

B-803

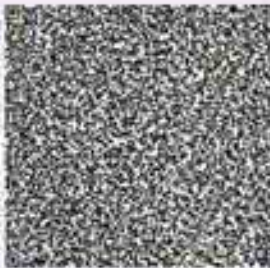


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA79222515809335Q
Certificate Issued Date : 18-Jun-2018 10:52 AM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIVANADA/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0801027461115573Q
Purchased by : MAHIPAL SINGH
Description of Document : Article 5 Agreement relating to Sale of Immoveable property
Description : AGREEMENT TO SELL
Consideration Price (Rs.) : 0
(Zero)
First Party : MASSEY INVESTMENTS PVT LTD AND PLATINUM PROPERTIES
Second Party : MAHIPAL SINGH
Stamp Duty Paid By : MAHIPAL SINGH
Stamp Duty Amount(Rs.) : 5,750
(Five Thousand Seven Hundred And Fifty only)



Please write or type below this line.....

For Massey Investments Pvt. Ltd.

MS Singh

Authorized Signatory

For Platinum Properties Partner
Partner

For Marigold Properties
For Platinum Properties

H. K. Singh
Partner

*Received
Digital
Bumrah*

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shilestamp.com". Any discrepancy in the details on this Certificate and its available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS ENTERED INTO ON THIS THE 18th DAY OF JUNE 2018 AT BANGALORE BY AND BETWEEN:

MASSEY INVESTMENTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No. 4/5, Millers Road, Bangalore 560 052 and represented herein by its Director /Managing Director, Mr. Kuntal R. Amin hereinafter referred to as the "**Owner**" (which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title, administrators and assigns) of the **FIRST PART**;

AND

PLATINUM PROPERTIES, a registered partnership firm having its principal office at 33, Crescent Road, High Grounds, Bangalore -560001 and represented herein by its Partner (i) Mr. Hitesh Jain, hereinafter called the "**Developer**" (which expression shall wherever it so requires shall mean and include its partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, as the case may be and their permitted assigns) of the **SECOND PART**;

The Owner and the Developer are collectively referred to as the "**Vendors**".

AND

- (1) **Mr. MAHIPAL SINGH**, aged about 37 years, S/o Mr. Prathvi Singh, residing at No. 143, 12th B Main Road, 6th Block Rajajinagar, Bengaluru - 560010, hereinafter referred to as "**Purchaser No. 1**";

Purchaser No. 1 are hereinafter referred to as the "**Purchaser/s**" (which expression shall, wherever the context so requires or admits, mean and include, his/her/their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**

WHEREAS:

- A. The Owner is the sole and absolute owner of all that piece and parcel of immoveable property being the land bearing Survey No. 48/4A measuring 2 Acres 30 Guntas situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk, which is more fully described in the **Schedule A** hereto and hereinafter referred to as "**Schedule A Property**".
- B. The Owner has acquired title to Schedule A Property in the following manner:
- (i) Mr. V. Malla Reddy acquired title to Schedule A Property under the Sale Deed dated 20.10.1966, registered as Document No. 4178 of 1966-67 stored in Book I, Volume 614 at Pages 138 to 141 in the office of the Sub Registrar, Bangalore South. Pursuant thereto khata in respect of Schedule A Property was changed to the name of Mr. V. Malla Reddy as per Entry No. MR 2 of 1967-68 made in the Mutation Register;
 - (ii) Pursuant thereto, Mr. V. Malla Reddy conveyed Schedule A Property under Sale Deed dated 3.12.2001, registered as Document No. BNG (U)-KNOR/11325/2001-02 (stored in CD No. 75) in the office of the Sub Registrar, Kengeri in favor of Mrs. Sujaya Prasad. Consequently, Entry No. MR 5 of 2001-02 has been made in the Mutation Register recording the aforementioned sale and khata in respect of Schedule A Property was changed to the name of Mrs. Sujaya Prasad;
 - (iii) Mrs. Sujaya Prasad has made an application to the Deputy Commissioner to grant permission to use Schedule A Property for non agricultural residential purposes and pursuant thereto the Deputy Commissioner, Bangalore District has granted permission to use the Schedule A Property for non agricultural residential

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. Kuntal R. Amin

[Signature]
Authorised Signatory

H. Hitesh Jain
Partner

purposes vide, Official Memorandum bearing No. B.Dir:ALN(S)SR(K.T) 162 of 2003-04 dated 2.4.2004;

