# AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this. **day of October , 2020 (\_\_\_.10.20)**

# BETWEEN

**Monarch**, a partnership firm having its Registered Firm registered Under the Indian Partnership Act 1992, having its principal place of business at Pan No. AADFM 5933D office at No. 54, Brigade Road, Bangalore – 560 001 represented herein by its Partner, Mr. Maaz Dawood, son of Dawood Mohammed, hereinafter referred to as “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor and survivors of them and their heirs, executors and adminstrators of the last surviving partner and his /her/their assigns successorsin-interest and permitted assigns) of the One Part.

# AND

**Mr……………………………………….,** (PAN No…………………………….) son of **Mr…………………………………………**, aged about …….years, **residing ………………………………………………………………………………**..hereinafter called “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successorsin-interest and permitted assigns) of the Second Part.

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

**WHEREAS:**

1. (1)(a) Dr. (Mrs.) B. M. Nirmala, wife of Late H. V. Prabhakar Reddy, (1)(b) Sri. V. P. Kiran, son of Late H. V. Prabhakar Reddy, (1)(c) Ms. V. P. Padmashri, daughter of Late H. V. Prabhakar Reddy, (2) Mr. C. Sreenivasa, son of Late Chandra Mohan, (3) Mr. A. S. Manjunath, son of Mr. A. Sathyanarayana Setty, (4) Mr. R. Balraj, son of P. Rayappa, (5) Mr. A. Lawrence, son of Mr. Anthony Swamy, (6) Mr. K. Ramakrishna, son of Mr. K. Balarama Setty, (7) Mr. A. S. Badarinath, son of Mr. A. Sathyanarayana Setty, (8) Sri. V. Venugopal Reddy, son of Late H. Venkata Reddy and (9)Smt. Geetha Madhukar, daughter of Late H. Venkata Reddy **(“Owners”)** are the absolute and lawful owners of Survey No. 11/1, measuring 34 guntas, Survey No 14, measuring 2 acres, Survey No. 15, measuring 21 guntas, and Survey No. 13/1, measuring 1 acre, all situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore and measuring in total 4 acres 15 guntas or approximately 1,90,500 square feet **(“Said Land”)**.
2. Sri. H. V. Prabhakar Reddy, the husband of Owner No. 1(a) and the father of Owner Nos. 1 (b) and 1(c) acquired the larger extent of the aforesaid properties by virtue of the below mentioned sale deeds and the will dated 08-06-2006 left behind by Smt. Guramma, in favour of Sri. H.V. Prabhakara Reddy and referred hereunder:
	1. Sale Deed dated 23-04-1984 executed by Mrs. K. R. Chanchala Bai, registered vide document No. 413/84-85 of Book I, Volume 2123, Pages 91 to 94, in the office of the Sub-Registrar, Bangalore South Taluk with respect to 37 guntas in Survey No. 11/1.
	2. Sale Deed dated 19-05-1984 executed by Mr. K. R. Srinivasa Murthy and Mr. K. R. Dwarkanath, registered vide document No. 1069/84-85 of Book I, Volume 2119, Pages 234 to 238, in the office of the Sub-Registrar, Bangalore South Taluk with respect to 2 acres 14 guntas in Survey No. 14. iii. Sale Deed dated 19-05-1984 executed by Mr. K. V. Ashwath Narayan and Mr. K. V. Ramachandra, registered vide document No. 1070/84-85 of Book I, Volume 2122, Pages 122 to 125, in the office of the Sub-Registrar, Bangalore South Taluk with respect to 1 acre 10 guntas in Survey No. 15. iv. Sale Deed dated 27-01-1987 executed by Mr. K. R. Venkata Rao registered vide document No. 7759/86-87 of Book I, Volume 2556, Pages 117 to 120, in the office of the Sub-Registrar, Bangalore South Taluk with respect to 38 guntas in Survey No. 15.

v. Sale Deed dated 25-07-2011 executed by Smt. Jaya Reddy and others registered vide document No. 2038/2011-12 of Book I, stored in C.D. No. KRID 368 in the office of the Sub-Registrar, Krishnarajapuram, Bangalore with respect to 9 guntas in Survey No. 15.

1. Under the Sale Deed dated 27-01-1987, mentioned in the Recital ‘B’ (iv) above, Sri. H.V. Prabhakar Reddy and his mother, Smt. Guramma jointly acquired the 38 guntas in Survey No. 15 of Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk. Upon the death of Smt. Guramma as per her Last Will and Testament dated 08-06-2006, Sri. H.V. Prabhakar Reddy became the absolute owner of the said extent of 38 guntas in Survey No. 15 of Krishnarajapuram Village.
2. Sri. H.V. Prabhakar Reddy died intestate on 15-08-2012 leaving behind the Owner Nos. 1 (a),1(b) and 1(c)as his only legal heirs and they succeeded to the estate of Late H.V. Prabhakar Reddy including the properties mentioned in the Recital ‘B’ above as absolute owners thereof.
3. The Owner Nos. 2 to 7 are the absolute owners of the converted land bearing Survey No. 13/1, measuring 1 acre, situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, they having acquired the larger extent of the land measuring 1 acre 7 guntas by virtue of the Sale Deed dated 05-04-2006 executed by Mr. N. Narasimhan and Mr. N. Vivekananda, registered vide document No. 557/06-07 of Book I, stored in C.D. No. KRID203, in the office of the Sub-Registrar, K. R. Puram, Bangalore.
4. Sri. H.V. Prabhakar Reddy and the Owner Nos. 2 to 7 herein entered into the Joint Development Agreement dated 15-07-2012 and received advance security deposit from the Promoter herein. Before the said Joint Development Agreement could be registered Sri. H.V. Prabhakar Reddy died intestate on 15-08-2012 leaving behind the Owner Nos. 1(a), 1(b) and 1(c) as his only legal heirs.
5. The Owner Nos. 1(a), 1(b), 1(c), 2, 3, 4, 5, 6 and 7 have entered into the Joint

Development Agreement dated 14-12-2012, registered vide Document No. 4802/2012-13 of Book-I, stored in CD No. INRD51 in the office of the SubRegistrar, Shivajinagar, with the Promoter for development of the Said Land.

