

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ('Agreement') is executed on this [●] day of [●], Two Thousand and Twenty-Six [[●]. [●].2026], at Bengaluru:

BY AND AMONGST:

1. **Dr. VIVEK BHAKTARAM**, son of Late Dr. C. J. Bhaktaram, aged about 65 years, residing at 11641 Mill Hollow Court, Oklahoma City, OK 73131, The United States of America and also having his residence at Apartment No. 101, Vista Kewgarth, 4/1, Police Station Road, Basavanagudi, Bengaluru – 560 004 [holding US Passport No. A64023671 & PAN No. AQLPB3844N], and hereinafter referred to as '**Owner No. 1**';
2. **Ms. SHARMILA BHAKTARAM**, daughter of Late Dr. C. J. Bhaktaram & wife of Prof. M. V. Rajeev Gowda, aged about 60 years, presently residing at No. 2104, Svasa Homes, Off Bull Temple Road, Basavanagudi, Bengaluru – 560 004 [holding Aadhaar No. 9383 5367 7652 & PAN No. AONPS2969D] and hereinafter referred to as '**Owner No. 2**';

The above mentioned Owner No. 1 and Owner No. 2 are hereinafter collectively referred to as the '**Owners**' (which expression shall, wherever the context so requires or admits, mean and include their respective legal heirs, legal representatives, successors-in-interest, nominees, administrators, executors and permitted assigns), **OF THE FIRST PART** and are herein represented by their General Power of Attorney Holder viz, **Nestled Haven Realty Private Limited**, a private limited company within the meaning of the Companies Act, 2013, having its registered office at old No. 34 (New No. 84), Ulsoor Main Road, Sivan Chetty Gardens, Bangalore, Karnataka 560042, [having CIN No. U68100KA2023PTC177972 & PAN No. AAJCN0994L], represented by its Director, Mr. N. Aditya Chandra, authorized under a Board Resolution dated 21.01.2026.

AND

NESTLED HAVEN REALTY PRIVATE LIMITED, a private limited company within the meaning of the Companies Act, 2013, having its registered office at Old No. 34 (New No. 84), Sivan Chetty Gardens, Bengaluru, Karnataka, India, 560042 [having CIN No. U68100KA2023PTC177972 & PAN No. AAJCN0994L], represented by its [●], authorized under a Board Resolution dated [●], hereinafter referred to as the '**DEVELOPER**' (which term shall wherever the context permits, mean and include all its successors and permitted assigns), **OF THE SECOND PART**;

(The Owners and the Developer are hereinafter collectively referred to as the '**VENDORS**').

IN FAVOUR OF:

1. [●], son/daughter of Mr. [●], aged about [●] years, presently residing at [●] [PAN [●]] and hereinafter referred to as '**Purchaser No. 1**'; and
2. [●], son/daughter of Mr. [●], aged about [●] years, presently residing at [●] [PAN [●]] and hereinafter referred to as '**Purchaser No. 2**'.

The Purchaser No. 1 and Purchaser No. 2 are hereinafter collectively referred to as the '**PURCHASERS**' (which term shall wherever the context permits, mean and include their respective legal heirs, legal representatives, successors-in-interest, nominees, administrators, executors and assigns) **OF THE THIRD PART**.

The Vendors and the Purchasers shall hereinafter, wherever the context may so require, be referred to individually as '**Party**' or collectively as '**Parties**', as the case may be.

WHEREAS:

- A. The Owners represent that they are the joint and absolute owners of all that piece and parcel of immovable property bearing BBMP Municipal No. 51-39-60/1 (Old PID No. 3496456985), admeasuring 1,60,083 (One Lakh Sixty Thousand and Eighty Three) Square Feet, situated at 1st Cross, Ward No. 154 (Basavanagudi), Thyagarajanagar, Bengaluru (more fully described in the '**Schedule A**' hereunder and hereinafter referred to as '**Schedule A Property**').
- B. The Owners represent that they acquired the absolute right, title and interest in the Schedule A Property in the following manner:
- (i) The Schedule A Property was initially part of Survey No. 36/2 (Old Survey No. 36/1), measuring 08 Acres 16 Guntas, situated at Yediyur-Nagasandra Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore Urban District ('**Larger Property**') which was owned by Mr. D. M. Ramaiah, son of Mr. Muniswamappa, having acquired the same under the Sale Deed dated 20.01.1936 (Registered as Document No. 2265, Book-I, Volume No. 346, at Pages 28 to 31, at the office of the Sub-Registrar, Bangalore);
 - (ii) Mr. D. M. Ramaiah, son of Mr. Muniswamappa executed the Sale Deed dated 27.01.1942 (Registered as Document No. 2445, Book-I, Volume No. 575, at Pages 35 to 37, at the office of the Sub-Registrar, Bangalore) conveying the Larger Property in favour of Mrs. Nagamma Javaraya, wife of Rao Bahadur H. C. Javaraya;
 - (iii) Mrs. Nagamma Javaraya, wife of Rao Bahadur H. C. Javaraya conveyed the land measuring 02 Acres 05 Guntas in the Larger Property in favour of Mr. Govinda Reddy, son of Mr. Venkatareddy under the Sale Deed dated 10.12.1962 (Registered as Document No. 5492, Book-I, Volume No. 367, at Pages Nos. 20 to 24, at the office of the Sub-Registrar, Bangalore South Taluk);
 - (iv) Under an Official Memorandum dated 10.04.1964, bearing No. B. Dis. ALN. SR. 358, issued by the Deputy Commissioner, Bangalore Urban District an extent of land measuring 06 Acres 11 Guntas in the Larger Property, was converted from agricultural to non-agricultural purposes (for running a dairy farm);
 - (v) Thereafter, under Last Will and Testament dated 24.11.1977, Mrs. Nagamma Javaraya, wife of Rao Bahadur H. C. Javaraya bequeathed *inter alia* a portion of Larger Property measuring 05 Acres in favour of her son, Dr. C. J. Bhaktaram. The aforementioned property was assigned new BBMP Municipal No. 60/1, situated at 2nd Cross, Thyagarajanagar, Bengaluru ('**Municipal No. 60/1**');
 - (vi) Under the Will dated 03.10.2003, Dr. C. J. Bhaktaram, son of Rao Bahadur H. C. Javaraya bequeathed: **(a)** land measuring 83,450 square feet in Municipal No. 60/1 (old Survey No. 36/2) to Dr. Vivek Bhaktaram (Owner No. 1 herein); and **(b)** land measuring 85,233 square feet in Municipal No. 60/1 (old Survey No. 36/2) to Ms. Sharmila Bhaktaram (Owner No. 2 herein);
 - (vii) Thereafter, in terms of the Gift Deed dated 14.06.2007 (Registered as Document No. 1169/2007-08, Book-I, stored in C.D. No. BSGD96, at the office of the Sub-Registrar, Basavanagudi, Bengaluru), Dr. C. J. Bhaktaram, son of Rao Bahadur H. C. Javaraya, gifted a portion of Municipal No. 60/1 whereby: (i) land measuring 73,400 square feet was gifted in favour of his son, Dr. Vivek Bhaktaram viz., the Owner No. 1; (ii) land measuring 77,283 square feet was gifted in favour of his daughter, Ms. Sharmila

Bhaktaram viz., the Owner No. 2; and (iii) 18,000 square feet (comprising of internal roads) jointly in favour of Dr. Vivek Bhaktaram and Ms. Sharmila Bhaktaram viz., Owner Nos. 1 & 2 herein;

- (viii) Upon demise of Dr. C. J. Bhaktaram on 26.03.2012, his wife Mrs. Leela Bhaktaram, executed a Release Deed dated 11.06.2012 (Registered as Document No. 01290/2012-13, Book-I, stored in C.D. No. BSGD169, at the office of the Sub-Registrar, Basavanagudi, Bengaluru) in favour of her children Dr. Vivek Bhaktaram and Ms. Sharmila Bhaktaram (Owners herein), whereby she released all her rights, title and interest in the lands referred to under Recital B (vii) hereinabove in favour of the Owners herein;
- (ix) In terms of the Compromise Petition and the subsequent Order dated 02.11.2012, passed by the Hon'ble High Court of Karnataka in RFA No. 827/2007 filed by Owners herein and the Respondents (Mr. B. Gurappa Naidu, Mr. Harish J. Padmanabha & others), Owner No. 1 and Owner No. 2 came to be the absolute owners of portion of Municipal No. 60/1, admeasuring 04 Acres 6.43 Guntas or 1,81,242.75 Square Feet;
- (x) Subsequently, Dr. Vivek Bhaktaram (Owner No. 1 herein) (*represented by his sister and Power of Attorney holder, Ms. Sharmila Bhaktaram*) and Ms. Sharmila Bhaktaram (Owner No. 2) executed a Sale Deed dated 22.03.2019 (Registered as Document No. 9129/2018-19, Book-I, stored in C.D. No. CMPD263, at the office of the Senior Sub-Registrar, Basavanagudi (Chamarajpet), Bengaluru) in favour of Samaja Seva Mandali conveying land measuring 7,500 square feet (out of 1,81,242.75 Square Feet) in Municipal No. 60/1;
- (xi) In terms of Official Memorandum dated 22.05.2025, bearing No. ALN(SUH-2) SR:46/22-23 c/w B.Dis.ALN/SR/358/64-65 passed by the Deputy Commissioner, Bangalore Urban District, the kharab land measuring 01 Acre 13 Guntas in the Larger Property was converted for 'dairy farm use';
- (xii) Thereafter, Change of Land Use Order (Commencement Certificate) dated 06.09.2025 bearing No. BDA/TPM/CLU-256/2022-23/2176/2025-26 was obtained from by the Bangalore Development Authority whereby the zoning of the land measuring 03 Acres 18 Guntas (out of 03 Acres 27 Guntas i.e., the Schedule A Property herein) has been changed to residential purpose from industrial purpose; and
- (xiii) Subsequently, the Deputy Commissioner, Bangalore Urban District has issued Revised Official Memorandum dated 08.09.2025, bearing No. ALN(SUH-2)SR:46/22-23 c/w B.Dis.ALN/SR/358/64-65 whereby the Schedule A Property has been converted from 'dairy farm use' to 'residential purpose';
- (xiv) The Bangalore West City Corporation issued E-Khata in Form A reflecting the Owners as the joint and absolute owners of the Schedule A Property;

C. The Owners have entered into a Joint Development Agreement dated 21.01.2026, (Registered on 22.01.2026, as Document No. BSG-1-06981-2025-26, Book-I, and stored in Centralized Data Cell in Electronic Form, in the office of the Sub-Registrar, Basavanagudi), hereinafter collectively referred to as '**Development Agreement**' with the Developer, in connection development of the Schedule A Property into a luxurious/Class A residential apartment complex, comprising of multiple residential apartment units, together with common amenities and facilities;