- (iv) Thereafter, Mrs. Sujaya Prasad entered into a Joint Development Agreement dated 2.12.2005, registered as Document No. KEN-1-18184-2005-06 (stored in CD No. KEND242) in the office of the Sub Registrar, Kengeri with Mr. Vasudeva Shetty in respect of Schedule A Property, where under the parties have agreed to form a residential layout and share the residential sites in the manner provided therein. Pursuant thereto, a Power of Attorney dated 2.12.2005, registered as Document No. KEN-4-00464-2005-06 (stored in CD No. KEND242) in the office of the Sub Registrar, Kengeri has been executed by Mrs. Sujaya Prasad authorizing and appointing Mr. Vasudeva Shetty as her attorney to do the acts in the manner specified therein.
 - (v) The parties to the Joint Development Agreement dated 2.12.2005, have cancelled the Joint Development Agreement dated 2.12.2005 and Power of Attorney vide, (i) Cancellation Deed dated 27.4.2006, registered as Document No. KEN-1-03258-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri and (ii) Deed of Cancellation of Power of Attorney dated 27.4.2006, registered as Document No. KEN-4-00049-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri
 - (vi) Pursuant thereto, Mrs. Sujaya Prasad has executed Sale Deed dated 27.4.2006, registered as Document No. KEN-1-03263-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri, conveying Schedule A Property in favor of Massey Investments Private Limited (i.e., the Owner herein).
 - (vii) Pursuant to the aforementioned sale, khata in respect of Schedule A Property has been changed to the name of the Owner herein in the records of the Bruhat Bangalore Mahanagara Palike ("BBMP"). BBMP has assigned Khata No. 2602/32/48-4A-2602 to Schedule A Property.
- C. Pursuant thereto, the Owner has entered into a Joint Development Agreement dated 09.12.2013, registered as Document No. KEN-1-09284-2013-14 (stored in CD No. KEND550) in the office of the Sub Registrar, Jayanagar (Kengeri) with M/s. Platinum Properties in respect of Schedule A Property ("Joint Development Agreement") and pursuant to the Joint Development Agreement and as agreed thereof, the Owner has executed a Power of Attorney dated 09.12.2013, registered as Document No. KEN-4-00301-2013-14 (stored in CD No. KEND550) in the office of the Sub Registrar, Jayanagar (Kengeri) in favour of Mr. Rajas Jain and Mr. Umang Badjatya authorizing and appointing the Developer herein as its Owner to carry out the acts specified therein.
- D. In terms of the Joint Development Agreement, the Developer has formulated a plan for development of Schedule A Property into multi-storied residential apartment complex to be named as 'Princeville' comprising of 3 Blocks of Stilt plus Ground plus 13 floors comprising of common facilities / amenities such as swimming pool, clubhouse, common pathways, open areas and other common areas ("Project"). The Developer and the Owner will hereinafter be referred together as the "Vendors".
- E. In connection with the proposed construction and development of the Project, the Vendors have obtained the requisite approvals and no-objection certificates from the concerned governmental, statutory and regulatory authorities. The details and list of approvals obtained by the Vendors in connection with the Project are annexed as **Annexure 2** to this Agreement.
- F. Pursuant thereto the BBMP has accorded its sanction for the building plans to be constructed on Schedule A Property vide, BBMP, Addl. Dir. South/0176/2012-13 dated 14.2.2013. The approved building plans in respect of development of the Project are hereinafter referred to as the "**Approved Plans**" and are annexed as **Annexure 1** to this Agreement;

For Massey Investments Pvt. Ltd. For Platinum Properties

M. H. Jain

2 *[Signature]*
Authorized Signatory

[Signature]
Partner

- G. As per the scheme of construction and development of the Project formulated by the Vendors is proposed to be constructed in phases and as per the scheme, prospective customers or persons who are desirous of owning apartment/s in the Project could be nominated by the Vendors to purchase undivided share in portion of said Schedule A Property from the owner along with residential developments to be constructed on the Schedule A Property.
- H. The Purchaser/s being satisfied with the title of the Vendors to the Schedule A Property, and the arrangement of the scheme formulated by the Vendors with regard to the Schedule 'A' Property, the Approved Plans and have agreed to the terms and conditions set forth in this Agreement and requested the Vendors to sell to the Purchasers, residential apartment/ unit bearing No. 803 having a super built up area of 1495 sq. ft. (carpet area of 1068 sq. ft) situated on Eighth Floor of B Block in the Project to be constructed on Schedule A Property ("Apartment/Unit") along with the right to use one covered car parking space in the stilt of B Block in the Project ("Car Park"). The Apartment/ Unit along with the Car Park which is the subject matter of this Agreement is more fully described in Schedule C hereto and hereinafter referred to as **Schedule C Residential Apartment**. The Schedule C Residential Apartment shall be constructed as per the specifications provided in the Annexure 3 annexed to this Agreement; and along with the proportionate undivided share in the Schedule A Property hereunder which is more particularly described in the **Schedule B** hereto and is hereinafter referred to as the "**Schedule B Property**" for a consideration set forth hereinafter in the Agreement.
- I. The Parties are now entering into this Agreement to record their understandings on the terms and conditions on which the Vendors shall convey and the Purchaser shall purchase Schedule C Apartment and Schedule B Property (hereinafter collectively referred together as the "**Schedule Property**") and matters related and incidental thereto.