1. During the lifetime of Sri. H. V. Prabhakar Reddy, by his Last Will and Testament dated 25-06-2012, out of natural love and affection, had bequeathed 12 guntas of land in Survey No. 14, Krishnarajapuram Village to his brother Sri. V. Venugopal Reddy, the Owner No. 8 and 12 guntas of land in Survey No. 14, Krishnarajapuram Village to his sister Smt. Geetha Madhukar, the Owner No. 9. The said Last Will and Testament is registered vide Document No. 118/2012-13 of Book III, stored in C. D. No. 144, in the office of the Sub-Registrar, Jayanagar, Bangalore. Thus, upon the death of H. V. Prabhakar Reddy, the Owner Nos. 8 and 9 became the absolute owners of 24 guntas of land in Survey No 14, of Krishnarajapuram Village.
2. The details regarding execution of the Last Will and Testament dated 25/06/2012 by Late H. V. Prabhakar Reddy, was brought to the knowledge of the Owner Nos. 1(a), 1(b) and 1(c), subsequent to execution and registration of the Joint Development Agreement dated 14-12-2012, accordingly the Owner Nos. 1 to 7 agreed to offer their share of 24 guntas of land in Survey No. 14, to the Promoter and the parties conducted a joint Survey of the properties offered for development. Upon surveying it was observed that there were marginal changes in the extents of lands. The aforementioned Owners, agreed to enter into the Supplementary Agreement cum Rectification Deed dated 29-08-2013, whereunder the exact measurements of lands offered for development is mentioned in Schedule ‘A’ and Owner Nos. 8 and 9 have also joined in execution of the said Supplementary Agreement, thereby offering their share of 24 guntas in Survey No. 14, for development by the Promoter. Further, the Owner have rearranged their shares in the development. The said Supplementary Agreement cum Rectification Deed dated 29-08-2013 is registered vide Document No. 4388/2013-14 of Book I, stored in C. D. No. 75, in the Office of the Sub-Registrar, Indiranagar, Bangalore.
3. The Owners are collectively fully seized and possessed of the Said Land with power and authority to sell or otherwise dispose of the Said Land in favor of any person of their choice. The Promoter is fully competent to enter into this Agreement and complete all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed.
4. In terms of the scheme formulated by the Promoter pursuant to the terms of the Joint Development Agreement, development of the Said Land is undertaken in two phases. The Phase-I comprises residential development and the Phase-II comprises residential and commercial development. The Promoter has obtained the development plan sanctioned in No. BBMP/Addl.Dir/JDNORTH/LP/0014/2014-15 and modified plan sanction No. BBMP/Addl.Dir/JDNORTH/LP/0006/2019-20, from the Bruhat Bangalore Mahanagara Palike, Bangalore for development of the Said Land in the name and style of “**Monarch Aqua**”.
5. In accordance with the scheme formulated by the Developer, the residential building complexes/ towers in Monarch Aqua will be developed on a portion of the Said Land measuring in total 7000 square mtr [comprised in Survey No. 11/1, 13/1, 14 & 15 situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore (**“Phase-I Land”**)].
6. The Promoter has informed the Allottee and the Allottee is aware that the Promoter, for the development of Project shall utilise TDR or Additional Far and the Sanctioned Plan shall be updated taking into consideration the TDR or additional Floor area and accordingly the undivided share shall be corresponding to the constructed area of Apartment in Project taking into account the TDR/Final Far used in the total development.
7. The Promoter agrees and undertakes that it shall not make any changes to the Approvals apart from the submissions made to the Authority except in compliance with section 14 of the Act and other laws as applicable;
8. The Promoter has registered the residential project development in the Phase – I of the Project as **“Monarch Aqua Phase-I”** under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bengaluru on Sixteenth October, 2017 under Registration No. PR/KN/170731/000466;
9. The Allottee has applied for an apartment in the Residential Development vide Application No…………………… dated ………………………… and has been allotted an Apartment **No……………** having carpet area of ………….. square feet, on **……..** floor in exclusive balcony area of ……………………. square feet, in Crest Block along with covered/open parking admeasuring 134.5 square feet, as permissible under the applicable law and pro rata share in the common areas [totalling to SBA of **………………………** Square feet] (“**Common Areas**”), as defined under clause (n) of Section 2 of the Act and the said Apartment is more fully mentioned and described in the Schedule ‘A’ hereunder and hereinafter referred to as **“Apartment”**;The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and have affixed their signatures;
10. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and Residential Development;
11. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
12. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Garage/covered/car open parking as specified.

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

**1. Definitions:**

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

1. **“Act”** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. **“Agreement”** shall mean this Agreement for Sale including the recitals above, the schedules and all annexures attached hereto, as amended from time to time;
3. **“Apartment”** means the Apartment allotted to the Allottee by the Promoter and agreed to be sold under this Agreement and mentioned and described in Schedule ‘A’ here below;
4. **“Apartment Specifications”** shall mean the broad specifications of the Apartment and detailed in the Schedule “D” here below or any equivalent thereof;
5. **“Appropriate Government”** shall mean the Government of Karnataka;
6. **“Approvals”** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Phase – I Development;
7. **“Association of Allottees or Owner’s Association”** shall both mean the same, to be formed by the owners of the Apartments in the Project for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
8. **“Authority”** shall mean the Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;
9. **“Building”** shall mean the building block/tower in the Residential Development where the Apartment is located;
10. **“Carpet Area”** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open area, but includes the area covered by the internal partition walls of the Apartment; k) **“Common Areas”** shall collectively mean the Common Areas of the Phase – I Development as defined under Section 2(n) of the Act, including but not limited to the land, common basements, terraces, parks, play areas, open parking areas all community and commercial facilities etc., in the Project as provided under the Act;
11. **“Force Majeure”** shall mean a case of war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Phase – I Development;
12. **“Maintenance Agency”** shall mean the Promoter or any of its nominee/ subsidiary or assigns or any person/entity appointed by the Promoter or the Association of Allottees as the exclusive maintenance managers of the Phase – I Development and/or the Project and its Common Areas and services to be provided in the Phase – I Development and the Project;
13. “**Notice**” shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
14. “**Occupancy Certificate**” shall mean the certificate issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity and includes a partial Occupancy Certificate as may be issued by the competent authority;
15. **“Payment Plan”** shall mean the payment of the Total Price payable by the Allottee to the Promoter on such dates as mentioned in Schedule “C” here below;
16. **“Phase – I Land”** shall mean the portion of the Said Land measuring in total approximately 7000 square mtr or 75,000 square feet [comprised in Survey No. 11/1, 13/1, 14 & 15 situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore
17. **“Phase – I Development”** shall mean the residential development being made on the Phase – I Land comprising several multi-storeyed buildings/towers.
18. **“Phase – I Specifications”** shall mean the broad specifications of the Phase – I Development and detailed in the Schedule ‘F’ here below;
19. **“Project”** shall mean the real estate project “Monarch Aqua” which includes all the Phases being developed on the Said Land by constructing residential/commercial/retail/public buildings as may be decided by the Promoter;
20. **“Project Specifications**” means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in Schedule ‘E’ here below;
21. **“Rules”** means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
22. **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
23. **“Said Land”** means the land bearing Survey No. 11/1, measuring 34 guntas, Survey No 14, measuring 2 acres, Survey No. 15, measuring 21 guntas, and Survey No. 13/1, measuring 1 acre, all situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore and measuring in total 4 acres 15 guntas or 190000 square feet or 17500 square meter.
24. **“Statutory Payments”** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards BESCOM and BWSSB and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
25. **“Total Price”** means the sum total of the cost payable towards the Apartment by the Allottee to the Promoter as detailed in Clause 2.2 here below;
26. **“Section”** means a section of the Act.
27. **“TDR”** shall mean Transfer of Development Rights/Premium FAR/Additional FAR that the Promoter has acquired or will acquire or made available in order to add to the construction in the Project.
28. **Terms**:
	1. Subject to the terms and conditions as detailed in this Agreement and the rights and obligations of the Allottee as specified in the Schedule ‘G’ here below, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Recital ‘O’ here above.
	2. **The Total Price for the Apartment based on the carpet area is Rs………………………………………/…………………………………………………………………………….. only** The Total Price of the Apartment is calculated in the manner mentioned here below:

# Agreement Value Particulars

|  |  |
| --- | --- |
| **Agreement Value** | **Particulars** |
| Base Price |  |
| Floor Rise  |  |
| Terrace Charges  |  |
| Premium Location Charge |  |
| Car Park  |  |
| Total |  |
|  |  |
| **Other Charges 1** | **Particulars** |
| Power, Water & Sewage  |  |
| Power Back Up and Fire Safety  |  |
| Development Charge  |  |
| Documentation charges  |  |
| **Total** |  |
|  |  |
| **Other Charges 2** | **Particulars** |
| Maintenance Charges (for one year in advance)  |  |
| Corpus Fund for Association |  |
| Club Membership |  |
| Approximate GST  |  |
| **Total** |  |
|  |  |
| **TOTAL CONSIDERATION** |  |

**Explanation:**

1. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
2. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, (by whatever name called) and same shall be payable by the allotee on or before up to the date of handing over of the possession of the Apartment to the Allottee and the Project to the Association of Allottees or the competent authority, as the case may be, upto obtaining the completion/occupancy certificate or in the manner as may be specified by the promoter and within the ambit of Tax laws: : Provided that in case there is any change/ modification in the Taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged to the allottee;
3. The Promoter shall periodically intimate in writing to the Allottee, the installments payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
4. The Total Price payable includes sale consideration recovery of price of Said of Land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical circuit system to the Apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas, in terms of the specifications set out in Schedule ‘D maintenance charges as per para 11**Clause 13.1** etc., and includes cost for providing amenities and specifications to be provided within the Apartment and the Project.
	1. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
	2. The Allottee shall make the payment as per the Payment Plan set out in schedule C (Payment plan) without any delay
	3. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 7%per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
	4. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and the Phase– I Specifications and the nature of fixtures, fittings and amenities described herein at schedule D and Schedule E, in the Apartment Specifications and the Phase– I Specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, apart from the submissions already made to the Authorities, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
	5. The Promoter shall conform to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/partial occupancy is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area.

The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, which is more than three percent of the Carpet Area of the Apartment, then the Promoter shall refund the excess money paid by the Allottee within Sixty (60) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided by schedule C. All these monetary adjustments shall be made at the same rate per square metre as agreed in Para 1.2 of this Agreement.

* 1. Subject to Clause **10.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
		1. The Allottee shall have exclusive ownership of the Apartment;
		2. The Allottee shall be entitled to have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, and apportioned to the apartment the Allottee shall use the Common Areas along with other occupants/owners., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion/ occupancy certificate from the competent authority in terms of the existing law;
		3. That the consideration for sale of the apartment includes cost of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes and includes cost for providing all other facilites, amenities and specifications to be provided within the Apartment and the Project;
	2. It is made clear by the Promoter and the Allottee agrees that the Apartment along with **1** open/covered parking shall be treated as a single unit for all purposes. It is agreed that the Project Development is an independent, self-contained project covering the said land in the overall development being made on the Said Land and it is not a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure and certain amenities/facilities for the benefit of the Allottee. It is clarified that the facilities and amenities provided in the Project Development shall be available for use and enjoyment of all the Allottees of the Project.[It is clarified that, some details of the phased development or mixed development be captured in this Agreement, as the Promoter may have assured to provide certain facilities and amenities, which may be common to all the allottees of all the phases and which may be integrated once the entire development is complete.]
	3. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges as collected for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before the transferring the Apartment to the Allottees , the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
	4. The Promoter agrees to clear the charge created over the [Apartment/Plot] with banks and financial institutions before conveying or transferring the physical possession of the [Apartment/Plot] and after producing proof thereof (in the form of a discharge letter or no objection letter from the creditor/ credit agency).

#  2.12. The Allottee has paid the sum of

**Rs……………../- ………………………………………………….. only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided, that if the Allottee delays in payment towards any amount which is payable under this Agreement, he shall be liable to pay interest at the rate prescribed in the Rules.

1. **Mode of Payment:**
	1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers Cheque or online payment (as applicable) in favour of “M/s.Monarch” payable at Bengaluru.
2. **Compliance of Laws relating to remittances:**
	1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
	2. The Promoter accepts no responsibility in regard to matters specified in Clause 4.1. above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
3. **Adjustment/Appropriation of Payments:**
	1. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
4. **Time is Essence:**
	1. The Promoter shall abide by the time schedule for completing the Phase – I Development as disclosed at the time of registration of the Phase – I Development project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, after receiving the completion certificate/occupancy certificate as the case may be. The buyer on his/her part shall also adhere to the schedule of payment and such other conditions as laid down in this Agreement of Sale.
5. **Construction of the Project/Apartment:**
	1. The Allottee has seen the proposed layout plan, speciciations and the facilities of the (Apartment/Plot) and accepted the floor plan and payment plan and the specifications amenities and facilities ( annexed along with this Agreement) which has been approved by the competent authority. Approvals which has been approved by the competent authority, Apartment Specifications and the Phase – I Specifications [annexed along with this Agreement] and has accepted the floor plan and Payment Plan. The Promoter shall develop the project Phase – I Development in accordance with the said layout plans, Approvals floor plans and submissions made to the Authority, the Specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authority the Approvals and shall also strictly abide by the bye-laws, FAR and density

norms and provisions prescribed by the government of Karnataka and concerned statutory authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and as submitted to the Authority, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

1. **Possession of the Apartment:**
	1. The Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all Specifications, amenities and facilities of the project Phase – I Development in place on 1st July, 2024 unless there is delay due or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by the nature affecting the regular development of the real estate project (Force Majeure). If, however, the completion of the project Phase – I Development is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Phase – I Development due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within sixty (60) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
	2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate/ occupancy certificate/ partial occupancy certificate/final approval letter for layout from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/ occupancy certificate/partial occupancy certificate, final approval letter for layout, [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue off completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout]. . The Allottee shall within three (03) months from the date of receipt of the intimation from the Promoter, pay the full Total Price to the Promoter and obtain the conveyance of the Apartment in his/her favour from the Promoter and extend all co-operation to the Promoter to complete execution and registration of the sale deed in favour of the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter or the Association of Allottees, as the case may be from the date of issuance of the occupancy certificate the completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout for the project. The promoter shall hand over the copy of completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same for the Phase-I Development. The Promoter shall hand over the copy of completion certificate/ occupancy certificate / partial occupancy certificate of the Phase-I Development, as the case may be, to the Allottee at the time of conveyance of the same.
	3. Failure of the Allottee to take possession of the Apartment- Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation in favour of the Promoter, as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.2, the Allottee shall continue to be liable to pay maintenance charges as specified in Clause 8.2. and interest on outstanding payment.
	4. Possession by the Allottee - After obtaining the completion certificate /occupancy certificate/partial occupancy certificate/final approval letter for layout, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. with respect to the Project or the specific Phase registered as Project. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate/partial occupancy certificate/final approval letter for layout].
	5. Cancellation by Allottee –The Allottee shall have the right to cancel/withdraw his/her allotment in the Phase – I Development only in case of an Event of Default committed by the Promoter in terms of Clause 10 below. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment, which shall be equivalent to 10% of the Total Price plus taxes (i.e., GST) paid and 100% brokerage, if any. The balance amount of money paid by the Allottee shall be returned, without interest, by the Promoter to the Allottee within sixty (60) days of such cancellation subject to the Allottee discharging the loan if any obtained on the security of the Apartment and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar. However, any amounts paid by the Allottee towards Statutory Payments will not be liable to refund.
	6. Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Phase I Development is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; or (ii)due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provide under the Act within sixty (60) days of it becoming due after deducting any brokerage paid. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within sixty (60) days of it becoming due.
2. **Representations and Warranties of the Promoter:**
	1. The Promoter hereby represents and warrants to the Allottee as follows:
		1. The Promoter has absolute, clear and marketable title with respect to the Said Land with requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
		2. The Promoter has lawful rights and requisite Approvals from the competent authorities to carry out development of the Project;
		3. There are no encumbrances upon the Said Land of the project or the Phase – I Development;
		4. There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
		5. All approvals, licenses and permits issued by the competent authorities with respect to the Phase – I Development, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and the Apartment and common areas;
		6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
		7. That the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the project or the Phase – I of the project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
		8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
		9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be;
		10. The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
		11. The Promoter has duly paid and shall continue to pay in good faith and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project or respective phase of the project of the to the competent authorities till the date of obtaining completion certificate / occupancy certificate/partial occupancy certificate /final approval letter for layout has been issued and possession of the Apartment, along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be;
		12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
3. **Events of Defaults and Consequences:**
	1. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, in the following events:
		1. The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.1 or fails to complete the Phase – I Development within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which completion certificate/ certificate or completion certificate, as the case may be, has been issued by the competent authority;
		2. Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Actor the Rules or regulations made there under.
	2. In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:
		1. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
		2. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within sixty (60) days of receiving the termination notice subject to the Allottee discharging the loan if any obtained on the security of the Apartment and handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar: Provided that where the Allottee does not intend to withdraw from the Projector terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within sixty (60) days of it becoming due.
	3. The Allottee shall be considered under a condition of default, on the occurrence of the following events:
		1. In case the Allottee fails to make payments for demand/s made by the Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
		2. In case of default by the Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and upon handing over the original of this Agreement duly cancelled and executing and registering the Cancellation Deed with the jurisdictional Sub-Registrar, refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination atleast thirty days prior to such termination.