- D. In furtherance of the Joint Development Agreement, the Owners have executed an Irrevocable General Power of Attorney dated 21.01.2026, (Registered on 22.01.2026, as Document No. BSG-4-00424-2025-26 , Book-IV, and stored in Centralized Data Cell in Electronic Form, in the office of the Sub-Registrar, Basavanagudi), (hereinafter collectively referred to as the '**General Power of Attorney**');
- E. Under the Relinquishment Deed dated _____, (Registered as Document No. _____, Book-I, in the office of the Sub-Registrar, Gandhinagar (Ganganagar), Bengaluru ('**Relinquishment Deed**'), a portion measuring _____ from and out of the Schedule A Property (more fully described in 'Schedule A' hereunder) was relinquished to the _____ for formation of public road and another portion measuring _____ from and out of the Schedule A Property (more fully described in 'Schedule A' hereunder) was relinquished to the _____ for formation of parks and open spaces. The remaining extent of land measuring [●] square feet, after excluding the area relinquished under the Relinquishment Deed, shall hereinafter be collectively referred to as the '**Project Land**' (more fully described in 'Schedule B' hereunder and hereinafter referred to as '**Schedule B Property**');
- F. Pursuant to the execution of the Joint Development Agreement and the General Power of Attorney, the Developer, at its cost, has obtained all the requisite approvals including: (i) The Residential Development Plan from the Bangalore Development Authority *vide* Order dated 23.10.2025, bearing No. BDA/NYS/DLP-70/2790/2025-26, (ii) Sanctioned Plan from the Joint Director Town Planning, Bengaluru West City Corporation, bearing plan sanction License Sl. No. BBMP/CC/19952/2025-26 and L. P. No: GBA/BWCC/Addl.CTP/0007/2025-26 issued by the 20.02.2026, for the development of the Project Land into a luxurious/Class A residential apartment complex in two towers i.e, tower A comprising of one basement, ground, twenty-three upper floors and a terrace floor and tower B comprising of twenty upper floors and a terrace floor (hereinafter collectively referred to as the '**Residential Building**'). The Owners and the Developer have named the Residential Building in the Project Land as '**The Seven**'; The Term 'Residential Building' shall mean and include any additional construction undertaken by the Developer pursuant to the modification of the Sanctioned Plan;
- G. The Owners and the Developer have pursuant to the Development Agreement, agreed to share the Residential Building and the undivided interest in the land comprised in the Project land, upon completion of the Project. In this regard, the Owners have entered into their respective allocation agreements ('**Allocation Agreements**') with the Developer in terms of which the Parties have identified the built-up area of the Owners in the Residential Building being constructed upon the Project Land falling to their respective shares;
- H. In terms of the Development Agreement, General Power of Attorney and the Allocation Agreements referred above, the Owners and the Developer are entitled to dispose-off their respective shares of built-up areas, car parking areas and other benefits together with corresponding undivided interest in the land comprised in the Project Land;
- I. The Developer has been developing the Residential Building along with the Common Areas and the Common Amenities and Facilities in the Project Land ('**Project**'). The said Project has been registered under the provisions of 'The Real Estate (Regulation and Development) Act, 2016' ('**Act**') with the Real Estate Regulatory Authority of Karnataka ('**Regulatory Authority**'). The Regulatory Authority has registered and granted Registration No. [●] to the said Project;
- J. The Developer has formulated a scheme of ownership with respect to the sale of the units allocated to the share of the Developer. In terms of the Scheme: (i) any person interested in acquiring a residential unit from the Developer is required to purchase the undivided interest in the land comprised in the Project Land corresponding to the Super Built Up Area (defined

herein below) of the apartment agreed to be constructed for the purchaser/s in the Project (which is corresponding to the Super Built Up Area of such apartment taking into consideration the total Super Built Up Area achieved on the land extent comprised in the Project Land including utilisation of transferable development rights) and engage the Developer to construct the residential unit on behalf of such person; and (ii) upon completion of construction of the residential unit in terms of this Agreement, the Vendors will convey to such purchaser/s the aforesaid residential unit together with the Proportionate undivided interest in the land comprised in the Project Land ('**Scheme**');

- K. The Purchasers are desirous of acquiring **Apartment No. [●]** on the **[●] Floor** having a Carpet Area of **[●] Square Feet** and Super Built-Up Area of **[●] Square Feet** in the Project **The Seven** (*identified to the share of the Developer*). The Purchasers have agreed to have constructed by the Developer, the Apartment No. **[●]** along with **[●]** standard car parking in the basement and the proportionate share in the Common Areas of the Project (more fully described in '**Item No. I of Schedule C Property**' hereunder and hereinafter referred to as the '**Schedule C Apartment Unit**'), and purchase a proportionate undivided interest in the Project Land being **[●] Square Feet** (more fully described in '**Item No. II of Schedule C Property**' and hereinafter referred to as the '**Undivided Interest**'). The Schedule C Apartment Unit and the Undivided Interest shall hereinafter be commonly and collectively referred to as '**Schedule C Property**';
- L. The Purchasers after duly carrying out an inspection and verification of the documents of title of the Owners in respect of the Schedule A Property and fully satisfying themselves about the clear and marketable title of the Owners and the satisfactory verification of development rights of the Developer and all the sanctions and permissions for the development of the Project by the Developer, have agreed to acquire the Schedule C Property in the manner aforesaid;
- M. The Developer and the Purchasers have agreed that the Schedule C Property shall be constructed in accordance with the apartment specifications set out in '**Annexure-II**' of this Agreement or any equivalent thereto in terms of the quality (hereinafter referred to as '**Apartment Specifications**'); and
- N. The Parties intend to reduce into writing their aforesaid mutual agreement, and accordingly, the Parties are entering into this Agreement, to record the terms and conditions, subject to and upon which, the Developer has agreed to sell, and the Purchasers have agreed to acquire the Schedule C Property, upon completion of construction of Schedule C Property.

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

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires, apart from the terms/ expressions defined elsewhere in this Agreement, the following terms/ expressions shall have the meanings assigned to them hereunder:

- (a) '**Act**' shall mean the Real Estate (Regulation and Development) Act, 2016;
- (b) '**Advance Consideration**' shall have the meaning ascribed to it under Clause 4.2 hereunder;
- (c) '**Allocation Agreements**' shall have the meaning ascribed to it in Recital G herein;
- (d) '**Apartment Unit/s**' shall mean the residential apartment units in the Project including the Apartment;

- (e) **'Apartment Unit Owner/s'** shall mean any owner or owners of the Apartment Units in the Project;
- (f) **'Apartment Specifications'** shall have the meaning ascribed to it under Recital M herein;
- (g) **'Applicable Law'** shall mean all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any governmental authority having jurisdiction over the 'Schedule A Property' which are in effect or as may be amended, modified, enacted or revoked from time-to-time hereafter;
- (h) **'Appropriate Government'** shall mean the Government of India, Government of Karnataka, as the case may be including all Government bodies, departments and boards;
- (i) **'Assignment Fee'** shall have the meaning ascribed to it under Clause 23.2 hereunder;
- (j) **'Association Agreement'** shall mean the maintenance agreement between the Owners' Association and the service provider for maintenance of the Common Areas of the Project and the Common Amenities and Facilities in the Project;
- (k) **'Balance Consideration'** shall have the meaning ascribed to it under Clause 4.2 hereunder;
- (l) **'BESCOM'** shall have the meaning ascribed to it under Clause 5.1(a) hereunder;
- (m) **'Booking Amount'** shall mean [●] % ([●] percent) of the Total Sale Consideration;
- (n) **'Business Day'** shall mean the days on which scheduled banks in Bengaluru, Karnataka, India are open for business;
- (o) **'BWSSB'** shall have the meaning ascribed to it under Clause 5.1(b) hereunder;
- (p) **'Carpet Area'** shall mean the net useable floor area of the Schedule C Apartment Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or veranda and exclusive of open terrace area, but inclusive of internal partition walls of the Schedule C Apartment Unit;
- (q) **'Club House'** shall have the meaning ascribed to it under Clause 18.1 hereunder;
- (r) **'Common Amenities and Facilities'** shall mean and include those amenities and facilities in the Project as detailed in Annexure-III hereto. The Common Amenities and Facilities in the Project are subject to such rules and regulations as are prescribed by the Developer or agency/entity appointed by the Developer or the Owners' Association (*as the case may be*) to be followed by all the Apartment Unit Owners;
- (s) **'Common Areas of the Project'** shall mean and include the areas demarcated and declared as the common areas of the Project and as detailed in Annexure-III of this Agreement.
- (t) **'Competent Authority'** shall mean the local authority, or any authority created or established under any law for the time being in force by the Appropriate Government which exercises authority over the land under its jurisdiction, and has powers to give permission for development of such immovable property;

- (u) '**Construction Milestones**' shall mean the phase of construction completed by the Developer in terms of Annexure-I;
- (v) '**Corpus Fund**' shall have the meaning ascribed to it under Clause 5.1(c) hereunder;
- (w) '**Deed of Declaration**' shall mean the deed of declaration to be executed by the Vendors to submit the Project, the Common Areas of the Project and the Common Amenities and Facilities in the Project under the provisions of the Karnataka Apartment Ownership Act, 1972;
- (x) '**Defect Claim**' shall have the meaning ascribed to it under Clause 26.3 hereunder;
- (y) '**Defect Liability Period**' shall have the meaning ascribed to it under Clause 26.1 hereunder;
- (z) '**Development Agreement**' shall have the meaning ascribed to it under Recital C herein;
- (aa) '**Force Majeure**' shall mean the occurrence of one or more of the events such as war, flood, drought, fire, cyclone, earthquake, pandemic (*including lockdowns imposed by the Appropriate Government for the reasons of pandemic*), epidemic or any other calamity caused by nature affecting the regular development of the Project and/ or any order/ notification/ rule/ regulation passed by the Appropriate Government and/ or the Competent Authority or any other authority which affects the regular development of the Project;
- (bb) '**General Power of Attorney**' shall have the meaning ascribed to it under Recital D;
- (cc) '**GST**' shall mean Goods and Services Tax;
- (dd) '**Interest**' shall mean the rate of interest payable by the Developer or the Purchasers, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% (two percent) over and above the highest State Bank of India marginal cost lending rate;
- (ee) '**Intimation of Completion**' shall have the meaning ascribed to it under Clause 8.5 hereunder;
- (ff) '**Loan**' shall have the meaning ascribed to it under Clause 12.6 hereunder;
- (gg) '**Maintenance Deposit**' shall have the meaning ascribed to it under Clause 5.1(c) hereunder;
- (hh) '**Occupancy Certificate**' shall mean the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Competent Authority confirming completion of the Project or any portion therein and pursuant thereto permitting occupation of the building for which the occupancy certificate is issued;
- (ii) '**Other Charges**' shall mean all the amounts set out in Annexure-I hereto, for which the Purchasers are required to pay in addition to the Sale Consideration and Statutory Payments;
- (jj) '**Other Conditions**' shall mean: (i) non availability of critical construction materials; (ii) labour strikes which adversely affect the real estate industry; (iii) any specific law/ legislation/ order/ rule/ regulation made or issued by the Appropriate Government or by any other authority (*having prospective and retrospective applicability*) which may

hinder the progress in development of the Project (*for reasons not attributable to the Developer*); (iv) any matters, issues relating to approvals, permissions, notices, notifications by the Competent Authority(ies) becoming subject of any suit/ writ before a competent court (*for reasons not attributable to the Developer*); and (v) delay in issue of the relevant approvals by the concerned authorities (*for reasons not attributable to the Developer*), the occurrence of which is acknowledged by the Regulatory Authority and extension of time for completion of the Project is granted to the Developer and/ or extension of time for completion of construction is granted to the real-estate/ construction industry by the Regulatory Authority owing to such circumstances;

- (kk) **'Owners' Association'** shall have the meaning ascribed to it under Clause 25 hereunder;
- (ll) **'Payment Plan'** shall mean the payments of instalments payable by Purchasers as set out under Annexure-I hereto;
- (mm) **'Project'** shall have the meaning ascribed to it under Recital I;
- (nn) **'Project Account'** shall mean the Account No. 9849884482 opened in Kotak Mahindra Bank, standing in the name Nestled Haven Realty Private Limited The Seven – Collection Account;
- (oo) **'Project Completion Date'** shall mean March 31, 2031 or such extended time as provided in ____ below, before which the Vendors would have applied for and secured the Occupancy Certificate for the Project;
- (pp) **'Project Land'** shall have the meaning ascribed to it in Recital E;
- (qq) **'Purchaser Car Park/s'** shall mean the car parking space/s allotted to the Purchasers and as set out under the Schedule C hereunder for their exclusive use so long as the Purchasers own and occupy the Schedule C Apartment Unit and includes the occupier of the Schedule C Apartment Unit and subsequent assignee;
- (rr) **'Purchasers' Covenants'** shall mean covenants given by the Purchasers in terms of Clause 21 hereunder;
- (ss) **'Purchasers' Warranties'** shall mean the warranties, assurances and representations given by the Purchasers in terms of Clause 20.2 hereunder;
- (tt) **'Regulatory Authority'** shall mean the Karnataka Real Estate Regulatory Authority formed under the Act;
- (uu) **'Residential Building'** shall have the meaning ascribed to it under Recital F;
- (vv) **'Rules'** shall mean and collectively refer to the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016 and the Karnataka Real Estate (Regulation and Development) (First Amendment) Rules, 2020 and any other such rules made under the Act as may be applicable to this Agreement;
- (ww) **'Rights and Obligations'** shall mean that the Purchasers shall be bound by the rights & obligations set out in Schedule E hereto in the use and enjoyment of the Schedule C Property;
- (xx) **'Sale Consideration'** shall have the meaning ascribed to the term in Clause 4.1 hereunder;