NOW THIS AGREEMENT FOR SALE WITNESSESS AS FOLLOWS:

1. AGREEMENT:

That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the parties hereto and in consideration of the advance /earnest money paid the Purchaser to the Vendors, the Vendors do hereby agree to sell to and in favour of the Purchaser and the Purchaser hereby agrees to Purchase the Schedule Property (i.e., Schedule C Apartment along with the Schedule B Property) on terms and conditions set out herein

2. CONSIDERATION AND PAYMENTS

- 2.1. The basic sale consideration payable by the Purchaser/s to the Vendors for the sale/conveyance of the Schedule Property (i.e., Schedule C Residential Apartment and Schedule B Property) is ₹. 57,47,115/- (Rupees Fifty Seven Lakhs Forty Seven Thousand One Hundred & Fifteen only) out of which ₹.32,89,000/- (Rupees Thirty Two Lakhs Eighty Nine Thousand only) is payable towards the Schedule C Residential Apartment and ₹.24,58,115/- (Rupees Twenty Four Lakhs Fifty Eight Thousand One Hundred & Fifteen only) is payable towards Schedule B Property, by the Purchaser to the Vendors ("**Basic Sale Consideration**") in the following manner:

a	An amount equivalent to 20% of the Basic Sale Consideration	₹. 11,49,423/- (Rupees Eleven Lakhs Forty Nine Thousand Four Hundred & Twenty Three only) by way of Cheque No. <u>382137 & 382162</u> dated <u>04/08/2017 & 12/01/2018</u> drawn on <u>Karnataka Bank, Bangalore</u> branch, <u>Bangalore</u> . The Vendors hereby acknowledge the receipt of the aforementioned sum.
b	On Completion of Stilt Slab	₹.4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. S. Sinha

3
Authorised Signatory

H. K. Jain
Partner

c.	On Completion of the First Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
d.	On Completion of Third Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
e.	On Completion of Fifth Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
f.	On Completion of Seventh Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
g.	On Completion of Ninth Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
h.	On Completion of Eleventh Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
i.	On Completion of Thirteenth Floor Slab	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
j.	On Completion of Block Work of the Schedule B Residential Apartment	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
k.	On Completion of Plastering Work of the Schedule B Residential Apartment	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
l.	On Completion of Flooring Work of Schedule B Residential Apartment	₹4,02,298/- Rupees Four Lakhs Two Thousand Two Hundred Ninety Eight Only
m.	On completion of the Schedule B Residential Apartment	₹1,72,413/- Rupees One Lakhs Seventy Two Thousand Four Hundred & Thirteen Only
	Total	₹57,47,115/- Rupees Fifty Seven Lakhs Forty Seven Thousand One Hundred & Fifteen Only

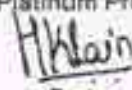
- 2.2. The Purchaser assures the Vendors that Basic Sale Consideration payable as set forth in Clause 2.1 of this Agreement shall be paid by the Purchaser herein, without any delay, default or demur on the part of the Purchaser. The Purchaser/s hereby agree and acknowledge that the default in payments of the Basic Sale Consideration in the manner provided in Clause 2.1 of this Agreement would affect the development and construction of the entire Project, expose the Vendors to financial loss and also affect the completion of the Project.
- 2.3. In addition to the aforementioned Basic Sale Consideration, the Purchasers shall be required to pay maintenance charges, other charges, taxes and fees payable in terms of this Agreement towards Bangalore Water Supply and Sewerage Board, Bangalore Development Authority, Bruhat Bangalore Mahanagara Palike, Village Panchayat or other Government/Statutory Authority Taxes, deposits or other charges and levies demanded or required to be paid towards the installation of transformers, cables, electrical equipments, water and sanitary connections, service charges, proportionate cost of captive power utilised for the generator, solar heater and any other charges that may be applicable and as may be intimated by the Vendors to the Purchaser/s during the term of this Agreement ("Deposits and Charges"). The Purchasers hereby unconditionally agree and undertake to pay the Deposits and Charges, in addition to the Basic Sale Consideration stated hereinafter, without any protest, delay or demur to the Vendors as and when required by the Vendors, in any event prior to the execution of Deed of Sale of an Apartment by the Vendors in favor of the Purchaser/s.
- 2.4. The Purchaser hereby represent and warrant that they shall at all times during the subsistence of the Agreement abide by the payment of the Basic Sale Consideration, Deposits and Charges in respect of the Schedule Property as per timelines specified in

For Massey Investments Pvt. Ltd.

For Platinum Properties



 Authorised Signatory


 Partner

terms of this Agreement. The Vendors shall be entitled to terminate this Agreement in terms hereof, if the Purchasers do not adhere to the timelines specified herein.

