof as agreed between them.

## **28. PLACE OF EXECUTION:**



The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter' Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bangalore after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **BENGALURU**. Hence this Agreement shall be deemed to have been executed at Bangalore.

## 29. NOTICES

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of posting at their respective addresses specified below:

### **Allottee**

1. Mr. ISHWAR N PATIL (Name of Allottee)

1932, Nitishwar Villa ,opposite Ashirwad Building , Ashok Circle , Ranebennur  
Haveri, Karnataka, 581115 (Allottee Address)

2. Mrs. ANITA ISHWAR PATIL (Name of Allottee)

1932, Nitishwar Villa ,opposite Ashirwad Building , Ashok Circle , Ranebennur  
Haveri, Karnataka, 581115 (Allottee Address)

Notified Email ID:  
nitishwar.patil93@gmail.com

### **Promoter**

**Suadela Constructions Private Limited,**

757/B, 100 Feet Road, HAL 2nd Stage,

Indiranagar, Bangalore- 560038

Notified Email ID:**bangalore@houseofhiranandani.com**

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

### **30. JOINT ALLOTTEE**

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

### **31. SAVINGS:**

Any application form, agreement, or any other document signed by the Allottee, in respect of the Said Apartment, or said Building, as the case may be, prior to the execution and registration of this Agreement for Sale for the Said Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

### **32. GOVERNING LAW**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Bangalore courts will have the jurisdiction for this Agreement.

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled

amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**IN WITNESS WHEREOF** the Parties here in above named have set their respective hands and signed this Agreement for Sale at Bangalore in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Suadela Constructions Private Limited**

(Authorized signatory)

(1) Signature \_\_\_\_\_

(2) Name \_\_\_\_\_

(3) Address 757/B, 100 Feet Road, HAL 2nd Stage,  
Indiranagar, Bangalore- 560038

**SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee**

**(including joint buyers)**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

In the presence of WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE A

### (Description of the Said Land)

All that piece and parcel of land admeasuring 2509.233 sq. mts. equivalent to 26981 sq. ft comprising:

1. 103.602 sq. mts. equivalent to 1114 sq. ft out of total extent of 3 Acres and 12 Guntas in survey number 328/1; and
2. 2405.631 sq. mts. equivalent to 25867 sq. ft out of total extent of 2 Acres and 2 Guntas in survey number 328/3;

situate, lying and being in Begur Village, Begur Hobli, Bangalore South Taluk, and bounded by:-

To the East By	: Sy. No. 329 (vacant plot)
To the West By	: Sy.No. 328/2(P) (Stone Quarry)
To the North By	: Sy. No. - 328/1
To the South By	: Sy.No. 331

## SCHEDULE B

### (Description of the Said Apartment)

A Residential Apartment bearing No. **Queensgate - B - 1403** admeasuring **678.00** sq. ft. equivalent to **62.98** sq mts. Carpet Area along with appurtenant **24.00** sq. ft. equivalent to **2.23** sq. mts. of exclusive area being Balcony/Deck area on the **14th** Floor in the **B** Wing of the said Building No.4 known as '**QUEENSGATE**' together with the exclusive usage of **1** Car Parking Space, situate in the **Schedule A** property within the Development known as HOUSE OF HIRANANDANI, BANNERGHATTA.

**SCHEDULE C**  
**FLOOR PLAN OF THE APARTMENT**

## SCHEDULE D

### UNDIVIDED SHARE

(Extent of land proposed to be conveyed to the Allottee as Undivided Share of the Project)

51.58sq. ft, equivalent to 4.79sq. mts. of undivided share within and out of the above mentioned Project.

## SCHEDULE 'E'

### PAYMENT PLAN

**Project: QUEENSGATE**

**HOUSE OF HIRANANDANI BANNERGHATTA**

**Apartment no.: Queensgate - B - 1403**

**Name of the Purchaser:** 1. Mr. ISHWAR N PATIL  
2. Mrs. ANITA ISHWAR PATIL

Sr.no	Particulars	Amount	GST	Total
1	Booking Amount (30/5/2021) - 10.00%	587645	70517	658162
2	On or before Registration of Agreement (14/6/2021) - 20.00%	1175290	141035	1316325
3	Instalment 1 (9/7/2021) - 60.00%	3525870	423104	3948974
4	Possession - 10.00%	587645	70518	658163
	<b>TOTAL</b>	<b>5876450</b>	<b>705174</b>	<b>6581624</b>

**Note :**

1. GST and/or any other tax will be deemed to be charged as applicable from time to time.
2. Development Charge and any other deposits and charges are extra and/or to be paid before possession.