- (yy) **'Sale Deed'** shall mean the deed of sale to be executed by the Vendors, for legally conveying the absolute right, title and interest in the Schedule C Property, in favour of the Purchasers on the terms and conditions contained herein;
- (zz) **'Sanctioned Plan'** shall mean the building plan sanction bearing LP No. GBA/BWCC/Addl.CTP/0007/2025-26 issued by the 20.02.2026 and/ or the modified/ revised building plan sanction that may be obtained by the Developer from time to time (*including by loading of development rights*), from the jurisdictional municipal authority for the development of the Residential Building at the Project Land;
- (aaa) **'Schedule A Property'** shall have the meaning ascribed to it in Recital A;
- (bbb) **'Schedule B Property'** shall have the meaning ascribed to it in Recital B;
- (ccc) **'Schedule C Apartment Unit'** shall mean the residential unit which is being constructed (by the Developer for sale to the Purchasers) and the Purchaser Car Park/s and more fully described under Schedule C hereto;
- (ddd) **'Scheme'** shall have the meaning ascribed to it under Recital J herein;
- (eee) **'Specifications of the Common Amenities and Facilities in the Project'** shall mean the specifications of the Common Amenities and Facilities in the Project as set out in Annexure-III hereto;
- (fff) **'Statutory Payments'** shall mean the statutory charges including Goods and Services Tax as applicable from time to time as per the Applicable Law, which will be payable by the Purchasers in addition to the Sale Consideration and Other Charges, under this Agreement;
- (ggg) **'Structural Defects'** shall mean any structural defect relating to the Residential Building as provided under the Act (*subject to use of the Schedule C Apartment Unit by the Purchasers in terms of Schedule E hereunder*);
- (hhh) **'Super Built-Up Area'** shall mean the total saleable area of the Project including but not limited to balconies, proportionate share in the Common Amenities and Facilities in the Project like the area covered by other structures such as staircases, arcades, electric room, lift room, refuge area, common area, circulation area, common constructed area and car parking spaces (excluding guest car parking spaces in open area);
- (iii) **'TDS'** shall have the meaning ascribed to it under Clause 6.7 hereunder;
- (jjj) **'Total Sale Consideration'** shall have the meaning ascribed to it under Clause 4.2 hereunder;
- (kkk) **'Undivided Interest'** shall have the meaning ascribed to it under Clause 15.1 hereunder; and
- (III) **'Vendors' Warranties'** shall mean the representations, assurances and warranties given to the Purchasers in terms of Clause 20.1 hereunder.

2. INTERPRETATION:

Unless the context otherwise requires in this Agreement:

- (a) words importing persons or parties shall include firms and corporations and any

organization having legal capacity;

- (b) words importing the singular include the plural and vice versa where the context so requires;
- (c) reference to any Applicable Law shall include such Applicable Law as from time to time enacted, amended, supplemented or re-enacted;
- (d) reference to the words 'include' or 'including' shall be construed without limitation;
- (e) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be validly amended, varied, supplemented or novated;
- (f) the provisions of this Agreement shall be read and interpreted in conjunction with the schedules hereto and the annexures and schedules hereto shall be a part and parcel of this Agreement;
- (g) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof; and
- (h) all capitalized terms not defined herein will have the meaning as set out in the Act and the Rules made thereunder.

3. AGREEMENT TO SELL AND CONSTRUCT:

In pursuance of the foregoing and in consideration of the Purchasers making payment of the: (i) Total Sale Consideration; (ii) Other Charges; and (iii) Statutory Payments (*more fully set out in the 'Payment Plan' stated under Annexure-I to this Agreement*), and complying with the Purchasers' Covenants and the obligations herein, the Vendors agree to convey by way of absolute sale the Schedule C Property to the Purchasers and the Purchasers agree to purchase the Schedule C Property.

4. PAYMENT TERMS TOWARDS SALE OF SCHEDULE C PROPERTY:

- 4.1 The Sale Consideration to be paid by the Purchasers to the Developer, shall be **Rs. [●]/- (Rupees [●] Only)** ('Sale Consideration') plus the applicable taxes towards the sale of the Schedule C Property.
- 4.2 Out of the Sale Consideration amounting to **Rs. [●]/- (Rupees [●] Only)** inclusive of taxes (hereinafter referred to as the '**Total Sale Consideration**') the Purchasers have on the day of execution of this Agreement, paid to the Developer a total sum of **Rs. [●]/- (Rupees [●] Only)** ('**Advance Consideration**') vide [●] dated [●].[●].[●]20[●] bearing No. [●], drawn on [●] Bank, [●] Branch and the Developer hereby accepts and acknowledges the receipt of the Advance Consideration and discharges the Purchasers from the liability to pay the same. The balance consideration of **Rs. [●]/- (Rupees [●] Only)** ('**Balance Consideration**') along with the Other Charges and the Statutory Payments shall be paid by the Purchasers directly to the Developer (*in terms of the Payment Plan as per Construction Milestones as set out under Annexure-I to this Agreement*). It is specifically agreed that the prompt payments by the Purchasers would be the essence of this Agreement. Further, the Developer shall have a first charge and lien over the Schedule C Property with respect to any unpaid dues of the Purchasers in terms of this Agreement.
- 4.3 The Developer shall periodically intimate in writing to the Purchasers, the amount payable as

stated in Annexure-I, and the Purchasers shall make the payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchasers the details of any additional applicable taxes, charges and cesses which have been imposed or become effective.

4.4 The Sale Consideration is escalation-free, save and except increases which the Purchasers hereby agree to pay due to the following reasons:

- (i) Any increase in cost/ charges payable to the Appropriate Government/ Competent Authority and/ or Statutory Payments which may be levied or imposed by the Appropriate Government/ Competent Authority from time to time. In this regard, the Developer agrees to enclose such notification/ order/ rule/ regulation for effecting the increase in cost/ charges imposed by the Appropriate Government/ Competent Authority along with the demand letter being issued to the Purchasers;
- (ii) In the event the Purchasers seek modification to the Apartment Specifications and the Developer agrees to the same, the additional cost shall be borne by the Purchasers;

Provided, if there is any new imposition or increase of any cost/ charges after the expiry of the scheduled date for completion of the Project as per registration with the Regulatory Authority, which shall include the extension of the registration, if any, granted to the said Project by the Regulatory Authority, as per the Act, the same shall not be charged from the Purchasers.

4.5 The Purchasers have assured the Developer that the Purchasers shall make payments towards the Total Sale Consideration, Statutory Payments and Other Charges without any delay or default in terms of the Payment Plan upon completion of the Construction Milestones set out under Annexure-I to this Agreement. The payment as per the Payment Plan is essence of this contract and has direct impact on the progress of construction of Schedule C Property. The Purchasers have assured the Developer that the Total Sale Consideration, Other Charges & Statutory Payments shall be paid in the manner as agreed by the Parties and as specified therein in Annexure-I.

4.6 The Purchasers shall not be entitled to ascertain or impugn the cost at which the Developer has agreed to sell the remaining undivided interest of other Apartment Units in the Project and the quantum of deposits and other sums referred to in this Agreement. The Developer shall at its discretion be free to determine and agree upon the sale consideration other payments for sale of other Apartment Units in the Project.

4.7 Subject to the above, the Developer shall confirm the final Carpet Area of the Schedule C Apartment Unit that has been allotted to the Purchasers after the completion of construction of the Project and obtaining of the Occupancy Certificate, by furnishing the details of such changes, if any, in the Carpet Area to the Purchasers. In the event of any alteration in the Carpet Area agreed to be conveyed, the Total Sale Consideration shall be recalculated upon confirmation by the Developer. In the event of increase in the Carpet Area being more than 3% (three percent) of the Carpet Area allotted to the Purchasers, the Purchasers shall pay to the Developer, the consideration calculated for such additional extent within 45 (forty-five) days from the date of receipt seeking payment for such additional extent by the Developer. In the event of reduction in the Carpet Area allotted to the Purchasers, the Developer shall refund to the Purchasers, the consideration calculated for such reduced extent, within 45 (forty-five) days from the date of intimation by the Developer of such reduction in Carpet Area. The Parties agree that no such variation, which is greater than five 5% (five percent) of the final Carpet Area shall be implemented without the prior written consent of the Purchasers.

5. OTHER PAYMENTS IN ADDITION TO THE TOTAL SALE CONSIDERATION:

5.1 The Purchasers shall, in addition to the Total Sale Consideration, make payment of the following costs, charges and expenses ('**Other Charges**') and the statutory payments made to the authorities ('**Statutory Payments**') to the Developer, more fully set out in Annexure-I within 7 (seven) days from the date of receipt of notice in that regard from the Developer:

- (a) Bengaluru Electricity Supply Company ('**BESCOM**') deposit including taxes, levies, etc., towards procuring power connection and installation of back-up power supply for the Schedule C Apartment Unit as well as for the Common Areas in the Project including other charges towards installation of electricity meter;
- (b) Bengaluru Water Supply and Sewerage Board ('**BWSSB**') charges, including taxes, levies, etc., towards water and sewage connection for the Schedule C Apartment Unit as well as for the Common Areas in the Project including other charges towards installation of water meter;
- (c) Corpus fund ('**Corpus Fund**') for any future capital expenditure that the Project may require shall be collected from the Purchasers and the Purchasers shall also additionally pay in advance the maintenance charges for the initial period of 1 (One) year (*at the rate stipulated by the Developer*) commencing from the date of such intimation by the Developer to the Purchasers ('**Maintenance Deposit**'). The Purchasers shall make the payment towards the Corpus Fund and the Maintenance Deposit to the Developer or its affiliates. In the event of the Maintenance Deposit being adjusted/ utilised by the Developer towards the maintenance charges (*payable by the Purchasers*) before the expiry of the said 1 (One) year, the Purchasers shall continue to make payment of the applicable maintenance charges to the Developer. Subject to deduction of capital expenditure, if any and monthly maintenance charges, the surplus/ balance amount from the Corpus Fund and the balance if any, from the Maintenance Deposit shall be transferred by the Developer to the Owners' Association at the time of handing over the responsibility of maintenance of the Common Areas of the Project and the Common Amenities and Facilities in the Project to the Owners' Association;
- (d) Legal charges incurred in relation to the conveyance of the Schedule C Apartment Unit, Khata bifurcation charges, betterment charges, property tax assessment charges, property tax in respect of the Schedule C Property;
- (e) Stamp duty and registration charges, expenses and incidentals for this Agreement and Sale Deed conveying the Schedule C Property to Purchasers;
- (f) The cost of work executed by the Developer either in addition or in modification of what is specified in Annexure-II to this Agreement and the cost of optional upgrades provided by the Developer at the request of the Purchasers ('**Customisation Cost/s**'); and
- (g) All applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Appropriate Government (prorated based on the measurement of the Schedule C Property with the total footprint of the Project in the Project Land).

6. MODE OF PAYMENT AND COMPLIANCE OF LAWS RELATING TO REMITTANCE:

6.1 Subject to the terms of this Agreement and the Developer abiding by the Construction Milestones, the Purchasers shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan (Annexure-I) through A/c Payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of the Project Account.