- 2.5. The Purchaser shall pay Basic Sale Consideration by way of cheque/demand draft payable at par (as agreed between the Vendors and Purchasers), drawn in favor of 'Platinum Massey Properties' and shall pay all other amounts that are payable under this Agreement (including the (a) Deposits and Charges, (b) Maintenance Charges (defined hereinafter), (c) Club Membership Fee (defined hereinafter) and (d) any other amounts, to the Vendors by way of cheque/demand draft payable at par (as agreed between the Vendors and Purchasers), drawn in favor of Platinum Properties.

3. DELAY OR DEFAULT IN PAYMENTS:

- 3.1. In the event of any default or delay in payment of: (a) Basic Sale Consideration in the manner set out in Clause 2.1 of this Agreement, (b) Deposits and Charges, (c) Maintenance Charges (defined hereinafter), (d) Club Membership Fee (defined hereinafter) by the Purchaser/s, the Vendors shall be entitled to:

- 3.1.1. charge interest on the defaulted installments at the rate of 24% per annum from the date of default till date of payment; or

- 3.1.2. Forfeit an amount equivalent to 20% of the amount paid by the Purchaser and rescind/terminate this agreement, if the delay/default in payment continues for a period of 3 months, from the date the payment was due.

- 3.1.3. In addition to the above, the Purchaser/s shall pay entire amount of interest that may have accrued for non payments till the date the Vendors rescind the Agreement. The Purchaser hereby agrees and acknowledges that:

(a) The balance amount, if any, after payment of interest amount as stated hereinabove, will be refunded to the Purchaser in terms of this clause within 2 weeks from the date of execution and registration of Deed of Sale of an Apartment of the Schedule Property to third party/ies after deducting administration charges, if any.

(b) In the event the amounts paid by the Purchaser is less than (i) 20 % of the total sum paid to be forfeited and (ii) the entire amount of interest due and payable, exceeds the total amount paid by the Purchaser to the Vendors under this Agreement, in such event the total amount paid by the Purchaser to the Vendors shall stand forfeited.

- 3.1.4. It is hereby agreed and acknowledged by the Purchaser that the Vendors shall, subsequent to rescinding the Agreement in terms of Clause 3.1.3 above, be entitled to re-allot and re-sell the Schedule Property to third parties on such terms and conditions as the Vendors deems fit.

- 3.2. The Vendors may terminate/ rescind the Agreement under Clause 3 of this Agreement, by providing a notice to the Purchaser by way of either registered post or by courier giving 21 days time to make payment and on the failure of the Purchaser to make payment within the notice period.

- 3.3. On cancellation of the Agreement and the deductions/ payments made in terms of Clause 3.2 above, the Vendors shall have the right to sell the Schedule Property to any person on such terms and conditions as they deem fit.

4. PLAN SANCTIONS, APPROVALS AND FAR

- 4.1. The Vendors have obtained Approved Plans as specified in the Recitals to this Agreement and also in connection with the Project, obtained approvals as listed in Annexure- 2 of this Agreement. The Vendors shall have the right to make such variations or modifications to the Approved Plans /designs/specifications to the Project,

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. S. Sinha

5
Authorized Signatory

H. K. Jain
Partner

as may be required/approved by the BBMP, Bangalore Development Authority or other Government/Statutory Authorities or where such changes or otherwise are deemed to be necessary or though fit by the Vendors, without however substantially altering the dimensions of the Schedule B Residential Apartment. The Vendors shall also be entitled to alter the specifications/amenities mentioned in the Annexure- 3 annexed hereto by substituting equivalent items;

- 4.2. The Vendors have availed the FAR as per the present laws for the development of the Project in the Approved Plans. The Vendors shall always have the right to obtain a modification of the Approved Plans at a later date to avail the additional FAR on the Schedule A Property if the same becomes available. The Vendors are entitled to segregate the unutilized area or FAR in the Schedule A Property for future development and seek a separate Khata from the respective authority, if necessary for such unutilized FAR and develop such demarcated area as a residential development or a commercial development at their discretion and the Purchasers shall have no objection to this.

5. CONSTRUCTION/ DEVELOPMENT

- 5.1. Subject to Clause 5.4 below, The Vendors hereby agree to complete the construction of and hand over the Schedule B Residential Apartment to the Purchaser on or before **30th June, 2018**. In the event the Vendors are unable to complete the construction of the Schedule B Residential Apartment within the aforementioned period, the Vendors shall be entitled for a grace period of 6 (six) months for completion of construction of the Schedule B Residential Apartment.
- 5.2. On completion of the construction of the Schedule B Residential Apartment by the Vendors, the Vendors shall intimate to the Purchaser that Schedule B Residential Apartment is ready for hand over and the Purchaser shall within 7 (seven) days of such intimation pay (a) the balance of Basic Sale Consideration, (b) Deposits and Charges, (c) Maintenance Charges, (d) Club Membership Fees and (e) other charges payable in terms of this Agreement. Only thereafter shall the Purchaser/s be entitled to possession and conveyance of the Schedule C Residential Apartment and Schedule B Property in terms of this Agreement.
- 5.3. The date of completion of the construction of Schedule C Residential Apartment for the purposes of this Agreement shall mean the date certified by the Architect of the building Project that the apartment/s are ready for occupation.
- 5.4. The date of completion of construction and handing over of Schedule C Residential Apartment as stipulated in Clause 5.3 is subject to variation on account of :
- (a) Force majeure / Act of God
 - (b) Government Orders/restriction/control
 - (c) Delay in issue of NOC/permissions, Occupancy Certificate, Sanction by Government and Statutory Authorities / Local bodies in respect of the Project.
 - (d) Delay in providing electrical, water and sewerage connections by various authorities to the Project
 - (e) Non-availability, non-supply of construction materials/labor etc.,
 - (f) Modifications/changes in apartment or its specifications, undertaken by the Vendors at the options of the Purchaser
 - (g) Delay/default in payments by the Purchaser
 - (h) Any other reason beyond the control of the Vendors.