3. Promoter shall send out a demand letter for payment for each milestone and the Allottee shall make payment as per the terms of demand letter/notice.

4. This Payment Schedule is a part and parcel of the Agreement for Sale entered into this day between Promoter and the Allottee and shall supersede all payment plans and/or documents signed earlier.

## **SCHEDULE F**

### **SPECIFICATIONS**

<b>STRUCTURE</b>	:RCC flat slab structure.
<b>FLOORING</b>	: Vitrified tiles for living / bedrooms / dining / Kitchen / Internal Corridor / Utility.
<b>LIFT LOBBY</b>	: Tile Flooring and Skirting and Granite lift Jhamb. - Acrylic paint on walls and ceiling.
<b>ELEVATORS</b>	:High speed automatic elevators. Flush doors with high quality fittings.
<b>DOORS</b>	: - Main door with Veneer & Melamine polish. - Other doors with Enamel paint.
<b>WINDOWS</b>	:Aluminum sliding window with powder coating or anodizing.
<b>KITCHEN</b>	:Plumbing for Sink & Water purifier. Tiles for the flooring and dado.
<b>TOILETS</b>	: - Sanitary fittings with provision for hot/cold water. - Wall/floor mounted WC. - Provision for Heater and exhaust fan.
<b>WATER SUPPLY</b>	:Underground / Overhead storage tanks of suitable capacity with pumps.  Ample points with modular switches and concealed conduits for power, lighting and fans.
<b>ELECTRICAL</b>	: - Split A/C point in living lounge / dining lounge and bed rooms. - Copper wiring. - ECLB & circuit breakers of suitable capacity.

**GENERATOR** :Backup for common areas, lighting, lifts at cost.  
- Adequate power back up for lighting, at cost.

**FIRE FIGHTING** :U.G. and O.H. tanks for fire fighting with pumps and wet riser.  
Telephone points in living/dining and bedrooms.

**TELEPHONE** : - Intercom facility or DID facility from all apartments to security guards at the main entrance.

**WATER PROOFING** :Terrace and Toilet water proofing.

Note:

*\* The above list is a best estimate indicative list, and the Promoter shall be entitled to revise the same due to constraints such as unforeseen rise in price including due to GST, duties affecting the same, or due to non-availability of a particular brand, colour or finish of any item of the above specifications.*

*Without derogation from the provisions of the Act and the Rules, the Promoter shall be entitled to replace a particular item with the variant that is in the Promoter's opinion the nearest equivalent in terms of quality and/or finish.*

## **SCHEDULE G**

### **COMMON AREA AMENITIES**

Shall include the following within the Building known as QUEENSGATE:

- Four Lifts
- Two Staircases
- Lobbies
- Passages
- Access

## **SCHEDULE H**

### **SHARED FACILITIES GIVEN IN THE SAID COMPLEX**

#### **CLUB HOUSE:**

1. The Promoter shall provide a Club House having the following facilities for the shared usage of all the owners of apartments within the said Complex, to be constructed in phases;

- Children's play areas
- Swimming pools
- Fully equipped modern gymnasium
- Long Tennis, badminton, Table tennis & squash court
- Pool & billiards room
- Outdoor basketball court
- Yoga, meditation & aerobics Room
- Spa & salon
- Restaurant & Bar
- Retail Grocery Outlet.

2. The Allottee by virtue of his ownership of the said Apartment stands eligible for a membership into the club house subject to payment of the necessary one time membership payment, annual subscription charges and usage charges in respect of the availing of facilities, as may be provided by the Promoter.

3. The ownership of the club house facilities, amenities, equipment etc., shall always remain with the Promoter. The Allottee shall be responsible for the payment of maintenance of the club house and its facilities which shall be charged from the Allottee along with the other users of the said facility as determined by the Promoter.

4. The Promoter shall have the exclusive right of ownership of the club house, including the right of alienation, lease or mortgage of the Club House as well as assigning their right interest in all the Amenities and Facilities available in the said Club House to any of their nominee or third parties, who shall then step into their shoes of ownership and maintenance.

5. The Promoter shall be entitled to all the revenues arising from the usage of the above mentioned club house along with the amenities and facilities available therein and it shall be the sole discretion of the Promoter to use the club house in the manner they determine (including enrolling outsiders as members and beneficial user thereof) and the Allottee shall have no right to interfere in the said manner of usage or cause any form of objection, hindrance or nuisance."