- 6.2 In case the Purchasers are residents outside India, the Purchasers shall comply with the necessary formalities as laid down under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s)/ modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission and approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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 Purchasers understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developer accepts no responsibility, and the Purchasers shall keep the Developer fully indemnified and harmless in this regard.
- 6.3 In case of any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the Applicable Laws.
- 6.4 The Developer shall not be responsible towards any third-party making payment/ remittances on behalf of the Purchasers and such third party shall not have any right in the application/ allotment/ conveyance of the Schedule C Apartment Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchasers only.
- 6.5 The Purchasers are fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchasers herein for the payment of the instalments set out under the Payment Plan within time and without any delay or default.
- 6.6 The Purchasers understand that the amounts deposited in the Project Account shall be withdrawn in the manner as permitted under the Act, by the Developer from time to time.
- 6.7 Tax Deduction at Source ('TDS') on the Total Sale Consideration at the prevailing rate shall be paid by the Purchasers as per the provision of Section 194 of the Income Tax Act, 1961. The Purchasers shall issue a certificate of deduction of tax in Form 16B to the Developer on or before 10th of the subsequent month of deduction.

7. ADJUSTMENTS/ APPROPRIATION OF PAYMENTS:

The Purchasers hereby authorize the Developer to adjust/ appropriate all the payments made to the Developer, under any head(s) of dues in their name, as the Developer may, in its sole discretion, deem fit including the expenses/ costs incurred for Customization Costs (*if applicable*). The Purchasers undertake not to object/ demand/ direct the Developer to adjust their payments in any manner.

8. CONSTRUCTION OF THE SCHEDULE C APARTMENT UNIT:

- 8.1 The Developer has agreed and undertaken to construct the Schedule C Apartment Unit in accordance with the Apartment Specifications as set out under Annexure-II to this Agreement. The Apartment Specifications may vary due to any change in the Sanctioned Plan necessitated by the Competent Authority or such other reasons not attributable to the Developer.
- 8.2 The Purchasers shall not seek any modifications to the Apartment Specifications. The Developer, at the request of the Purchasers, may, at its discretion, agree to modify the

Apartment Specifications. In such an event, the said modifications shall be carried out at a mutually agreed Customisation Cost and timelines.

- 8.3 The Developer shall have full discretion in appointment of contractors, sub-contractors, technicians, professionals and in procurement and quality of building materials, required for the completion of construction of the Project.
- 8.4 The Developer has not handed over the possession of the Schedule C Apartment Unit to the Purchasers under this Agreement. The Developer has agreed to hand over the possession of the Schedule C Apartment Unit as per the Apartment Specifications to the Purchasers with the payment of the entire amount due under this Agreement and execution of the Sale Deed in terms of this Agreement.
- 8.5 Upon completion of construction of the Schedule C Apartment Unit as per the Apartment Specifications and subsequent to obtaining the Occupancy Certificate, the Developer shall inform the Purchasers by a written notice regarding completion of the Schedule C Apartment Unit (**'Intimation of Completion'**).
- 8.6 The Developer may, at its discretion, permit the Purchasers to carry out interior works at the Schedule C Apartment Unit prior to the execution of the Sale Deed. The Developer shall not be responsible for any rectification and/ or damages that may be caused by the Purchasers while carrying out any interior works and/ or such related works at the Schedule C Apartment Unit. The Purchasers in turn hereby indemnify the Developer for any damage that may be caused to the Residential Building due to such activities.

9. RIGHT OF THE DEVELOPER TO DEVELOP THE PROJECT:

The Purchasers agree that the Developer shall have an unobstructed right without hindrance, to progress the construction of the Project including all the Common Areas of the Project and the Common Amenities and Facilities in the Project.

10. COMPLETION OF THE SCHEDULE C APARTMENT UNIT AND DELIVERY OF POSSESSION OF THE SCHEDULE C PROPERTY:

- 10.1 The Purchasers have viewed and agreed to the Sanctioned Plan, Apartment Specifications (as set out under Annexure-II), the specifications of the Common Areas of the Project, the Common Amenities and Facilities in the Project (as set out in Annexure-III) and accepted the Floor Plan (Annexure-IV) and Payment Plan (Annexure-I). Subject to the terms of this Agreement, the Developer undertakes to strictly abide by the Sanctioned Plan (*including any modifications thereto*) and shall also strictly abide by the applicable bye-laws, floor area ratio and density norms and provisions prescribed under the Applicable Laws.
- 10.2 The Developer is entitled to obtain any modifications/ revisions (in compliance with the Applicable Law) to the Sanctioned Plan, from time to time, whereby the total built up area of the Residential Building can be increased/ decreased, provided however that such modifications/ revisions shall require the prior written consent of at least two-thirds (2/3rd) of the allottees of the Residential Building. Notwithstanding the foregoing, Schedule C Property shall remain unaltered. Accordingly, apart from the requirement of 2/3rd allottee consent as stipulated herein, no further consent of the Purchasers would be necessary to give effect to any variation/ alteration/ modification to the Sanctioned Plan and related Approvals. The Purchasers shall be deemed to have consented to the aforementioned changes or alterations as permitted under the provisions of the Act or as may be directed by any Appropriate Government/ Competent Authority.
- 10.3 The Developer shall endeavour to complete the construction of the Schedule C Property on or before March 31, 2031, however the completion of and transfer of the property title is subject to clearance from the Competent Authority which shall not exceed the **'Project Completion**

Date’. The Schedule C Apartment Unit shall be handed over as per the Apartment Specifications, subject to the Purchaser having complied with all the obligations under this Agreement, including timely payment of the Total Sale Consideration, Other Charges and Statutory Payments as per the agreed Payment Plan and there being no events of Force Majeure and delay caused due to Other Conditions. For the purpose of this clause, completion of construction of the Schedule C Apartment Unit shall be satisfied on achieving the last Construction Milestone as defined in Annexure II. The parties hereby agree that the Developer shall not have any liabilities whatsoever and the Purchaser shall not have any claims on the Developer whatsoever until the Project Completion Date.

- 10.4 The Parties agree that the completion of the Project may get delayed for reasons beyond the control of the Developer. In this regard, the Purchasers agree and acknowledge that the Developer is entitled to approach the Regulatory Authority for proportionate extension of time for completion of the Project in the event of delay caused due to Force Majeure and Other Conditions. The Purchasers further agree that, subject to such approvals for extension of time being obtained, the Purchasers shall not claim compensation for the delay caused under the Force Majeure and Other Conditions.
- 10.5 The Developer agrees and understands that timely delivery of possession of the Schedule C Property to the Purchasers and the Common Areas of the Project and Common Amenities and Facilities in the Project to the Owners’ Association or the Competent Authority, as the case may be, subject to the Purchasers complying with their obligations under this Agreement, is the essence of this Agreement.
- 10.6 The Purchasers understand that the Project Completion Date shall be extended by such time as the Developer may specify in writing and permitted under the Act and for reason of any event of Force Majeure or Other Conditions mentioned in Clauses 10.3 & 10.4 above.
- 10.7 The Purchasers shall have a right to visit the Schedule A Property to assess the extent of development of the Project and the Schedule C Apartment Unit *(except when the Schedule A Property may be periodically closed for external visits due to safety reasons during the execution of certain activities)*. Such visit shall be with a prior appointment with the Developer and the Purchasers shall adhere to the safety protocols/ restrictions/ guidelines provided by the Developer. However, the Developer shall not be responsible or liable to pay compensation for any accidents/ injury etc. that may be caused to the Purchasers during the course of such visit to the Schedule A Property.

11. APARTMENT SPECIFICATIONS:

The specifications of construction of the Schedule C Apartment Unit agreed to between the Parties are detailed in Annexure-II to this Agreement and the Developer agrees to construct the Schedule C Apartment Unit in accordance with the said Apartment Specifications or equivalent thereto. In the event of the Developer agreeing to modify the Apartment Specifications, the same will be at mutually agreed cost and timelines.

12. DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASERS:

- 12.1 In the event of there being any delay by the Purchasers in payment of any sum under the Payment Plan, on the due dates, for whatsoever reasons, the Purchasers shall be liable to pay Interest to the Developer on such delayed payments, from the due date till payment of such amount.
- 12.2 Notwithstanding anything stated in Clause 12.1 above, if the Purchasers fail to make payment

of any instalment/s due within 02 (Two) months of becoming due along with Interest for delayed period, after having received notice from the Developer, the Developer will be entitled to terminate this Agreement.

- 12.3 In the event of breach by the Purchasers of any of the terms of this Agreement (*including non-payment of the amounts due under this Agreement as set out under Clause 12.2 above*), and such breach not being cured, within a period of 30 (thirty) days of being notified of such breach, the Developer shall be entitled to terminate this Agreement at any time by issuance of a notice of termination to the Purchasers and on such termination the Developer shall be entitled to the rights as provided in Clause 12.4 below.
- 12.4 In case of termination of this Agreement in terms of Clauses 12.2 or 12.3 above, the Developer shall refund the amounts paid towards the Sale Consideration to the Purchasers, after appropriating the Booking Amount, Customisation Costs (*if applicable*) to the extent incurred and the Interest amount (*if any*) payable by the Purchasers simultaneous with the Purchasers handing over the original of this Agreement. The balance amount to be paid to the Purchasers as aforesaid, shall be paid (free of Interest) within 60 (sixty) days from the date of termination. On such termination, the Developer shall be entitled to deal with the Schedule C Property without any let, claim or hindrance by the Purchasers. It is clarified that amounts paid by the Purchasers towards Statutory Payments and Other Charges to the Developer will not be liable to be refunded.
- 12.5 In the event of termination of this Agreement as aforementioned and simultaneous with the refund of the amounts by the Developer which are paid by the Purchasers [*after appropriating the Booking Amount, Customisation Costs (if applicable) to the extent incurred and the Interest amount (if any) as set under clause 12.4 above*] and, the Purchasers undertake to execute such document as required by the Developer in order to give effect to the termination of this Agreement .
- 12.6 In case the Purchasers have availed loan from any financial institution or a bank ('Loan'), all amounts to be refunded to the Purchasers in terms of Clause 12.4 above shall be paid over to the financial institution or the bank to the extent of payments received from the bank against issuance of 'no claim certificate' in favour of the Developer and the Developer shall also be entitled to seek return of the original of this Agreement that may have been deposited by the Purchasers with the bank or any financial institution.

13. LOAN:

- 13.1 Notwithstanding whether Loan is obtained or not, the Purchasers shall still be primarily liable to pay to the Developer, on the due dates for the relevant instalments, all sums due under this Agreement. In the event of any delay and/ or default in making payment of such amount/s, the Purchasers shall be liable to the consequences including payment of Interest on the outstanding payments as provided in this Agreement.
- 13.2 If the Purchasers fail to obtain the Loan for any reasons whatsoever, the Developer shall not in any way be liable to the Purchasers or their lender for any loss damage, cost or expense howsoever arising or incurred and such failure to obtain the Loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts as set out in this Agreement.

14. POSSESSION OF THE SCHEDULE C PROPERTY & DELAY IN TAKING POSSESSION:

- 14.1 On payment of the Total Sale Consideration, Statutory Charges and Other Charges by the Purchasers to the Developer, the Developer assures to hand over possession of the Schedule C Property as per the Apartment Specifications to the Purchasers on or before the Project Completion Date, along with execution of the Sale Deed, unless there is delay on the grounds set out in Clauses 10.3 & 10.4 of this Agreement. If the completion of the Project is delayed

due to any event of Force Majeure or Other Conditions, the Purchasers agree that the Developer shall be entitled to extension of time for delivery of the possession of the Schedule C Property as set out herein.