1. **Conveyance of the Apartment:**
	1. The Promoter, on receipt of Total Price of the Apartment from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate undivided share share in the Common Areas within three (03) months from the date of issuance of the occupancy certificate/ partial occupancy certificate and the completion certificate , as the case may be to the Allottee.. However, in case the Allottee fails to pay the full Total Price or deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of full Total Price, stamp duty and registration charges to the Promoter is made by the Allottee. In case there is any increase in the guidance value of the apartment / plot due to which the promoter suffers any additional tax, the allottee shall also be liable to pay such increased tax.
	2. The stamp duty and the registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of the Sale Deed including the deficit stamp duty and registration fee that may be demanded by the Special Deputy Commissioner for Detection of Undervaluation of Stamps and other Authorities for conveyance of the Apartment and the proportionate share of the Common Areas shall be borne by the Allottee. The Sale Deed preparation and registration shall be done only through the Advocate Firm identified by the Promoter to ensure that uniformity is maintained in documentation for the entire Project. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or under valuation of the Apartment and/or the Common Area, it is the responsibility of the Allottee to attend to the same at his cost and secure release of the Sale Deed and the Promoter shall have no liability in respect thereto.
	3. The Allottee hereby agrees and undertakes to become a member of the owners' association as and when formed by the Promoter and/or by the allottees of all the apartments and sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the association and/or run the said association. The Allottee shall observe and comply all the bye-laws and all the rules and regulations of the said owners' association and proportionately share the expenses for running the association and its activities referred to herein
2. **Assignment/Nomination:**
	1. The Allottee shall not be entitled to transfer or assign his/her rights in this Agreement to any third party, till the payment of the entire consideration and the handover of possession of the Apartment and upon obtaining a written consent from the Promoter and/or the Association of Allottees or Owners’ Association. The Allottee shall not have the right, in any way to sell, assign or transfer the interest under this Agreement at any time before the handover of the Apartment.
	2. Any assignment shall be done only by way of written agreement between the Promoter and the Allottee herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. 375/- (Rupees Three Hundred and Seventy Five only) per square foot. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.
3. **Maintenance of the Building / Apartment / Project:**
	1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion of the Phase-1. The cost of such maintenance for 1 year has been mentioned in the Total Price..
4. **Defect Liability:**
	1. That it shall be the responsibility of the Allottee to maintain the Apartment in a proper manner and take all due care needed including but not limited to ensuring the joints in the tiles in the Apartment are regularly filled with white cement / epoxy to prevent water seepage. The Allottee shall not carry out any alterations of whatsoever nature in the Apartment and specifically, to the structure of the Apartment/ Building, which shall include but not be limited to columns, beams, fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any works are carried out without the written consent of the Promoter the defect liability shall automatically become void. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to bad workmanship or inferior quality.
	2. The Promoter shall rectify any structural defects or defect in workmanship, quality or provision of services with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter and brought to the notice of the Promoter within 5 years from the date scheduled for delivery or possession through an intimation/notice by the Promoter, or intimating the readiness to handover the Apartment, subject to Promoter having obtained completion certificate / occupancy certificate / partial occupancy certificate / final approval letter for layout, and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Agreement and / or Project under any circumstances. Structural defects shall not include plastering hairline crack. The above liability of the Promoter shall be restricted only to rectify / repair the above defects without charge within 90 days and any consequential damages will not be covered under this Agreement. In the event or Promoter’s failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.
	3. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development, and such defects

not being attributable to the acts or omissions of the Allottee, is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over the Apartment for fit-outs or from the date of intimation by the Promoter to handover the Apartment upon completion, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive /recover appropriate compensation in the manner as provided under the Act. Provided however, that the word defect here means only the manufacturing & workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottee or occupants or by the Owner’s Association and vagaries of nature etc.

* 1. The Promoter shall not be liable for making good the defects under this clause and the Allottee expressly absolves the Promoter from all liability towards structural defects, bad workmanship or quality under the following events:
		1. If the annual maintenance contracts are not done / renewed by the Allottee and/or the Association of Allottees.
		2. If the Allottee or the Owner’s Association has not maintained the Apartment/ Building in a proper way and failure to carry out the repairs/ maintenance on a regular basis.
		3. If the Allottee or occupant or the Owner’s Association has committed any deviation in usage /maintenance of the said Apartment in contravention to User Manual.
		4. If the Allottee has committed a breach of any other condition laid out in Clause 14.1.
		5. If any damage/ bad workmanship/ inferior quality/ sub-standard works are done to the Apartment by Allottee or by the Owner’s Association or by any third person on behalf of the Allottee.
	2. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. Further the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Apartment or any part thereof to view and examine the state and condition thereof.