On happening of any of the above events, the date of completion of construction and handing over of Schedule B Residential Apartment by the Vendors to the Purchaser shall be postponed/varied proportionately to a future date in view of the delay caused and the Purchaser is not entitled for any compensation for delay in completion/delivery of the Schedule B Residential Apartment.

- 5.5. In the event delay in handing over the Schedule B Residential Apartment to the Purchaser for the reasons otherwise than stated in Clause 5.4 above, the Vendors hereby agree to

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. Srinivas

6

Authorised Signatory

H. K. Jain
Director

pay a sum of Rs.3/- (Rupees Three Only) per square feet per month of the super built up area of Schedule B Residential Apartment as compensation for such delay. It is hereby clarified that the compensation as agreed under this clause shall be paid to the Purchaser by the Vendors for the period commencing after the grace period specified Clause 5.1 and ending on the date of intimation of completion of the construction of Schedule B Residential Apartment in terms of Clause 5.2 of this Agreement, on the date of execution and registration of Deed of Sale of an Apartment in respect of the Schedule B Residential Apartment to the Purchasers. Further it is clarified that during the aforementioned delay, if construction or development activities in the Project are hindered because of reasons stated in Clause 5.4 above, then such number of days for which the delay was caused due to reasons specified in Clause 5.4 shall be deducted from the compensation payable.

- 5.6. **Common Amenities and Club House Charges:** The Vendors, as a part of the Project is providing a Club House and all other amenities as specified in **Annexure 2** of this Agreement. Therefore in addition to the Basic Sale Consideration, Deposits and Charges payable, the Purchaser shall also be liable to pay an onetime club membership fee of **₹. 1,50,000/- (Rupees One Lakh Fifty Thousand only) ("Club Membership Fee")** to the Vendors on or before execution of the Deed of Sale of an Apartment in respect of the Schedule Property. The Purchasers hereby agree and acknowledge that the Club Membership Fee payable hereunder in terms of this Agreement forms an integral part of the scheme of development of the Project to be developed by the Vendors herein. The Club Membership Fee will have to be paid before or at the time of execution of the Deed of Sale of an Apartment.
- 5.7. **Common Areas in the Project:** The Purchaser hereby agrees and acknowledges that the Vendors have the right to demarcate garden areas, terrace areas, parking areas and still areas out of the available common areas and allot these areas to specific owners of the Apartments in the Project for their exclusive use and enjoyment. The Vendors hereby agree and acknowledge that the car park space allotted to the share of the Purchaser and morefully set out in **Schedule B** hereto is exclusive to the Purchaser and no other person shall have right over the same. It is further clarified that the Purchaser shall not have any right to put up any construction in these allotted common areas and car park space.

6. DEFECT LIABILITY PERIOD

- 6.1. The Purchaser shall not make any claim against the Vendors with regard to the construction of the Schedule B Residential Apartment or in respect of the common areas, on the Purchaser being put in possession of the Schedule B Residential Apartment by the Vendors. However, in the event of there being any structural defects, the Vendors shall be obliged to rectify the same only upto a period of 1 (one) year from the date of (i) handing over of possession of the Schedule B Residential Apartment to the Purchaser or (ii) as per the intimation provided by the Vendors to the Purchaser in terms of Clause 5.2 of this Agreement, whichever is earlier. It is clarified herein that normal wear and tear, cracks in plastering, being a natural phenomenon, shall not be considered as a defect.
- 6.2. The Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any construction in the bathroom in respect of the Schedule B Residential Apartment, without the written consent of the Vendors. If any of such works are carried out without the written consent of the Vendors, the Purchaser/s shall not be entitled to the warranty regarding the defect liability of the Vendors and the same shall automatically stand extinguished and the Purchaser shall be liable for the consequences thereof.