- 14.2 The Purchasers agree and confirm that, in the event the Developer concludes that it has become impossible for the Developer to implement the Project due to any event of Force Majeure or Other Conditions, the Developer may terminate this Agreement and refund to the Purchasers the entire amount (without any Interest) received by the Developer from the allotment within 60 (sixty) days from date of termination. The Developer shall intimate the Purchasers about such termination at least 30 (thirty) days prior to such termination. After refund to the Purchasers of the entire amount received by the Developer from the Purchasers as aforesaid, the Purchasers agree that they shall not have any rights, claims, charges etc. against the Schedule C Property and/ or the Developer and that the Developer shall be discharged from all its obligations and liabilities under this Agreement.
- 14.3 The Purchasers shall make payment of the Statutory Payments to the Developer as and when the Developer makes the demand for payment of the same. The Developer shall issue an Intimation of Completion to the Purchasers after completion of construction of the Schedule C Apartment Unit in terms of the Apartment Specifications and subsequent to obtaining the Occupancy Certificate. The Purchasers shall, within a period of 15 (Fifteen) days from the receipt of the Intimation of Completion, pay all the amounts due and payable under the Payment Plan and take possession of the Schedule C Property after executing the necessary documents in terms of this Agreement.
- 14.4 The Purchasers shall, upon expiry of 15 (Fifteen) days from the receipt of the Intimation of Completion or after taking possession, whichever is earlier agree to pay the maintenance charges as determined by the Developer or agency/entity appointed by the Developer/ Owners' Association, electricity charges, water charges, municipal property taxes, levies, and any other amounts which the Purchasers are required to pay under this Agreement. It is hereby clarified that the Purchasers shall be liable to make payment of the said electricity charges, municipal property taxes, levies, maintenance charges and such other amounts payable under this Agreement, even if the possession and conveyance of Schedule C Property has not been taken by the Purchasers.
- 14.5 The Purchasers shall within a period of 60 (sixty) days from the receipt of the Intimation of Completion or such other extended time period as mutually agreed between the Parties, take conveyance of the Schedule C Property and the Vendors shall execute Sale Deed and/or such conveyance deed in favour of the Purchasers, subject to the Purchasers making payments of all the amounts due and payable under this Agreement, in terms of the Payment Plan. Further, the Purchasers shall be liable to pay the stamp duty and registration fees.
- 14.6 In the event the Purchasers default in making all payments under this Agreement as set out in the Payment Plan and/or getting the Sale Deed executed within a period of 60 (sixty) days from the receipt of the Intimation of Completion or such other extended time period as mutually agreed between the Parties, the Developer at its discretion shall be entitled to terminate this Agreement at any time after issuing 30 (thirty) days' notice for termination and refund the balance amount, if any, after appropriation of Booking Amount, Customisation Costs (*if applicable*) to the extent incurred and Interest on all outstanding amounts and deal with the Schedule C Property with third parties. The balance amount to be paid to the Purchasers as aforesaid, shall be paid (free of Interest) within 60 (sixty) days from such termination. It is clarified that amounts paid by the Purchasers towards Statutory Payments and Other Charges to the Developer will not be liable to be refunded.
- 14.7 The Purchasers shall be liable to pay the applicable stamp duty, registration fees and bear the legal charges, costs and expenses associated with the execution and registration of the documents, including this Agreement and the Sale Deed to be executed (*as set out under Other Charges*) with respect to the Schedule C Property.

15. OWNERSHIP OF UNDIVIDED INTEREST IN PROJECT LAND:

- 15.1 The Purchasers acknowledge that they shall be entitled to own the undivided interest in the Project Land together with proportionate share in the Common Areas i.e., [●] Square Feet ('Undivided Interest') being the Item No. 2 of Schedule C Property, as a co-owner along with other purchasers of the Apartment Units in the Project. Hence, the Purchasers shall not be entitled to seek partition or division or separate possession of the Undivided Interest for any reason whatsoever.
- 15.2 The Purchasers agree to own and enjoy the Undivided Interest in common with the other owners or purchasers of the Undivided Interest in Project Land and shall be entitled to all such rights stated in Schedule E to this Agreement; and the Purchasers shall be liable to comply with and adhere to the restrictions and obligations imposed on the Purchasers as detailed in Schedule E to this Agreement. The rights and obligations so detailed in Schedule E hereunder are common to all the Apartment Unit Owners. The Developer however shall be entitled to confer additional benefits and rights (including related obligations) to specific purchaser of the Apartment Units in the Residential Building, at its discretion, in respect of which the Purchasers have no objection.

16. FIRST CHARGE:

Subject to the charge in favour of Axis Trustee Services Limited under the Deed of Simple Mortgage dated 30.01.2026, (Registered as Document No. BSG-1-07219-2025-26, in Book-I, at the Office of Sub-Registrar, Basavanagudi), the Developer shall have the first lien and charge on the Schedule C Property and its possession shall lie with the Developer until all the payments are made to the Developer by the Purchasers under this Agreement.

17. ADDITIONAL CONSTRUCTIONS OR MODIFICATIONS:

- 17.1 It is agreed that the Developer shall not make any additions and/ or alterations to the Apartment Specifications and the Common Areas of the Project & the Common Amenities and Facilities in the Project, described herein at Annexure-III in respect of the Schedule C Property, without written consent of the Purchasers, as per the provisions of the Act. Provided that the Developer may make such minor additions and/ or alterations as may be required by the Purchasers, or such minor changes or alterations as are deemed necessary by the Developer to effectively develop the Project/ Schedule C Apartment Unit. The Purchasers hereby consent, approve and authorize the Developer to make such additions and/ or alterations as contemplated herein, including consequent changes in the Sanctioned Plan/ Apartment Specifications and Common Areas of the Project, which do not reduce the standards of the Apartment Specifications or area specified in Schedule C Property set out hereunder.
- 17.2 It is agreed and confirmed by the Purchasers that the Vendors shall be free to amalgamate the Schedule A Property with the neighbouring and nearby properties and integrate the development with Schedule A Property and modify the Project provided, such modifications/ alterations do not reduce the Purchasers' entitlement in the Project or the Schedule C Apartment Unit.
- 17.3 It is further agreed and confirmed by the Purchasers that in case of modifications as aforesaid, the owners/ occupants of such development can use and enjoy all or any of Common Areas of the Project and Common Amenities and Facilities in the Project.
- 17.4 The Purchasers shall not require or undertake before/ after delivery of possession of the Schedule C Apartment Unit any additions/ deletions/ modifications/ changes in position etc., of

the windows, doors, overall footprints of the Schedule C Apartment Unit, internal layout of the Schedule C Apartment Unit, toilets and kitchen, sit-outs/ balconies/ decks (covered or uncovered), architectural features (external/ internal), fabrication works (grills, balcony railings, staircase railings etc.) and external painting, other than what is provided for in the design by the architects and the Developer.

- 17.5 Upon handing over the Schedule C Apartment Unit, the Purchasers shall not make any structural alterations to the Schedule C Apartment Unit and/ or effect any change to the plan or elevation and shall not enclose the balconies attached to the Schedule C Apartment Unit. The Purchasers while carrying on the interior decoration work within the Schedule C Apartment Unit shall not cause any nuisance/ annoyance to the occupants of the other Apartment Units in the Project and shall not use the Common Areas of the Project, roads, open spaces in the Schedule A Property for dumping materials/ debris etc. The Purchasers shall strictly observe the rules, regulations, restrictions that may be generally/ specifically imposed/ prescribed by the Developer or the agency/entity appointed by the Developer for the maintenance of all Common Areas of the Project and Common Amenities and Facilities in the Project.
- 17.6 The Purchasers may take up all interior related works only after the Intimation of Completion and payment of all amounts due under this Agreement to the Developer. The Purchasers shall carry out interior works in compliance with the terms set out under Schedule D hereunder.
- 17.7 The Purchasers shall not, without the prior written consent of the Developer, make any alterations or additions to the Schedule C Apartment Unit or permanently remove therefrom any fixtures or fittings, if any. However, the Purchasers may undertake temporary partitions, or install any electrical equipment required for Purchasers' operations, including but not limited to computer systems, electronic devices, CCTV, telephones, etc. The Purchasers shall carryout, at their own cost and expenses and without claiming any reimbursement from the Developer, minor non-structural additions or improvements to the Schedule C Apartment Unit. The Purchasers shall not do any act, which will cause or tend to cause any damage to the structure and facade of the building/s in the Project.

18. CLUB HOUSE:

- 18.1 The Developer shall provide various amenities at different locations in the Project Land (collectively referred to as '**Club House**' and more fully set out under Annexure-III hereunder) for the use and enjoyment of all Apartment Owners/ occupants of the Apartment Units in the Project. The Club House shall form part of the Project, and all the Purchasers shall utilize the Club House on such terms and conditions as prescribed by the Developer or by the agency/entity appointed by the Developer to run and manage the Club House or by the Owners' Association. Any tax liability arising out of this, shall be borne by the all the Purchasers.
- 18.2 The Purchasers, as long as they remain occupants of the Schedule C Apartment Unit in the Project, shall be entitled to use the Club House, subject to: (i) strict observance of the rules of the Club House, framed by the Developer, its agents/ assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Developer/or its agents/ assigns; and/ or (iii) the payment of charges for usage as may be fixed from time to time by the Developer and its agents/ assigns.
- 18.3 The facilities of the Club House shall be available for the benefit of the occupants of the Apartment Units in the Project and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club House, and the transferor shall cease to be the member of the Club House.
- 18.4 The Developer shall handover the Club House to the Owners' Association upon its formation. The rules and regulations prescribed by the Owners' Association shall be applicable to the Apartment Unit Owners/ occupants/ tenants etc. of the Apartment Units in the Project

(including their respective family members, guests, visitors etc.).

19. COMMON MAINTENANCE AND MAINTENANCE DEPOSIT:

- 19.1 The Purchasers shall, whether possession of the same is taken or not, pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/ expenses, cesses, electrical and water charges and all other maintenance charges of the Common Areas of the Project and Common Amenities and Facilities in the Project as determined by the Developer and/or Owners' Association.
- 19.2 The Developer shall by itself or through an agency/entity appointed by the Developer undertake maintenance and upkeep of the Common Areas of the Project & the Common Amenities and Facilities in the Project developed in the Project Land. The Developer at its sole discretion shall be entitled to undertake maintenance of the Project until the formation of the Owners' Association and thereafter the Developer shall entrust the same to the Owners' Association. In this regard, the Purchasers have granted specific consent and undertake not to raise any objection.
- 19.3 The Purchasers shall also, within the timeline set out in Clause 5.1, make payment of Corpus Fund along with GST as set out under the Payment Plan. The contribution towards Corpus Fund is collected to ensure availability of funds for any major repairs or maintenance works in Project. The Developer shall retain the Corpus Fund till such time the Developer undertakes maintenance of the Project and thereafter transfer the same to the Owners' Association.
- 19.4 The Purchasers shall also observe and abide by all the Byelaws, Rules and Regulations prescribed by the Competent Authority, in regard to ownership or enjoyment of the Schedule C Property, apart from the rules and regulations of the Owners' Association.
- 19.5 The Purchasers shall permit the Developer and/or the Owners' Association and/or the maintenance agency/entity to enter into the Schedule C Apartment Unit 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 in the Schedule C Apartment Unit.
- 19.6 The Developer or the agency/entity appointed by the Developer will be the exclusive maintenance service provider for the maintenance of the Common Areas of the Project, the Common Amenities and Facilities in the Project until the maintenance of the Project is handed over to the Owners' Association. The charges for such services and maintenance shall be paid by the Purchasers and other owners of the apartments in the Project, without any protest or demur. The Purchasers and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the '**Association Agreement**'.

20. REPRESENTATIONS & WARRANTIES OF THE VENDORS AND PURCHASERS:

- 20.1 The Owners and the Developer acknowledge that the Purchasers have entered into this Agreement and have agreed to purchase the Schedule C Property, taking into consideration the representations made by the Vendors as set out below (the '**Vendors' Warranties**');
- (a) The Owners are the absolute owners of the Schedule A Property, in exclusive possession of the Schedule A Property and no person other than the Owners have any right (legal or beneficial), claim or interest in any manner whatsoever in respect of the Schedule A Property and that the Owners have the absolute and unconditional right to sell, transfer or otherwise alienate the 'Schedule C Property';
- (b) The Developer has obtained all the requisite approvals, licenses and permits from the Competent Authority by following due process of law for carrying out development of the Project and the said approvals, licenses and permits are subsisting and valid;

- (c) The Developer shall be in compliance with Applicable Laws in relation to the Project and the Schedule A Property including the Common Areas of the Project and the Developer 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 Purchasers created herein, may prejudicially be affected;
- (d) The Vendors have not entered and will not enter into any arrangement or agreement with any third party/ies with respect to the Schedule C Apartment Unit which in any manner would affect the rights of the Purchasers under this Agreement, during the term of this Agreement;
- (e) The Vendors have not been restrained in any manner whatsoever from selling the Schedule C Property and/or constructing the Project including the construction of the Schedule C Apartment Unit in the manner contemplated under this Agreement;
- (f) The Developer shall handover lawful, vacant, peaceful, physical possession of the Schedule C Property in terms of this Agreement upon receiving all payments due under this Agreement from the Purchasers and execution of the Sale Deed in their favour;
- (g) The Vendors have duly paid and will continue to pay 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 Authority till the completion of the Project;
- (h) No notice from the Appropriate 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 Project Land) has been received by or served upon the Vendors which may adversely affect the marketability of title of the Schedule C Property;
- (i) The Schedule A Property is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule A Property; and
- (j) The Schedule A Property is not the subject matter of any legal proceedings in any Court of law or before any other government, statutory, local and/or other authority.