1. **Right to enter the Apartment for Repairs:**
	1. The Promoter / Maintenance Agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Apartment 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.
2. **Usage:**
	1. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees for rendering maintenance services.
3. **Club:**
	1. The Promoter, as part of the development, endeavour to provide recreational facilities such as club house (including swimming pool and other amenities) in parts in various phases of the Project for the benefit, enjoyment and use of the Allottee or occupants of all the Phases of development on the Said Land. The Promoter shall determine the rules and regulations, conditions of access, use as well as charges for use of the club house and various facilities and the Allottee agrees to abide by that. The decision of the Promoter shall be final and binding in maintaining such recreational facilities. The Allottee shall have the right to use the club house, swimming pool and other amenities along with other occupants. The Allottee shall also pay the subscription maintenance and administrative charges of the clubhouse and amenities as demanded by the Promoter.
4. **General compliance with respect to the Apartment:**
	1. Subject to Clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
	2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
	3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or the Maintenance Agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
	4. In case of phased developments, the clauses which require to reflect the aspect of phased development to be suitably modified to ensure the inclusion and disclosure of the phased developments and consequential changes that may be required in such clauses. Such changes which reflect the aspect of phased developments, are not in derogation of or inconsistent with any aspect of the Project, or the Act and the Rules and Regulations made there under
5. **Compliance of Laws, Notifications etc., by the Parties:**
	1. The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
6. **Additional Constructions**:
	1. The Promoter undertakes that in future it may have right to make additions structures , modifications or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, as provided in the Act. Provided the Promoter hereby declares that the Floor Area Ratio (FAR) availed as on date in respect of the project land is 3.08 only and the Promoter has planned to utilize balance FAR of 0.17 and FAR of 1.95 by availing of TDR or FAR available on payment of premiums or FAR available as incentive FAR by implementing various schemes as mentioned in the Zoning Regulations or based on expectation of increased FAR which may be available in future on modification to Zoning Regulations, which are applicable to the said Project. The Promoter has disclosed the FAR of 5.20 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed constructions and sale of apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Promoter only.
7. **Promoter shall not Mortgage or Create a Charge:**
	1. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
	2. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The

Promoter has assured the Allottees that the project in its entirety is in

Accordance with the provisions of the Karnataka State Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in Karnataka.

1. **Binding Effect:**
	1. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Shivajinagar, Bengaluru as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the SubRegistrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
2. **Entire Agreement:**
	1. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.
3. **Right to Amend:**
	1. This Agreement may only be amended through written consent of the Parties.

PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /

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

1. **Disclosures:**

The Allottee acknowledges and confirms that the Promoter have fully disclosed to the Allottee the following and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the First Party to undertake every action as per Disclosures.

* 1. That the Purchaser is aware of the proposed additional construction of 6 floors (Ground plus 25 Storeys in Phase I) by way of loading available/additional FAR or by way of acquisition of TDR, and the Developer has obtained necessary permissions and No Objection Certificates from the BWSSB, BESCOM and Fire departments;
	2. That the Sanction Plan was for Ground plus 19 floors and the new Sanction Plan has been modified for Ground plus 24 floors.
	3. That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation of the TDR and the consumption of the FAR for the Project.
	4. The Common Amenities and Facilities and the Common Areas are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
1. **Applicability:**
	1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Phase – I Development shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer/assignment, as the said obligations go along with the Apartment for all intents and purposes.
2. **Waiver not a limitation to enforce:**
	1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
	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.
3. **Severability:**
	1. 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 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.

1. **Method of calculation of proportionate share wherever referred to in the Agreement:**
	1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Phase – I Development, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Phase – I Development.
2. **Further Assurances:**
	1. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
3. **Place of Execution:**
	1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bengaluru after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the SubRegistrar, Shivajinagar, Bengaluru. Hence this Agreement shall be deemed to have been executed at Bengaluru.
4. **Notices:**
	1. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified in the beginning of this Agreement.
	2. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
5. **Joint Allottees:**
	1. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
6. **Savings:**
	1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale under the Act or the rules or the regulations made there under.
7. **Governing Law:**
	1. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.
8. **Dispute Resolution:**
	1. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

In witness whereof, the Parties hereinabove named have set their respective hands and signed this Agreement at Bengaluru in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee (including joint buyers)



Please affix photograph and sign

across the

photograph



Please affix photograph and sign

across the

photograph

1.Signature :

Name :

Address :

2.Signature

Name

Address :

Promoter (Authorized signatory)

(1) Signature :

Name :

Address: 54 Brigade Road, Bengaluru 560046

 At Bengaluru on \_\_/\_\_/\_\_\_\_ in the presence of Witnesses:

1. Signature :

Name :

Address :

1. Signature :

Name :

Address :

# Schedule – ‘A’

[A] Description of the Said Land:

All that piece and parcel of converted lands presently bearing Survey No. 11/1 measuring 34 Guntas, Survey No. 14 measuring 2 Acres, Survey No.15 measuring 21 Guntas, and Survey No. 13/1 measuring 1 Acre measuring in total 4 Acres 15 Guntas, all situated at Krishnarajapuram Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for residential/commercial purpose vide

Official Memoranda bearing Nos. BDS/ ALN (E) SR/55/2007-08 and No. BDS/ ALN (E) SR/60/2007-08 Dated 21-10-2008 and BDS/ALN/SR/(E)/240/2004-05, Dated 05-02-2005 issued by the Special Deputy Commissioner, Bangalore District and is bounded on:

East by : Land Bearing Survey No.10;

West by : Properties bearing Survey Nos. 16, remaining portion of Survey Nos. 14 and 15 and K. R. INN Hotel;

North by : National Highway No.4 and remaining portion of Survey No. 15;

South by : Properties bearing Survey Nos. 17/1,18, 11/2 and portion of Survey No. 13/1.

[B]Description of the Apartment agreed to be sold under this Agreement and undivided share to be allocated to the Apartment::

1. All that Residential Apartment bearing No. ………… on the ……………. Floor of Block Crest of “Monarch Aqua” being built on the Phase – I Land, having a Carpet Area of ………………. square feet andCovered/Open Car Parking Space/s in the basement and the Apartment is bounded on the:

 East by :

 West by :

 North by :

 South by :

1. ……………..% undivided share (equivalent to …… sqft.) in the Common Areas to be allocated to the Apartment in proportion to the area of the Apartment.

**Schedule – ‘B’**

(Floor Plan of the Apartment)

**Schedule – ‘C’**

(Payment Plan)

**Schedule – ‘D’**

(Specifications of the Apartment)

|  |
| --- |
| **STRUCTURE**  |
| BLOCKWORK OR EQUIVALENT MASONRY FOR EXTERNAL & INTERNAL WALLS  |
| INTERNAL WALLS PLASTERED & FINISHED WITH PUTTY  |
| **FOYER, LIVING ROOM & DINING**  |
| FLOORING WITH VITRIFIED TILES  |
| EMULSION PAINT FOR WALLS WITH OBD FOR CEILING  |
| **MASTER BED ROOM+DRESS**  |
| FLOORING WITH VITRIFIED TILES  |
| EMULSION PAINT FOR WALLS WITH OBD FOR CEILING  |
| **OTHER BEDROOMS & STUDY**  |
| FLOORING WITH VITRIFIED TILES  |
| EMULSION PAINT FOR WALLS WITH OBD FOR CEILING  |
| **KITCHEN**  |
| FLOORING WITH VITRIFIED TILES AND EMULSION PAINT FOR WALLS  |
| GRANITE COUNTER WITH 2 FEET CERAMIC GLAZED WALL TILE DADO  |
| ELECTRICAL & PLUMBING POINTS AS PER STANDARD REQUIREMENTS  |
| SINGLE BOWL KITCHEN SINK  |
| **BALCONY/TERRACE/DECK**  |
| FLOORING WITH CERAMIC TILES AND EXTERIOR EMULSION PAINT  |
| BALCONIES WITH RAILING  |
| **UTILITY**  |
| FLOORING WITH CERAMIC TILES  |
| EXTERIOR EMULSION PAINT  |