6. The Allottee agrees that in the event of the property is purchased by a partnership firm then in that event any one partner or any one authorized representative of the said partnership firm occupying the Said Apartment would be entitled to use the Club House.

7. In the event of the apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the said company shall be entitled to the use of the Club House.

8. In case of inheritance of the Said Apartment, then in that event, the person inheriting and occupying the Said Apartment shall be entitled to membership of the Club House.

9. In the event of there being any co-owner of Said Apartment then in that event such co-owners occupying the Said Apartment will be entitled to the use of the Club House. In any other case like tenancy, lease, license etc, the occupier of the Said Apartment will be entitled to the use of the Club House.

10. The Promoter shall have a perpetual right of ingress and egress to the Club House by using the roads and other facilities in the Project by themselves and by their agents, servants, members, invitees, guests, visitors authorized/permitted by them etc.

11. It is clarified that non-completion or non-operation of Club House or any of the above facilities shall not be deemed as delay in handing over the possession of the Said Apartment. The Allottee shall take possession of the Said Apartment even if the Club House and above facilities are not complete or non-operational.

## ANNEXURE I

1. Sale Deed dated 13/11/2008 in favour of Suadela Constructions Pvt Ltd. registered as document no. 1972/2008-09, CD No.BGRD18 in the office of the Sub-Registrar Begur, Bangalore South Taluk.
2. Conversion Order dated 16/01/2008 in ALNDSR No.142,162/2006-07(48,51/2007-2008) with respect to 1 acre 19 guntas.
3. Conversion Order dated 22/12/2003 in ALNDSR No.370/2003-04 with respect to 3.03 guntas.
4. Conversion Order dated 29/09/1999 in ALNDSR No.52/1999-2000 with respect to 2.2 guntas.
5. Conversion Order dated 29/09/1999 in ALNDSR No.44/1999-2000 with respect to 4.4 guntas.
6. Conversion Order dated 29/09/1999 in ALNDSR No.49/1999-2000 with respect to 2.2 guntas.
7. Conversion Order dated 02/03/2000 in ALNDSR No.131/1999-2000 with respect to 4.5 guntas.
8. Conversion Order dated 31/05/1999 in ALNDSR No.247/1998-1999 with respect to 2.2 guntas.
9. Conversion Order dated 31/05/1999 in ALNDSR No.242/1998-1999 with respect to 2.2 guntas.
10. Conversion Order dated 31/05/1999 in ALNDSR No.245/1998-1999 with respect to 2.2 guntas.
11. Conversion Order dated 02/03/2000 in ALNDSR No.130/1999-2000 with respect to 9 guntas.
12. Conversion Order dated 29/09/1999 in ALNDSR No.45/1999-2000 with respect to 6.6 guntas.
13. Conversion Order dated 29/09/1999 in ALNDSR No.46/1999-2000 with respect to 4.4 guntas.
14. Conversion Order dated 29/09/1999 in ALNDSR No.47/1999-2000 with respect to 2.2 guntas.
15. Conversion Order dated 02.03.2000 in ALNDSR No.129/1999-2000 with respect to 09 guntas.
16. Conversion Order dated 02.03.2000 in ALNDSR No. 132/99-2000 with respect to 09 guntas.

17. Conversion Order dated 31.05.1999 in ALNDSR No. 238/98-99 with respect to 2.2 guntas.
18. Conversion Order dated 31.05.1999 in ALNDSR No. 241/98-99 with respect to 2.2 guntas.
19. Conversion Order dated 31.05.1999 in ALNDSR No. 244/98-99 with respect to 4.5 guntas.
20. Conversion Order dated 31.05.199 in ALNDSR No. 239/98-99 with respect to 2.2 guntas.

**Sy.No. 328/3:-**

1. Sale Deed dated 13/11/2008 in favour of Suadela Constructions Pvt Ltd. registered as document no. 1963/2008-09, CD No. BGRD18 in the office of the Sub Registrar Begur, Bangalore South Taluk.
2. Conversion Order dated 29/07/1999 in ALNDSR No.4/99-2000 with respect to 2.2 guntas.
3. Conversion Order dated 29/07/1999 in ALNDSR No.5/99-2000 with respect to 2.2 guntas.
4. Conversion Order dated 22/12/2003 in ALNDSR No.370/2003-04 with respect to 2.2 guntas.
5. Conversion Order dated 29/09/1999 in ALNDSR No.53/99-2000 with respect to 1.1 guntas.
6. Conversion Order dated 22/12/2003 in ALNDSR No.369/2003-04 with respect to 1 acre 33 guntas