20.2 The Purchasers acknowledge that the Vendors have entered into this Agreement and have agreed to sell the Schedule C Property, based on the representations and warranties set out below (**'Purchasers' Warranties'**):

- (a) The Purchasers are competent to enter into and is/ are able to perform their obligations under this Agreement;
- (b) The Purchasers have been furnished with copies of all the title deeds relating to Project Land and copies of all approvals secured by the Developer including the Sanctioned Plan and the Purchasers have entered into this Agreement after verification of title of the Owners to the Schedule A Property and the Developer's right to develop the Schedule A Property; and
- (c) The Purchasers have been furnished with all the details pertaining to the Project and the Schedule C Property and the Purchasers have entered into this Agreement after understanding and accepting the same.

21. THE PURCHASERS ASSURE, UNDERTAKE AND COVENANT WITH THE DEVELOPER AS FOLLOWS (PURCHASERS' COVENANTS):

- 21.1 The Purchasers shall not be entitled to claim conveyance of the Schedule C Property until the Purchasers fulfil and perform all the obligations and complete all payments under this Agreement and until Project Completion Date.
- 21.2 The Purchasers shall not seek partition or division of the Project Land or separate possession of the Schedule C Property and shall not object to the construction of buildings/ structures on the Schedule A Property by the Developer.
- 21.3 The Purchasers have independently verified the title of the Owners to the Project Land and all the sanctions/ approvals obtained by the Developer for construction of the Project before entering into this Agreement. The Purchasers are satisfied with all representations and disclosures made by the Developer concerning the Project and this Agreement constitutes complete understanding arrived at between the Vendors and the Purchasers and there are no other representations whether oral or otherwise.
- 21.4 The Total Sale Consideration fixed and agreed herein is based on mutual negotiations between the Purchasers and the Developer and the Purchasers shall have no right to renegotiate the same under any circumstances (subject to Clause 4.7). The Developer is completely free to agree to fix any other sale consideration with other Apartment Units Owners of Apartment Units in the Project.
- 21.5 The Purchasers, along with other Apartment Unit Owners of the Apartment Units in the Project, undertake to join the Owners' Association to be formed by the Developer. The Purchasers, along with the Sale Deed, will also execute Form B as provided in the Karnataka Apartment Ownership Rules, 1975.
- 21.6 After the Project is handed over to the Owners' Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities in the Project as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchasers with the other Apartment Unit Owners shall ensure that periodical inspections of all such Common Amenities and Facilities in the Project are done so as to ensure proper functioning thereof.
- 21.7 After the maintenance of the building is handed over to the Owners' Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities in the Project.
- 21.8 All Statutory Payments, after handing over of the Schedule C Property, in respect of the Schedule C Property, shall be borne and paid by the Purchasers. All Statutory Payments levied by the Competent Authority under the law, in respect of any services which the Developer would be rendering to the Purchasers pursuant to this Agreement, shall also be borne by the Purchasers and the Purchasers will indemnify the Developer of any instances of additional taxes on this Agreement, accruing in future.
- 21.9 The Purchasers covenant that they shall be bound by and be liable to comply with the obligations set out in Schedule E and will have the rights set out in Schedule E for the enjoyment of the Schedule C Property, Common Areas of the Project and the Common Amenities and Facilities in the Project, upon the Schedule C Property being complete and handed over.
- 21.10 The Purchasers understand that it is an essential term of the sale under this Agreement that

the Purchasers shall not be entitled to change/ alter the name of the Project, 'The Seven' to any other name. However, the Developer shall be entitled to make the change in the name of the Project at any time before completion of the Project.

- 21.11 The Purchasers shall not at any time obstruct or hinder the progress of the construction of the Project on the Project Land.
- 21.12 The Purchasers may, with the prior approval of the Developer, take possession of the Schedule C Property for undertaking interior related works thereat prior to the execution of the Sale Deed. The Developer may grant such approval to the Purchasers upon the fulfilment of certain conditions which may be determined by the Developer (at its sole discretion). The Developer has no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchasers. The Developer is not responsible for any thefts during the course of the interior works.
- 21.13 The Parties agree that any default by the Purchasers in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/ cause for the Developer to terminate this Agreement, and in which case the consequences of termination under Clause 12 would follow immediately.
- 21.14 The Purchasers covenant to comply with and adhere to all the rules and regulations pertaining to Common Areas of the Project and Common Amenities and Facilities in the Project and shall not obstruct the usage of the Common Areas of the Project and Common Amenities and Facilities in the Project by placing any objects, vehicles and other articles
- 21.15 The Purchasers, upon handover, shall be solely responsible to maintain and upkeep the Schedule C Apartment Unit at their own cost including all the walls, drains, pipes and other fittings and in particular which supports the other parts of the building and to carry out any internal works or repairs as may be required by the Owners' Association.
- 21.16 The Purchasers shall bear their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Appropriate Government, which costs may be incurred by the Developer for the Project and shall be prorated based on the measurement of the Schedule C Apartment Unit with the other Apartment Units in the Project, and shall be payable by the Purchasers within a period of 15 (fifteen) days of a demand being made by the Developer in this behalf.

22. NATURE OF RIGHT OF USAGE:

- 22.1 It is agreed that the Schedule C Property shall be used only for residential purposes.
- 22.2 It is agreed that the Purchaser Car Park/s shall be used only for parking cars and the Purchaser Car Park/s shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 22.3 All the Common Areas of the Project and the Common Amenities and Facilities in the Project shall be for non-exclusive use and will be based on the rules and regulations by the Developer/ agency or entity appointed by the Developer/ Owners' Association and as provided herein.
- 22.4 The Purchasers shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners' Association for rendering maintenance services.

23. ASSIGNMENT OF RIGHTS AND OBLIGATIONS TO THIRD PARTY:

- 23.1 The Purchasers hereby agree and confirm that this Agreement is not transferable/ assignable to any other third party or entity except as provided in Clauses 23.2 and 23.3 below.
- 23.2 The Purchasers shall not be entitled to transfer or assign their rights under this Agreement to any third party till the execution of the sale deed in favour of the Purchasers. However, the Developer may, at its sole discretion, permit assignment, subject to the payment of assignment fee of 4% (Four Percent) of the Total Sale Consideration (**'Assignment Fee'**), along with applicable GST.
- 23.3 Any assignment, subject to Clause 24.2 above, shall be permitted only by way of a written memorandum executed among the Developer, the Purchasers and the transferee/ assignee, on payment of the Assignment Fee. The transferee/ assignee shall undertake to be bound by the terms and conditions of this Agreement including payment of the Assignment Fee. However, the Assignment Fee shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband, wife, son-in-law and daughter-in-law.

24. COMMON AMENITIES AND FACILITIES IN THE PROJECT:

- 24.1 The Developer shall provide the Common Amenities and Facilities in the Project as listed under Annexure-III to this Agreement. The Common Amenities and Facilities in the Project shall be provided within 03 (Three) months from the date of Intimation of Completion, by the Developer. All the Apartment Unit Owners / occupants of Apartment Units in the Project shall be entitled to make use of these Common Amenities and Facilities in the Project on availability basis and by paying user/ subscription charges as may be prescribed by the Developer or the agency/entity appointed for the maintenance of the Common Areas of the Project and Common Amenities and Facilities in the Project or the Owners' Association, from time to time.
- 24.2 The Apartment Unit Owners / occupants of the Apartment Units in the Project shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running these Common Amenities and Facilities in the Project by the Developer/ agency/entity appointed, from time to time including the Owners' Association when formed.

25. OWNERS' ASSOCIATION:

The association of Apartment Unit Owners in the Project (**'Owners' Association'**) shall be formed by the Developer within 03 (Three) months from the date on which majority of the Apartment Unit Owners in the Project have taken possession of their respective Apartment Units by executing the sale deeds. The occupation and use by the Purchasers of the Schedule C Property, Common Areas of the Project and the Common Amenities and Facilities in the Project shall be governed *inter alia* by the rules and regulations contained in the Deed of Declaration and Bye laws of the Owners' Association from time to time. All the present or future owners, tenants, guests and licensees or their employees, or any other person who is lawfully entitled to occupy and use the Schedule C Property, in any manner whatsoever, shall be subject to such rules and regulations.

26. DEFECT LIABILITY PERIOD:

- 26.1 The Developer undertakes to rectify any structural defect or defect in the material used for the construction of the Schedule C Apartment Unit and/or Residential Building, arising during the period of 5 (Five) years commencing from the date of Intimation of Completion (**'Defect Liability Period'**) subject to the conditions set out in Schedule E and other provisions of this Agreement. During the Defect Liability Period, the Developer shall take effective steps to rectify such defects, at its cost, within 30 (Thirty) days of such notice from the Purchasers, provided

that such defects are not caused by the acts/ omissions of the Purchasers.

- 26.2 The Developer shall not be responsible for any damage caused by the Purchasers carrying out the interior work or caused due to the negligence on the part of the Purchasers or their tenants, lessees, servants, agents, contractors, workmen, employees, visitors or guests. The Developer shall not be responsible for any defect in the Schedule C Apartment Unit and/or Residential Building after the period of said 5 (Five) years. Further, the Developer shall not be responsible for any minor repairs, minor cracks on walls, paint peelings etc.
- 26.3 In the event the Purchasers propose to make a claim with respect to any structural defect or defect in the material used for the construction of the Schedule C Apartment Unit and/or Residential Building ('**Defect Claim**') during the aforesaid Defect Liability Period, the Purchasers must issue a written notice in that regard to the Developer, within 15 (Fifteen) days of noticing such defect/ damage, providing details of the defect and also clarify as to how the said defect is attributable to the Developer. Upon receipt of the said claim, the Developer shall assess the Defect Claim and if the Developer disagrees with the Purchasers with respect to the Defect Claim, the Developer is entitled to appoint a third-party independent architect/ engineer (as may be relevant) to review the claim, including by visit to the premises (i.e., Schedule C Apartment Unit). The said third party independent architect/ engineer shall provide its opinion as to whether the said defect/ damage is attributable to the Developer, as a structural defect taking into account the terms of this Agreement. If, in the opinion of the said third party independent architect/ engineer, the defect/ damage is attributable to the Developer, the Developer shall do the needful to rectify the defect/ damage, at its own cost. The opinion/ decision of the said third party independent architect/ engineer shall be binding upon the Developer and the Purchasers.

27. RIGHT OF THE DEVELOPER TO AVAIL PROJECT LOAN:

The Developer has availed project loan/ finance from Arnya Real Estate Fund - Debt ('**Lender**') and may avail additional project loan/ finance for completion of the Project by creating mortgage on the Developer's entitlement in the Project. The Developer has obtained No Objection Certificate dated [●] from the Lender, for the purposes of this Agreement. It is clarified that the said mortgage shall not affect the rights and interest of the Purchasers to the Schedule C Property, in terms of this Agreement. However, in the event of the project loan/ finance still subsisting at the time of execution of the Sale Deed, the Developer shall obtain a No Objection Certificate from the Lender for sale of the Schedule C Property in favor of the Purchasers, prior to execution of the Sale Deed.