|  |
| --- |
| WASHING MACHINE PROVISION IN UTILITY  |
| **BATHROOMS**  |
| CERAMIC TILES FOR FLOOR WITH CERAMIC WALL TILE AS PER ARCHITECT DESIGN  |
| GRID TYPE FALSE CEILING IN BATHROOMS  |
| OIL-BOUND DISTEMPER FOR WALLS WITH WHITE WASH ABOVE FALSE CEILING  |
| CERAMIC SANITARYWARE WITH SHOWER MIXER, HEALTH FAUCET & BASIN MIXER  |
| PROVISION TO CONNECT WATER HEATER & EXHAUST FAN  |
| **LOBBIES, CORRIDORS & STAIRCASES**  |
| GROUND FLOOR ENTRANCE LOBBIES FLOORING IN POLISHED GRANITE/VITRIFIED TILES  |
| UPPER FLOOR LOBBIES, CORRIDORS & BASEMENT LOBBIES IN VITRIFIED TILES  |
| STAIRCASE FLOOR WITH KOTA FLOORING AND OIL BOUND DISTEMPER ON WALLS & CEILING  |
| **DOORS & WINDOWS**  |
| MAIN DOOR - ENGINEERED VENEER MOULDED PANEL DOORS  |
| INTERNAL DOORS - SKIN MOULDED PANELLED/FLUSH DOORS  |
| SLIDING DOORS FOR BALCONIES/SITOUT  |
| SLIDING WINDOWS  |
| **ELECTRICAL, AIR CONDITIONING, TELEVISION & TELEPHONE**  |
| DG POWER BACKUP FOR SERVICES INCLUDING LIFT, PUMPS, WATER SUPPLY, STP & COMMON AREA LIGHTING  |
| DG POWER BACKUP FOR LIGHTING AND 5AMPS PLUG POINT WITHIN APARTMENTS  |
| TV & TELEPONE POINT IN LIVING ROOM  |
| SPLIT AIR-CONDITIONING POINTS IN LIVING ROOM  |
| **ADDITIONAL FEATURES**  |
| LIFTS IN ALL BLOCKS  |
| SPRINKLER FIRE SAFETY SYSTEMS  |
| FIRE HYDRANT SYSTEM  |
| **ECO-FRIENDLY PROVISIONS**  |
| INDIAN GREEN BUILDING COUNCIL (IGBC) PRE-CERTIFIED  |
| RAIN WATER HARVESTING  |
| STP WATER TREATMENT  |
| *Note: Items listed are tentative & indicative in nature and subject to change.*  |

**Schedule – ‘E’**

# List of common amenities for the Project (Phase 1 & Phase 2)

|  |
| --- |
| **Ground Level** |
| Cycle stand facility |
| Pet park play area |
| Senior citizen Relaxation corner |
| Children's Play Area/Toddler Lot |
| Entrance & Exit separate for Residences & Commercial |
| Independent Basement Entry & Exit ramps |
| Multi-Sport Arena with Half Basketball play area |
| Security surveillance cameras in entrance lobbies |
| Staff Restroom in basement |
| Visitors Car Parking |
|  |
| **Indoor Facilities** |
| Business center & Library |
| Indoor games room |
| Nursery |
| Squash court |
| Lobby and waiting lounge |
|  |
| **Podium Level** |
| Amphitheater Court |
| Yoga & Meditation area |
| Swimming Pool with Children’s Pool |
| Party Lawn & Deck |
| Jogging Track |
|  |
| **Podium Level Indoor Facilities** |
| Banquet Hall |
| Fitness Center with Gymnasium |
| Landscape waiting area |
| Pre-Function area |

Amenities to be delivered in Phase - 1

|  |  |
| --- | --- |
| **Ground Level** |  |
| Cycle stand facility | Phase-1 |
| Pet park play area | Phase-1 |
| Senior citizen Relaxation corner | Phase-1 |
| Entrance & Exit separate for Residences & Commercial | Phase-1 |
| Security surveillance cameras in entrance lobbies | Phase-1 |
| Staff Restroom in basement | Phase-1 |
|  |  |
| **Indoor Facilities** |  |
| Business center & Library | Phase-1 |
| Indoor games room | Phase-1 |
| Lobby and waiting lounge | Phase-1 |
|  |  |
| Rain Water Harvesting System | Phase-1 |
| STP (Sewage Treatement Plants) | Phase-1 |
| Lifts | Phase-1 |
| Entrance Lobby | Phase-1 |
|  |

# Schedule – ‘F’

(The Rights and Obligations of the Allottee)

**I Rights of the Allottee:**

The Allottee shall have the following rights with respect to the Apartment:

1. The right and liberty to the Allottee and all persons entitled, authorized or permitted by the Promoter (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the internal roads, passages and common areas in the Project for ingress and egress and use in common.
2. The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., to the Apartment 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 Land.
3. Right to lay cables or wires for Radio, Television, Telephone and such other installations, through in any part of the Building, however, recognizing and reciprocating such rights of the owners of other apartments.
4. Right of entry and passage for the Allottee with/without workmen to other parts of the Building at all reasonable times for the purpose of repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any damage caused.
5. Right to use along with other owners of the Project all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Promoter or the Maintenance Agency or the Association of Allottees;
6. Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
7. Right to make use of all the common roads and passages provided in the Schedule ‘A’ Property without causing any obstruction for free movement therein.

**II Obligations of the Allottee:**

1. The Allottee acknowledges that the enjoyment of all or any of his/her easement rights are subject to the corresponding rights of the other occupants of other apartments and shall give the other co-owners all necessary support, vertical, horizontal and lateral etc. The supporting common walls of the Building shall be maintained and repaired in common by the Allottee with the owners and occupiers of the other apartments. None of the apartment owners shall place any obstructions or store or keep any articles in the Building Common Areas.
2. The Allottee shall indemnify the Promoter against all risks, costs and damages that the Promoter may be put to, vis-à-vis the construction of the Apartment or any part thereof on account of act on the part of the Allottee /s or his/her/their agents violating all or any of the terms of this Agreement.
3. The Allottee admits and acknowledges that the Promoter or its nominee/s or assignee/s reserves the right to display any hoardings, signboards, advertisements, in the Common Areas including club house, common entrance lobbies, main entrance to the Project, all frontages all internal, attached and external roads, lifts, installation of solar panels, communication and telecom towers on the building terraces within the Project, and nobody shall be allowed to obstruct the vision of such signboards / display.
4. The Allottee undertakes that the Building and the Common Areas and amenities shall be used in a responsible manner and shall not be used or permitted to be used for any purposes other than the purposes for which the same are intended and in accordance with the rules and regulations which shall be framed in this regard by the Promoter.
5. The Allottee undertakes not to commit any nuisance or do anything which may cause disturbance or annoyance to the owners/occupants of the Project.
6. The Allottee recognizes and acknowledges that the Common Areas and amenities including internal roads, car parking space for visitors, club house, landscapes of Phase I Development except the Building Common Area, shall be used by all occupants/ residents of the Project and of other phase on the Said Land. The residents/occupants of all the phases are entitled to use the Common Areas and amenities available in the Project. The Allottee recognizes that the Promoter shall carry out inspections, repairs and maintenance through its agents in the Building/Common Areas and amenities and the Allottee shall not object/obstruct/hinder the right of way or such activities by the Promoter or its agents during the balance development of the Said Land and or other phase on the Said Land. The Promoter shall also have right to access to the Apartment and / or adjoining apartments, to repair/rectify leakage/seepage, of any nature.
7. The Allottee agrees that the above terms and conditions shall be deemed as covenants, terms and conditions accepted and agreed between all the co-owners jointly and are enforceable by every co-owner against any other co-owner and the said covenants, terms and conditions shall run with the premises hereby agreed to be constructed (the Apartment)
8. The Allottee agrees, confirms and declares that the Promoter is authorized to sign, execute any application/undertaking and other papers, which may be required by any authority, such as BDA, BESCOM, KPTCL, BWSSB, KSPCB, MoEF, BBMP, Central Ground Water Development Authority, Airports Authority of India, Air Force, Indian Railways, National Highways and other Government/Local bodies/Authority of the State or Central Government for any reasons and or for any public service facilities like water, sewage or electricity, easementary rights over civic amenities and parks and open spaces for public or any requirement for the development of the Project and its benefit
9. The Allottee agrees that he/she/it shall abide by any order/circular/notification issued by any competent/appropriate authority, to provide uninterrupted access to the general public to the adjacent properties through the roads/ parks & open spaces/ Civic Amenity Spaces set aside. The Allottee agrees to abide by all the undertakings/ conditions/Agreements made by the Promoter with the