7. MAINTENANCE

- 7.1. The Vendors may undertake maintenance and upkeep of common areas, amenities and facilities in the Project or entrust the same to a management/ maintenance company. The Purchaser shall, be liable to pay to the Vendors, a sum of **₹. 53820/- ("Maintenance Charges")** as maintenance charges for a period of 1 (one) year commencing from the (i) date of handing over of the Schedule B Residential Apartment to the Purchasers or (ii) on the completion of the construction of the Project, whichever is earlier, calculated at the rate of **₹.3/-** per square feet per month of the super built up area of the Schedule B Residential Apartment, as maintenance charge at the time of (a) the Vendors handing

For Massey Investments Pvt. Ltd.

For Platinum Properties

Authorized Signatory

Partner

over the possession of the Schedule B Residential Apartment to the Purchasers or (b) before the execution and registration of Deed of Sale of an Apartment in respect of Schedule B Residential Apartment, whichever is earlier. The Maintenance Charges so received from the Purchaser herein and the other purchasers of the apartments in the Project shall be utilised by the Vendors for maintenance of the common amenities, facilities and infrastructure in the Project. The Purchasers hereby agree and acknowledge that the Maintenance Charges payable hereunder is in addition to the Sale Consideration, Deposits, Charges, Club Membership Fee in respect of Schedule B Residential Apartment.

- 7.2. The Vendors shall have the right to revise the Maintenance Charges after a period of one year from (i) the date of handing over of Schedule B Residential Apartment or (ii) completion of the construction of the Project, whichever is earlier, as certified by the project architect and continue to collect the maintenance charges from the Purchaser till the formation of the Apartment Owners Association by the owners of apartment in the Project.
- 7.3. The Purchaser hereby agrees to permit the Vendors and/or maintenance company, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule B Residential Apartment or any part thereof, for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all amenities such as drains, pipes, wires used in Schedule B Residential Apartment or other apartments in the building wherein Schedule B Residential Apartment is a part thereof.

- 7.4. The Purchaser hereby agrees to pay such additional charges to the Vendors in case the Maintenance Charges paid are not sufficient or expended to meet the charges incurred towards maintenance of the Project.

8. TAXES AND DEPOSITS:

- 8.1. The Purchaser shall be liable to pay Value Added Tax (VAT) on the Basic Sale Consideration and service tax at the rates in force at that point of time to the Vendors who in turn will remit the same to the concerned department/s.
- 8.2. The Parties to the Agreement agree and acknowledge that the VAT payable is subject to change as per the statutory norms prevailing from time to time. The Purchaser shall pay the differential amount for the above if any to the Vendors as and when the same comes into effect and as demanded by the Vendors. The differential amount payable if any will be intimated at the time of the handing over the possession of the Schedule B Residential Apartment or any time thereafter which will be based on the prevailing rates and at the amount incurred then, the Purchaser undertakes to pay the difference therein immediately to the Vendors based on the demand raised by the Vendors.
- 8.3. The Purchaser shall pay the Deposits and Charges, or levies demanded or required to be paid to the Bangalore Electrical Supply Company Limited, Bangalore Water Supply and Sewerage Board, Bangalore Development Authority, Bruhat Bangalore Mahanagara Palike, Village Panchayat or other Government/Statutory Authority Taxes/Levies/development charges payable to the local authority/Central/State Government, betterment or other levies in regard to the construction of the Schedule B Residential Apartment and proportionate cost of Transformers, cables and infrastructure development charges and other overheads and charges as set out in this Agreement.

9. COVENANTS OF THE VENDORS:

- 9.1. The Vendors do hereby covenant with the PURCHASER the following:-
- 9.1.1. That the Owner is the sole and absolute owner in possession of the Schedule A Property and the Owner has absolute, clear and marketable title to the Schedule A Property and is legally competent to enter into this Agreement with the Purchaser.
- 9.1.2. That the Schedule A Property is free from all types of encumbrances, charges, liens and dependents of any kind and the Schedule A Property is not the subject matter of any

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. S. Singh

8

Authorised Signatory

H. K. Jain
Partner

legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any courts, other legal forums, and statutory authorities including taxation authorities.

- 9.1.3. That the Vendors have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule Property other than the Purchaser herein.
- 9.1.4. That the Vendors will sign all the necessary papers, documents with regard to transfer of khatha of the Schedule Property in favour of the Purchasers on the due execution and registration of a deed of sale of an apartment in favour of the PURCHASER.
- 9.1.5. That the Vendors shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in respect of the Schedule Property in the hands of the Purchasers, prior to the execution of a Deed of Sale of Apartment in favour of the Purchaser.
- 9.1.6. That the Vendors shall duly hand over physical and vacant possession of the Schedule B Residential Apartment in favour of the Purchaser on execution and registration of the Deed of Sale of an Apartment in favour of the Purchaser on the Purchasers complying with terms of this Agreement and making all payments to the Vendors under this Agreement including the Sale Consideration.
- 9.1.7. That the Vendors have on this day handed over the photo copies of all documents of title relating to the Schedule A Property and the Approved Plans to the Purchaser.
- 9.1.8. That the VENDORS shall, if required, sign the necessary papers, forms etc., including the Deed of Declaration as required under the provisions of the Karnataka Apartments Ownership Act 1972 or the statutory modifications thereof.