28. DEFAULT BY PARTIES AND CONSEQUENCE THEREOF:

- 28.1 Subject to Force Majeure and Other Conditions, the Developer shall be considered to be in default, in the following events:
- (a) Developer fails to provide ready to move in possession of the Schedule C Property to the Purchasers within the Project Completion Date, unless such time has been extended due to any event of Force Majeure or due to Other Conditions. For the purpose of this Clause, 'ready to move in possession' shall mean that the Schedule C Property shall be in a habitable condition which is complete in all respects including the provision of all Apartment Specifications, as agreed to between the Parties, and for which Occupancy Certificate and completion certificate, as the case may be, has been issued by the Competent Authority; and
 - (b) Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

28.2 In case of default by the Developer under the conditions listed above, Purchasers are entitled to the following:

- (a) The Purchasers can terminate this Agreement and seek refund of all the payments made towards the Sale Consideration along with Interest, against the Purchasers handing over the original of this Agreement duly cancelled within 60 (sixty) days from the date of termination.

OR

- (b) In case the Purchasers intend not to terminate this Agreement, the Purchasers may seek payment of Interest for every month till handing over possession of the Schedule C Apartment Unit, which shall be paid by the Developer to the Purchasers within 60 (sixty) days of it becoming due. However, the Purchasers shall not be entitled to seek payment of Interest in the event the Purchasers have taken possession of the Schedule C Apartment Unit (including for the purpose of carrying out interiors).

28.3 Upon termination as aforesaid, the Developer will be entitled to deal with the Schedule C Property without claim from the Purchasers.

28.4 If the Purchasers desire to terminate/ cancel this Agreement for whatsoever reasons, the Purchasers shall notify the Developer of their intent to terminate in writing, by submitting the original of this Agreement back to the Developer and by executing such document as required by the Developer in order to give effect to the termination of this Agreement in terms of Clause 12.5. On termination by the Purchasers, the Developer shall be entitled to appropriate the Booking Amount, Customisation Costs (if applicable) to the extent incurred and the Interest amount payable by the Purchasers under this Agreement and refund the balance amount paid by the Purchasers (free of Interest) only after a new buyer for the Schedule C Property has entered into a definitive 'Agreement For Sale' with the Developer and paid the sale consideration therein, proportionate to the extent of completion of development in the Project or within 60 (sixty) days from the date of such termination, whichever is later. On such termination, the Developer shall be entitled to deal with the Schedule C Property without any let, claim or hindrance by the Purchasers. It is clarified that amounts paid by the Purchasers towards Statutory Payments and Other Charges to the Developer will not be liable to be refunded.

29. GENERAL COMPLIANCE:

29.1 The Purchasers shall, after taking possession, be solely responsible to maintain the Schedule C Apartment Unit at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Residential Building, or the Schedule C Apartment Unit, or the Common Areas in the Project, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule C Apartment Unit and keep the Schedule C Apartment Unit, 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.

29.2 The Purchasers further undertake, assure and guarantee that they would not put any sign-board / name-plate, neon light, publicity material, advertisement material, etc. on the face/ facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas of the Project. The Purchasers 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.

- 29.3 Further, the Purchasers shall not store any hazardous or combustible goods in the Schedule C Apartment Unit or place any heavy material in the Common Areas of the Project. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Schedule C Apartment Unit. The Purchasers shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and thereafter the Owners' Association and/ or the maintenance agency appointed by Owners' Association shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 29.4 The Purchasers undertake that they shall do the needful to form the Owners' Association, as per the requirements of law, as and when called upon by the Developer. The cost in this regard must be proportionately borne by all the Apartment Unit Owners in the Project.

30. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PARTIES:

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

31. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972 & THE KARNATAKA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF THE CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1972:

The Developer has assured the Purchasers that the Project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 and the Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1972. The Developer has complied with/ shall comply with the Applicable Laws/ regulations as applicable in the State of Karnataka.

32. NOTICES:

The written notices/ communication to either Party in terms of this Agreement shall be issued at the address specified herein above. All notices shall be issued by Registered Post Acknowledgement Due, e-mail, by courier duly acknowledged or by hand delivery. The Party to whom the notice is issued shall be deemed to have received the same, after expiry of 03 (three) Business Days from the date of issue, if such notice is duly issued in terms hereof. The Parties shall inform the other Party of the change in address or e-mail address, if any, in which event notices/ written communication shall be issued to such changed address.

33. AMENDMENTS:

No amendment to this Agreement shall be effective, unless such amendment is in writing and signed and confirmed by both Parties.

34. SEVERABILITY:

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

35. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the Schedule C Property which is the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Schedule C Property.

36. WAIVER NOT A LIMITATION TO ENFORCE:

- 36.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan (Annexure-I) including waiving the payment of Interest for delayed payments. It is made clear and so agreed by the Purchasers that exercise of discretion by the Developer in the case of a purchaser of an Apartment Unit in the Project shall not be construed to be a precedent and/ or binding on the Developer to exercise such discretion in the case of other purchasers of Apartment Units in the Project.
- 36.2 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.

37. FURTHER ASSURANCES:

Each of the Parties agree that they shall execute, acknowledge and deliver to 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.

38. STAMP DUTY, REGISTRATION CHARGES ETC.:

- 38.1 The stamp duty and the registration fee payable on this Agreement shall be borne by the Purchasers exclusively.
- 38.2 The stamp duty and the registration fee prevailing at the time of execution of Sale Deed and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sale Deed, shall be borne by the Purchasers exclusively. The Developer shall have no liability in respect thereto. The Purchasers acknowledge that without payment of applicable stamp duty and registration fee, the Developer will not be able to execute Sale Deed in favour of the Purchasers therefore, the Developer shall be deemed to have discharged their obligation to register the Sale Deed in favour of the Purchasers upon sending an intimation to the Purchasers that the Developer are willing to execute the Sale Deed in favour of the Purchasers, subject to Purchasers discharging all their obligations under this Agreement and paying the required cost of registration including applicable stamp duty, registration fee and other charges, as applicable.

39. DISPUTE RESOLUTION:

All or any dispute arising out of 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.

40. GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall, in all respects, be governed by, and construed in

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

SCHEDULE

SCHEDULE A

(Description of the 'Schedule A Property')

All that piece and parcel of immovable property bearing BBMP Municipal No. 51-39-60/1 (Old PID No. 3496456985), admeasuring 1,60,083 (One Lakh Sixty Thousand and Eighty Three) Square Feet, situated at 1st Cross, Ward No. 154 (Basavanagudi), Thyagarajanagar, Bengaluru and bounded as follows:

East by : Property bearing Survey No. 35, previously known as Mayanna Grape Garden;
West by : Public Road, Gangamma Temple Street;
North by : Property bearing Corporation No. 60, 2nd Cross, Thyagarajanagar, Bengaluru -28; and
South by : Public Road, Survey No. 26 - Chennammanakere Tank Bed belonging to BDA, SSM School and other Private Properties.

SCHEDULE B

(Description of the 'Project Land')

Property bearing BBMP Municipal No. 51-39-60/1 (Old PID No. 3496456985), admeasuring 1,60,083 (One Lakh Sixty Thousand and Eighty Three) Square Feet, excluding the area admeasuring [●] Square Feet, relinquished in favour of ____ pursuant to the Relinquishment Deed.

SCHEDULE C

(Description of the 'Schedule C Property')

Item No. I of Schedule C Property – Schedule C Apartment Unit

All that piece and parcel of residential Apartment bearing No. [●] in [●] floor in the project 'The Seven' being built in the Project Land and having [●] Square Feet of Carpet Area and [●] Square Feet of Super Built Up Area inclusive of proportionate share in Common Areas of the Project such as passages, lobbies, lifts, staircases and other areas of common use, with right to use [●] standard covered car parking space/s in the basement levels.

[The E - P.I.D No. of the Schedule C Apartment Unit will be specified in the Schedule under the Sale Deed]

Item No. II of Schedule C Property – Undivided Interest

Proportionate undivided share, right, title, interest and ownership in the land comprised in the Project Land (which comes to [●] Square Feet).

SCHEDULE D

(Rights & Obligations of the Purchasers)

I. RIGHTS OF THE PURCHASERS:

The Purchasers shall, in the course of ownership of the Schedule C Property have the following rights:

- (a) To get constructed through the Developer and own the Schedule C Apartment Unit for residential purposes subject to the terms of this Agreement;
- (b) To use the Common Areas of the Project (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes as prescribed in the Bye-laws/ rules and regulation of the Owners' Association;
- (c) To lateral, vertical and horizontal support for the Schedule C Apartment Unit from the other parts of the building;
- (d) Right to use all Common Amenities and Facilities in the Project, on payment of such sums as may be prescribed from time to time by the Developer or the agency/entity appointed by the Developer or the Owners' Association for the maintenance of Common Areas of the Project and Common Amenities and Facilities in the Project;
- (e) Free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule C Apartment Unit through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the building or any part thereof;
- (f) Right to use and enjoy the Common Areas of the Project and the Common Amenities and Facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users; and
- (g) Right to make use of all the common roads, driveways and passages provided in the Project Land to reach the Schedule C Apartment Unit without causing any obstruction for free movement therein.

II. OBLIGATIONS ON THE PURCHASERS:

1. Maintenance of the Project & the Schedule C Apartment Unit:

- (a) The Purchasers shall not raise any construction in addition to building constructed in the Project by the Developer and shall not use or permit the use of the Schedule C Apartment Unit in such manner which would diminish the value of the utility of the Project Land;
- (b) The Purchasers shall not make any arrangements for the maintenance of the Project other than by the Developer or through an agency/entity appointed by the Developer or the Owners' Association;
- (c) The Purchasers shall have no objection whatsoever to the Developer managing the Project in Schedule A Property (including the Common Areas of the Project and Common Amenities and Facilities) by itself or the agency/ entity appointed by the Developer till the Project is handed over the Owners Association or during the Defect

Liability Period (at the sole discretion of the Developer if the Developer chooses to maintain the Project) and the Purchasers have given specific consent to this undertaking;

- (d) The Purchasers shall from the date of handing over of the possession of the Schedule C Apartment Unit by the Developer, maintain the 'Schedule C Apartment Unit in the same state and condition in which it will be handed over to the Purchasers by the Developer;
- (e) The Purchasers shall not change/ amend/ modify or carry out any repairs/ renovation in the Schedule C Apartment Unit in any manner whatsoever;
- (f) The Purchasers understand and confirm that the Developer shall, at all times, neither be liable nor responsible for the following defects/ damages that may be caused to the Schedule C Apartment Unit or any part of the Project due to:
 - (i) natural wear and tear, abuse and improper usage/ negligence/ omission/ act/ commission on the part of the Purchasers;
 - (ii) slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting;
 - (iii) forced/ intentional/ accidental damages caused by the Purchasers;
 - (iv) defects or damages caused to glass, ceramic, vitrified, porcelain materials after accepting possession of the Schedule C Apartment Unit;
 - (v) manufacturing defects and/ or shortcomings in any electrical and sanitary fittings in the Schedule C Apartment Unit which are subject matter of third-party vendor/ manufacturers warranties;
 - (vi) routine/ non-structural crack resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls and such other defects caused due to normal wear and tear, abuse or improper usage;
 - (vii) damages caused on account of improper use of the material and equipment other than for its intended purpose; and
 - (viii) failure by the Purchasers to properly operate or maintain the Schedule C Apartment Unit including monitoring or servicing equipment, as set out in the respective user manuals.
- (g) The Purchasers shall from the date of possession, maintain the Schedule C Apartment Unit in a good and habitable condition and shall not do or suffer to be done anything which would cause any harm, damage, etc. to the Schedule C Apartment Unit and/ or Common Areas of the Project;
- (h) The Purchasers shall keep the Schedule C Apartment Unit, walls, floor, roof, drains, pipes and appurtenances thereto in good condition and shall not do anything which jeopardizes the soundness or safety of the building;
- (i) Movables and fixtures forming part of the Apartment Specifications of the Schedule C Property having third-party vendor warranties forming part of Apartment Specifications are to be maintained in accordance with the user/ handover manual to be provided by the Developer at the time of handing over the Schedule C Property; and
- (j) The Purchasers shall have no objection in the Developer/ maintenance agency's rights

of unrestricted access of all Common Areas of the Project, garages/ covered parking and parking spaces for providing necessary maintenance services and the Purchasers agree to permit the Developer/ maintenance agency or entity to enter into the Schedule C Apartment Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, during the Defect Liability Period to inspect and set right any defects.