Authorities/Service Providers relating to the Project

1. The Allottee shall also observe and abide by all Rules, Regulations, Bye-laws, Acts, etc., prescribed by the State/Central Government, Planning Authority, Local Body, or any Authority in regard to ownership or enjoyment of the Apartment and pay all taxes, levies, cess, betterment charges, etc. whether applicable now or in suspension due to any judicial process or those that may be introduced in future.
2. The Allottee shall adhere to all safety measures/norms instructed and prescribed by the Promoter during visits to the Project site at all reasonable times for inspecting the works carried out without causing hindrance/disturbance/ obstruction to the development. The Promoter will not be liable for accidents, if any, caused during such inspection on account of Allottee failing to adhere to any of the safety norms prescribed by the Promoter.
3. The lump sum corpus fund ("Corpus Fund") of Rs. 30/- per sq. ft. (Rupees Thirty Only) per sq. ft. of the Saleable Area or as charged to all the apartment owners in proportion to the saleable area of the Apartment, shall be paid at the time specified in the Annexure \_\_\_\_ annexed herewith or on demand whichever is earlier, to the Promoter or its nominee. The said Corpus Fund will be retained by the Promoter in a nationalized bank and the interest earned thereon will be utilized for meeting the expenses of major assets and capital expenses of the Common Areas and facilities, its repairs etc., by the nominee of the Promoter. In case the interest accrued is, in the opinion of the Promoter or its nominee inadequate/insufficient to meet maintenance/capital expenses of the Project post completion, the Promoter or its nominee shall call for additional deposit and the Allottee shall pay the same immediately without any delay within fifteen (15) days of such demand. Upon formation of the Owner’s Association, the said Corpus Fund will be handed over by the Promoter to the Owner’s Association for holding and maintenance of the Project.
4. Prior to the handing over of possession of the Apartment to the Allottee, the Allottee shall be obligated to pay to the Promoter or its nominee an amount of Rs. 30/- (Rupees Thirty Only) per Square Feet, equivalent to 12 (twelve) months’ estimated maintenance, towards advance maintenance charges (the "Advance Maintenance Charges"). Once the Advance Maintenance Charges have been adjusted by the Promoter or its nominee towards the applicable maintenance charges, the Promoter or its nominee shall intimate the Allottee the quantum and

the date of commencement for payment of the periodic maintenance charges which shall be final and binding on the Allottee and shall be promptly paid as and when called upon by the Promoter or its nominee. However, any delay in the payment of periodic maintenance charges shall attract interest at the rate of eighteen percent (18%) per annum, calculated from the date on which such amount became due, till the date of actual payment thereof. In addition to this, any delay in the payment of periodic maintenance charges beyond a period of thirty (30) days will entitle the Promoter or its nominee to deny access to the lifts, car park circulation area, club house back up electricity and its facilities provided in the Project, which facilities are annexed hereto, to the defaulting party till such time the dues are paid along with applicable interest. This is without prejudice to any other remedies and recourse that may be available to the Promoter or its nominee under applicable law. The maintenance shall mean and include the maintenance of the Building and Common Areas in the Project.

1. The Purchaser/s in proportion to his/her/himself share along with the other owners of the Project Development shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.
	1. Maintenance of pump sets and other machineries, sanitary and electrical lines common in Project Development;
	2. Payment of electrical and Water charges for common services;
	3. Replacement of bulbs in streets, internal pathways, common areas and facilities;
	4. Maintenance of ground space, internal roads, garden in Project Development;
	5. Maintenance of landscape, pots and other plants in Phase-I Development and maintenance of swimming pool, club house, party area, recreation centre for indoor games, etc., provided as common amenities;
	6. Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators, administrative staff etc;
	7. Payment of monthly/yearly subscription and other charges payable to the club house;
	8. Any other area of maintenance not specifically mentioned above.
	9. Till such time as the formation of owners association / society is registered the service mentioned in the above clause will be carried by the Developer thereafter decision taken by the majority of owners and the interpretations of this clause would be determined by the decision of the majority of owners and repairs maintenance work carried out against payment of such same as may be determined by them time to time.

Should the Purchaser/s default payment due, for any common expenses benefits or amenities, the Developer or the owners association shall have the right to decide and deny such common benefits or amenities, including electricity and water connection from his enjoyment.

1. The Allottee agrees and undertakes to be part of formation of the Association of Owners in the Project/ Phase-I / Phase-II Development together with other allottee/s of the Project as and when called for by the Promoter. The Allottee shall not form any rival association/society, however members of the Association of the Owners shall have the right to choose the office bearers and/or the governing body of the Association of the Owners as per statutory regulations, rules, by-laws of the Association of the Owners and shall agree to be governed by bye-laws, rules and regulations of the Association of the Owners without any protest/demur.

1. The Allottee acknowledges that the amenities provided require timely and efficient maintenance system which involves constant monetary expenses, as part of the community living. The Allottee is responsible to share the maintenance cost proportionately with the other occupants of the Project and/or of phases to be developed on the Said Land, from the Possession Date.
2. Not to raise any construction in addition to the Apartment.
3. Not to use the space left open after construction in the Said Land or in the Project in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties
4. No owner including Allottee can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities in the Project.
5. The Allottee in the event of leasing the Apartment shall keep informed the Promoter or the Maintenance Agency or the Association of Allottees as the case may be, about the tenancy of the Apartment and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee contained in this Agreement shall be that of the Allottee and it shall be the responsibility of the Allottee to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in the Project.
6. The Allottee shall from the date of handing over possession, maintain the Apartment at his/her cost in a good condition and shall not do or suffer to be done anything in or to the said Apartment and/or the Common Areas, which may be against the rules and bye-laws of any statutory authority. The Allottee shall keep the Apartment walls, roof, drains, pipes and appurtenances thereto belonging in good condition and shall not do any work which jeopardises the soundness or safety of the Building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar.