10. COVENANTS OF THE PURCHASER

- 10.1. The Purchaser covenants with the Vendors as follows:
 - 10.1.1. That the Purchaser has examined all the title records relating to Schedule A Property and also the Approved Plans, building plan sanction, etc. and is entering into this Agreement after fully satisfying himself/herself of their correctness and validity and also agrees not to question the same in any manner in future.
 - 10.1.2. That the Purchasers shall not raise any construction other than the Schedule B Residential Apartment and shall not use or permit or put up any construction in and around Schedule B Residential Apartment in any manner which would diminish the value or utility of Schedule A Property or any construction made therein.
 - 10.1.3. That the Purchaser covenants that the Purchaser will own and enjoy the undivided share and interest agreed to be sold and conveyed in common with the other purchasers of the undivided share, right, title and interest in the land comprised in Schedule A Property and shall not seek partition or division or separate possession of Schedule C Property under any circumstances.
 - 10.1.4. That the Purchaser and/or his nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the apartment building on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this Agreement.
 - 10.1.5. That the Purchaser or the occupier of the Schedule B Residential Apartment shall not by virtue of this Agreement or Deed of Sale of an Apartment acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartment / apartments.
 - 10.1.6. That the Purchaser shall not seek for refund of Club Membership Fee, Maintenance Charges, Deposits and Charges and other fees paid in terms of this Agreement by the

For Massey Investments Pvt. Ltd.

M. K. N. N.

9
Authorized Signatory

For Platinum Properties

H. K. N.

Purchaser and to the Vendors or the association of owners for the purpose of the maintenance of the building and all its common areas and facilities in the Project.

- 10.1.7. That the Purchaser shall pay all Deposits and Charges, Maintenance Charges, Club Membership Fee and all other amounts payable under this Agreement within 7 (seven) days of receipt of intimation from the Vendor that the Schedule B Residential Apartment is ready for hand over. It is hereby further clarified that the Basic Sale Consideration shall be paid by the Purchaser in the manner as specified in Clause 2.1 of this Agreement.
- 10.1.8. Regardless of taking possession of the Schedule B Residential Apartment and Schedule C Property in terms of this Agreement after paying the Sale Consideration, Deposits and Charges, Maintenance Charges, Club Membership Fee and all other amounts payable under this Agreement, the Purchaser shall be liable to pay all applicable municipal taxes and maintenance charges in respect of the Schedule C Residential Apartment and Schedule B Property from the date of receipt of intimation from the Vendor that the Schedule C Residential Apartment is ready for hand over.
- 10.1.9. The Schedule B Residential Apartment shall not be put to any use other than for residential use.
- 10.1.10. Notwithstanding anything stated anywhere else in this Agreement, the Purchaser may insist on the execution of Deed of Sale of an Apartment in respect of the Schedule B Residential Apartment or shall take possession of the Schedule B Residential Apartment only after payment of the entire Sale Consideration, Deposits, Charges, Maintenance Charges, Club Membership Fee, other charges, taxes and fees payable in terms of this Agreement towards BESCOM, BWSSB deposits or other charges and levies demanded or required to be paid towards the installation of transformers, cables and other electrical equipments, water and sanitary connections, service charges, proportionate cost of captive power utilized for the generator, solar heater and any other charges that may be applicable towards the same to the Vendors. The Vendors shall have a right but not an obligation to terminate this agreement, in terms of Clause 3 of this Agreement, if the Purchasers continue to remain in default to pay any of the following amounts (i) Sale Consideration, (ii) Deposits, Charges, (iii) Maintenance Charges, (iv) Club Membership Fee and/or (v) any other charges in terms of this Agreement.
- 10.1.11. The Schedule A Property on which the buildings are being constructed shall be held by all the apartment owners as CO-OWNERS each having an undivided share therein and all passages, lobbies, staircases, water lines, sewer lines, common amenities and facilities as also the other areas which are used in common by the apartment owners, will belong to and vest in the apartment owner/s, to be used by all of them jointly and in common and none of the apartment owners shall place any obstructions or store or keep any articles in the common areas;
- 10.1.12. The Vendors shall be entitled to retain the terrace area in each of the buildings in the Project for their exclusive use and utilize the same in whatever manner they deem fit and the Purchaser shall not object to use and utilization of the terrace in any manner by the Vendors.
- 10.1.13. As on the date of Agreement, the Vendors have agreed to sell the Schedule C Residential Apartment & the Schedule B Property being constructed thereon to the Purchaser as per the measurement and dimensions mentioned in the Schedule C and Schedule B of this Agreement as per the Approved Plans. The Purchaser hereby acknowledges however that the Vendors shall have the right to carry out any alteration or modification which may be required or become necessary due to any change of plan required to be made on the direction and insistence of the Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority or any other statutory authorities or government agency or if in the opinion of the Vendors such alteration or modification is required in the overall interest of the Project. If due to such alteration or modifications, the size of the Schedule C Residential Apartment is reduced or increased, the proportionate undivided share in the Schedule B Property agreed to be sold under this agreement will vary accordingly.