2. Use of the Schedule C Apartment Unit and Common Areas of the Project:

- (a) The Purchasers shall not use the space provided for Purchaser Car Park/s in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties;
- (b) The Purchasers shall not default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule A Property;
- (c) The Purchasers shall become a member of the Owners' Association to be formed amongst the owners of Apartment Units in the Project and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Owners' Association that may be formed and pay the admission fee and other fees that may be agreed. The Developer shall at its sole discretion by itself or through an agency/entity appointed by the Developer to maintain the Project during the Defect Liability Period and such extended period as agreed with the Owners' Association and the Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement to the Developer or the maintenance agency/entity engaged by the Developer;
- (d) The Purchasers along with other owners of Apartment Units in the Project shall proportionately bear expenses relating to maintenance of Common Areas of the Project, Common Amenities and Facilities in the Project, open spaces, parks, gardens (other than private gardens). No owner of an apartment in the Project is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any Common Areas of the Project and Common Amenities and Facilities in the Project or by non-occupation of the apartment;
- (e) The Purchasers shall use the Schedule C Apartment Unit only for residential purposes and the car parking space for parking of light motor vehicle/s and for no other purposes. The Purchasers shall not use the Schedule C Apartment Unit as serviced apartment or transit accommodation or let it out on temporary basis;
- (f) The Purchasers shall from the date of possession, maintain the Schedule C Apartment Unit at their cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said Schedule C Apartment Unit and/ or common passages, or the compound which may be against the rules and bye-laws of the Bengaluru Development Authority or any other authority. The Purchasers shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchasers shall promptly report to the Developer/ maintenance agency/entity appointed by the Developer/ Owners' Association, as the case may be, of any leakage/ seepage of water/ sewerage and the like through the roof/ floor/ wall of the said Schedule C Apartment Unit and especially with regard to the external and common walls shared by the owners;
- (g) The Purchasers hereby undertake to abide by the following terms:

- (i) The name of the owner and/ or Schedule C Apartment Unit number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular Schedule C Apartment Unit but at no other place in the building and the number allotted to any Schedule C Apartment Unit shall not be altered;
 - (ii) No sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the Schedule C Apartment Unit;
 - (iii) The Purchasers shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said Schedule C Apartment Unit though the Purchasers shall be entitled to select and carry out any decoration/ painting of the interior of the said Schedule C Apartment Unit; and
 - (iv) The Purchasers shall not do anything that may adversely affect the aesthetic appearance/ beauty of the building, nor do anything within the compound of the Project which may cause any nuisance or obstruction or hindrance to the other owners.
- (h) Any further or other construction that may be permitted, over and above the construction already sanctioned as aforesaid shall be carried out only by the Developer. The Purchasers hereby acknowledge the aforesaid right of the Developer and shall ensure that no obstruction or hindrance is caused to the Developer in exercising the aforesaid right.;
- (i) The Purchasers shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association;
- (j) As the Purchasers will be one of the owners of the Apartment Units in the Project, the Purchasers shall be entitled to use in common with all the other buyers/ owners in the Project , the Common Areas of the Project and Common Amenities and Facilities in the Project, listed below:
- (i) Club House;
 - (ii) driveways, roads, passages, entry and exits;
 - (iii) entrance lobby, staircase and corridors in Residential Building;
 - (iv) elevators, pumps and generators;
 - (v) open spaces, common gardens and parks; and
 - (vi) any/ all other Common Amenities and Facilities in the Project.
- (k) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Apartment Units in the development by:
- (i) closing the lobbies, stairways, passages and parking spaces and other common areas;
 - (ii) making any alterations in the elevation or both faces of external doors and windows of the Schedule C Apartment Unit / parking space to be acquired by purchasers which in the opinion of the Developer or the Owners' Association differ from the scheme of the building;

- (iii) making any structural alterations inside the Schedule C Apartment Unit or making any fresh openings;
 - (iv) defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the development;
 - (v) creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and other similar disturbances and noises or in the matter of enjoying the Common Amenities and Facilities in the Project provided to all the Apartment Unit Owners in the Project;
 - (vi) installing machinery, store/ keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature;
 - (vii) using the common corridors, staircases, lift lobbies and other Common Areas of the Project either for storage or for residing any servants at any time;
 - (viii) bringing inside the Project or park in the Schedule A Property any lorry or any heavy vehicles without the prior approval of the Developer/ agency/entity appointed by the Developer/ Owners' Association;
 - (ix) using the Schedule C Apartment Unit or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes;
 - (x) draping clothes in the balconies and other Common Areas of the Project;
 - (xi) entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use;
 - (xii) throwing any rubbish or garbage other than in the dustbin/s provided in the Common Areas of the Project;
 - (xiii) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of Common Amenities and Facilities in the Project; and
 - (xiv) trespass into other residential buildings in the Project or misuse the facilities provided for common use.
- (l) The use of the Common Amenities and Facilities in the Project including the swimming pool and other facilities by the Purchasers during tenure of ownership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/ refuse/ avoid paying the subscription and other charges for the use of the facilities therein;
- (m) The Purchasers shall park vehicles only in the parking space/ area specifically acquired by the Purchasers and earmarked for the exclusive use of the Purchasers;
- (n) The Purchasers shall not throw garbage/ used articles/ rubbish in the Common Areas of the Project, parks and open spaces, roads and open spaces left open in the Project Land, except in the designated areas provided in the Common Areas of the Project. The Purchasers shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer or agency/entity appointed by the Developer for maintaining the Common Areas of the Project and Common Amenities and Facilities in the Project or by the Owners' Association;

- (o) The Purchasers shall ensure that the pets do not create any nuisance/ disturbance to the other owners/ occupants in the building;
- (p) The Purchasers shall use all sewers, drains and water lines in or upon or hereafter to be erected and installed in the Schedule A Property and in the Residential Building in common with the other owners of the Apartment Units and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other owners of the Apartment Units the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Owners' Association to be formed by or among the owners of the Apartment Units in the building;
- (q) The Purchasers shall permit the Developer and/ or the agency/ entity appointed by the Developer and/ or the Owners' Association and/ or their agents with or without workmen at all reasonable times to enter into and upon the Schedule C Apartment Unit / parking space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Schedule C Apartment Unit 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 etc., to the Schedule C Apartment Unit /s parking space or other Common Areas of the Project or to the occupiers of such Schedule C Apartment Unit / parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges;
- (r) The Purchasers shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the buildings in the Schedule A Property;
- (s) All the Common Areas of the Project and Common Amenities and Facilities in the Project shall be used commonly and none of the owners including the Purchasers shall bring any action for partition or division of any part thereof;
- (t) The Purchasers, in the event of leasing/ licensing/ letting out the Schedule C Apartment Unit shall keep informed the Developer/ agency/ entity appointed by the Developer/ Owners' Association about the tenancy of the Schedule C Apartment Unit and giving all the details of the tenants. Upon leasing, only the tenant/ lessee shall be entitled to make use of the Common Amenities and Facilities in the Project and the Purchasers shall not be entitled to make use of the Common Amenities and Facilities in the Project. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchasers contained herein shall be that of the Purchasers and it shall be the responsibility of the Purchasers to ensure that the tenant/ lessee follows all the rules and regulations that may be prescribed for the occupants of the Project;
- (u) The Purchasers shall be liable to pay to Developer/ agency/entity appointed by the Developer / Owners' Association as the case may be, the following expenses proportionately:
 - (i) expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors of the Residential Building and the Common Areas of the Project, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the Common Areas of the Project, including the cost of AMC's for these equipment, replacement of fittings and provision of consumables of all Common Areas of the Project and places;

- (ii) All taxes payable, service charges and all other incidental expenses in general;
- (iii) salaries, wages paid/ payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians, etc.; and
- (iv) all other expenses incurred for proper upkeep and maintenance of Common Areas of the Project and Common Amenities and Facilities in the Project within the development including expenses/ costs incurred for replacement of worn-out equipment, machinery such as generators, elevators, pumps, motors, etc.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first above written in the presence of the following witnesses:

OWNERS:	
For and on behalf of the Owners - NESTLED HAVEN REALTY PRIVATE LIMITED:	
 (Signature) Name: Designation:	
DEVELOPER:	
For and on behalf of - NESTLED HAVEN REALTY PRIVATE LIMITED:	
 (Signature) Name: Designation:	
PURCHASERS:	
 (Signature) Name: (Purchaser No. 1)	 (Signature) Name: (Purchaser No. 2)
WITNESSES:	
 (Signature) Name: Address:	 (Signature) Name: Address:

ANNEXURE – I
(PAYMENT PLAN & CONSTRUCTION MILESTONES)

Commented [IK1]: To be added

PAYMENT PLAN	
Particulars	Percentage of Sale Value
Booking Advance	50,00,000
Within 25 days of Booking	Balance of 25% of the sale value
Upon Completion of Foundation for the Tower	5% of the sale value
Upon Completion of Ground Floor Slab of the Tower	5% of the sale value
Upon Completion of 3 rd Floor Slab of the Tower	5% of the sale value
Upon Completion of 6 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 9 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 12 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 16 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 20 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 24 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 28 th Floor Slab of the Tower	5% of the sale value
Upon Completion of 32 nd Floor Slab of the Tower	5% of the sale value
Upon Completion of Terrace Slab of the Tower	5% of the sale value
Upon Completion of the Blockwork for the Apartment	5% of the sale value
Upon installation of the Elevators in the Tower	5% of the sale value
Upon offer of Possession	5% of the sale value
TOTAL	100%

ANNEXURE-II (APARTMENT SPECIFICATIONS)

General Apartment Specifications

- RCC panels/light weight blocks for all internal walls
- False ceiling in Living, Bedrooms, Bathrooms and Kitchen
- Wall finish: Gypsum Plastering
- Wall paint: Premium emulsion finish

Flooring

- Living room, dining room and foyer in imported marble
- Bedrooms in engineered wood
- All decks in designer tiles
- Main kitchen, staff area and utility area in designer tiles

Bathrooms

- Master suite 1 bath and powder bathrooms in imported marble
- Master suite 2 bath in a combination of imported marble and designer tiles
- Bedroom 3 and 4 bathrooms in designer tiles
- Water conscious and low-flow bathroom fixtures
- Concealed cistern tanks with half and full flush facility
- Shower cubicles

Doors & Windows

- Double-glazed window systems for bedrooms, living and dining. Single-glazed (for other spaces) with mosquito mesh
- Internal doors of 2.4 meter with engineered/hardwood frames, Particle board/Tubular Core door shutters

Energy & Water

- Central Water Heating
- VRV ACs for all Bedrooms, Dining & Living spaces.

- Fire-resistant electrical wiring

Communication

- TV points in all rooms and living room and staff room
- Digital smart lock

Technology & Security

- Wi-Fi connectivity in all common areas of the development
- Intelligently designed CCTV infrastructure
- Guard house

Fire safety

- Fire sprinklers in all apartments and common areas
- Smoke detectors throughout the apartment

Power

- 100% DG backup to power all apartments and common spaces
- Solar power as per statutory norms

Water

- Rain water harvesting
- Water recycling

Waste Management

- Dedicated garbage collection zone

Lifts

- 6 passenger lifts (for the project)
- 2 service lifts (for the project)

ANNEXURE-III COMMON AREAS OF THE PROJECT & COMMON AMENITIES AND FACILITIES IN THE PROJECT

Common Areas and Common Amenities and Facilities in the Project:

Sl. No.	Clubhouse and Amenities
1.	Multi Purpose Court
2.	Banquet Hall
3.	Business Centre
4.	Virtual Golf
5.	Movie theatre
6.	Spa & Salon
7.	Fitness centre
8.	Poolside lounge/ café
9.	Indoor games
10.	Kid's room
11.	Swimming pool

**ANNEXURE-IV
(FLOOR PLAN OF THE SCHEDULE C APARTMENT UNIT)**