**Restrictions**

1. The Allottee shall use the Apartment for residential purpose and no other purposes or no trade or any business shall be carried on in the Apartment. The Apartment shall not be converted to Service Apartments or Guest House for any Corporate or be used for any other commercial purposes.
2. The Allottee shall not create obstructions/hindrances of any kind ever, to the Promoter to carry out the balance development/construction of the buildings/ blocks/towers/wings, on the Said Land by utilizing full potential, in all respects, in a phased manner, till the completion of entire development of the Said Land and shall not object the use of roads, driveways, conduits, cables, etc., by the Promoter during construction of balance portions of the Project.
3. The Promoter may also undertake developments in the properties abutting and adjoining the Said Land from time to time and the Developer reserves the easementary rights in perpetuity in the roads and other passages leading to each of the building and other development/s in the Said Land and in the adjoining properties and it is a restrictive covenants of a perpetual easementary right which runs with the Said Land and is irrevocable under any circumstances. In view of the said proposed developments, the Developer and its successors and persons permitted by them are entitled to use and enjoy the common roads and passages to reach the remaining portions of the Said Land and the properties abutting/adjoining the same. Further, the Allottee/s shall have no right to question such use and enjoyment of the roads and passages in the Said Land for the Developer and its transferees.
4. The Allottee further agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings to the building that may be put up on the adjacent land with the existing electric, water, sanitary and drainage sources. The Allottee further agree and undertakes that he/she/they shall after taking possession of the Apartment or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s) / blocks outside / adjacent to the Projector claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Maintenance Agency, on any grounds including that the infrastructure required for the Building is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Agreement or under law in cases of breach, non-payment, defaults etc.,
5. In recognition of the Promoter having paid/being liable to pay a security deposit to the concerned authorities to build the Project as per plans and being liable to forfeiture of such deposits in the event any alteration/modification is carried out in the Apartment , without prior authorization, and in order to maintain the harmony of the Project, design and colour scheme, the Allottee shall not, individually or jointly, do, cause or permit to be done any structural alteration including putting /installing name board, advertisements, Cable TV Dish, Clothes drying Mechanisms, and/or air conditioners/split units, extending cables/ conduits/ exhaust pipes, Balcony Enclosures, grills or any other means or the exterior of the said Building shall not be changed in any manner or any structure whatsoever whether permanent or temporary or do any act/s diminishing the aesthetic value of the Building/Apartment, and or in the space not allocated (if any) for the purpose; In default whereof, the Allottee (individually or collectively with owners of the other apartments) shall be liable to the Promoter/concerned authorities , for the value of the security deposit and for all claims, costs, consequences, loss expenses, depletion in value or damage suffered by the Promoter, as the case may be.
6. The Allottee shall not have the right to fix any equipment, machinery, electronic, magnetic or electrical equipment including antennas, dish, etc., in the terrace or in the Building common area, except in the area earmarked for the same
7. The Allottee shall not dispose or throw garbage/rubbish/waste/used items in the building/Township Common Areas, open areas, roads, car parks, parks, ducts, etc., and shall strictly follow the rules and regulations for garbage segregation at source and disposal as prescribed by the Promoter. The Allottee will ensure pets are confined within the Apartment/designated area and ensure that the pest do not cause nuisance/disturbance to other occupants in the Project.
8. The Allottee shall while carrying on any interior / refurbishing work within the Apartment, not cause any nuisance/annoyance to the other occupants of the other apartments, nor shall damage/alter alignment/route of water services, sewer lines, water proofing of the toilets, balcony, or any other services and shall not use the Building/Common Areas, roads, open spaces in the Said Land for storing or dumping materials/debris, etc. The Allottee shall strictly observe all the rules, regulations and restrictions that may be generally/specifically imposed/prescribed by the Promoter and/or the Association of Owners for carrying on the interior decoration/maintenance work in Apartment. The Promoter and/or the Association of Owners shall have right to inspect the Apartment regarding execution of such interior works and adherence by the Allottee of all the rules, by giving reasonable notice to such Allottee.
9. The Allottee/s shall not be entitled to seek partition of his/her/their undivided share of land, by metes and bounds, in as much as the right to UDS shall be enjoyed by the Allottee/s along with the other apartment owners who are also entitled to the UDS applicable to their respective apartments.
10. The Allottee shall have no claim in the Project save and except in respect of the Apartment hereby Allotted as well as the right to use Common Areas in the manner set out in this Agreement.
11. The Allottee or anyone claiming through the Allottee shall not park his /her vehicle/s in the Building/Township Common Areas other than the Car Parking Space/s allotted to such Allottee. The Allottee further covenants and undertakes that he/she/it shall use the Car Parking Space/s, if any allotted, only for parking vehicle and shall not convert it to any other use nor shall put up or construct any wall or structure thereon. The Allottee shall not alter the parking spaces for any other use, in the event of any breach by the Allottee, the Promoter and/or the statutory authority shall have the right to restore it to the original state at the cost of the Allottee. It is clearly understood that the Car Park Space/s allotted and the car parked in the allotted slot by the Allottee shall be solely at the risk and cost of Allottee /tenant/resident and the Promoter shall not be responsible for any theft, damage, etc., to the car/vehicle, for any reason and Promoter shall be indemnified by the Allottee(s) for any claims, demands, etc., arising there from. The Allottee shall abide by the access control and Car Parking Space usage regulations implemented, from time to time, by the Promoter/ Association/ Society.
12. That the consideration agreed herein is based on the mutual negotiations between the Allottee and the Promoter, and the Allottee shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the Project for any reason whatsoever.
13. That the Allottee is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed from time to time and all of which shall be completed with the completion of the entire Project. The completion of the Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Purchaser to claim any damages on the First Party.
14. The Allottee agrees not to obstruct or cause hindrances or raise any objections, at any time, to the Promoter rights to develop/use the Project Common Area and Amenities and the Promoter shall have unfettered right and shall be free to carry out such construction commercial / residential / or as may be deemed fit by the Promoter, including inter alia buildings/amenities/infrastructure facilities in phase manner, subject to necessary statutory sanctions/approvals as may be required, from time to time

# TERMS AND CONDITIONS OF USE OF ALLOTTEE CAR PARKS

The Allottee shall at all times be bound by the terms and conditions of use of the Car Parks as listed under:

1. The Allottee will at all times act responsibly and safely in the use of the Car Parks and comply with all directions given by the Promoter in the day to day use of the Car Parks.
2. The Allottee will use the Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Apartment and for no other purpose whatsoever.
3. The Allottee will not bring into the Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Allottee will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other allottees.
5. The Allottee will not bring into or on the Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Allottee Car Parks.
6. Parking and use of the Car Parks is solely at the Allottee’s risk. The Allottee will have no claim against the Promoter or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Promoter or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Allottee’s use of the Car Parks. Furthermore, the Allottee will indemnify the Promoter against any such claims and the costs thereof.
7. The Allottee will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Allottee will only use the Car Parks so allocated and will recognise the Promoter’s right to re-allocate spaces as required.
9. The Allottee’s vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
10. Vehicles of the Allottee shall be parked within the lines designating the Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
11. The Allottee must:
	1. observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Promoter /Association from time to time;
	2. advise the Promoter Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Promoter/Association, and shall notify the Promoter /Association in the event of any change in respect of the same.
12. The Promoter or its contractors may access any part of the Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
13. Alteration of Terms and Conditions in this Annexure:
	1. The Promoter /Association may vary these terms and conditions by adding, altering or deleting any of them.
	2. The Promoter may charge the Allottee a penalty if the Allottee violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Car Parks.

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