For Massey Investments Pvt. Ltd.

For Platinum Properties

Authorised Signatory

Partner

10.1.14. The sale of Schedule C Residential Apartment and Schedule B Property in terms of this Agreement and Deed of Sale of an Apartment to be executed, shall only enable the Purchaser to purchase of the Schedule C Residential Apartment and own the same as a co-owner of the Schedule A Property along with other purchasers of apartments and the Purchaser shall not be entitled to seek partition or division or separate possession of the Schedule B Property.

10.1.15. The Purchaser agrees that the undivided share that will be conveyed to the Purchaser shall be corresponding to the Schedule C Residential Apartment constructed and the Purchaser will have no objection if there is a variation in the undivided share finally to be conveyed and the undivided share agreed to be sold under this agreement.

10.1.16. The Purchaser shall be bound by the rights and obligations of all the apartments owners in the Project as specified in **Schedule D** of this Agreement and hereby agree and acknowledge that they being all the apartment owners would be co-owners in the Project, would be bound by the certain restrictions in their enjoyment of Schedule C Residential Apartments which are specified in **Schedule E** of this Agreement.

11. DEED OF SALE OF AN APARTMENT:

11.1. The Parties hereby agree that the Vendors shall execute a Deed of Sale of an Apartment conveying ownership over the Schedule Property together with the right to (a) exclusive use of car parking space specified in Schedule B and (b) use and enjoy the common areas and common amenities in favor of the Purchaser on:

- (a) On completion of the construction of the Schedule B Residential Apartment in terms of this Agreement and as intimated by the Vendors under Clause 5.2 of this Agreement; and
- (b) On payments of all the amounts payable by the Purchasers to the Vendors under or in relation to this Agreement.

11.2. The covenants and undertaking given by the Vendors and Purchaser herein shall be incorporated in the Deed of Sale of an Apartment in respect of the Schedule B Residential Apartment and any other deeds.

12. ASSIGNMENT

12.1. The Purchaser shall not be entitled to nominate and assign his/her/their/its rights under this Agreement in favour of any other person or persons, without the prior consent of the Vendors herein. The Vendors shall have a right, but not an obligation to consent for the nomination or assignment of Purchaser's rights and obligations under this Agreement on such terms and conditions as the Vendors deems fit. The Purchaser shall be entitled to assign their rights under this Agreement, provided the Purchaser/s are not in breach of or non-observance of any of the terms and conditions of this Agreement and on the payment a transfer fee calculated at 5% of the Basic Sale Consideration to the Vendors, for assignment of their rights and obligations under this Agreement.

13. NOTICES

All letters, receipts or notices issued by the Vendors dispatched under Registered Post Acknowledgement Due /Local Courier Service to the address of the Purchaser shall be as per the address given in against their names in this agreement will be considered as sufficient proof of service thereof on the Purchaser and shall effectually discharge the Vendors from the obligations to issue any further notice;

All letters, receipts or notices to be issued to the Vendors shall be sent to:

Attn:
PLATINUM PROPERTIES,

For Massey Investments PVL Ltd.

For Platinum Properties

Authorised Signatory

Partner

33, Crescent Road, High Grounds,
Bangalore -560001

14. MISCELLANEOUS

- 14.1. The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown;
- 14.2. In the event of any provision of this agreement being declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as it achieves the intention of the parties without being illegal or at the discretion of the parties it may be severed from this agreement and the remaining provisions of this agreement shall remain in full force;
- 14.3. The parties acknowledge that this agreement is the complete agreement between the parties;
- 14.4. The Purchaser covenants and agrees that the Vendors shall be entitled to utilize developmental rights of any other property on the Schedule A Property. Further the Vendors shall also be entitled to voluntarily relinquish portion of Schedule A Property for public purposes and acquire development rights issued by the jurisdictional municipal authority pursuant thereto. The Vendors shall have absolute discretion to utilize/sell/transfer the development right arising out of the Schedule A Property;
- 14.5. The Purchaser hereby agree that he/she has no objection for the Vendors to raise finance /obtain loan with any bank /financial institution for this construction and development of the Project by mortgaging or creating a charge over Schedule A Property.
- 14.6. Any delay or indulgence by the VENDORS in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice their rights.
- 14.7. **Stamp Duty and other expenses:** The Stamp Duty and Registration Fees and other expenses in respect thereof payable in respect of this Agreement and Deed of Sale of an Apartment of the Schedule Property shall be borne by the Purchaser only.
- 14.8. **Documents of title of Schedule A Property:** The original documents of title relating to the Schedule A Property shall be retained by the Vendors till the formation of the association of owners and offered for inspection to the Purchaser/s at reasonable times. However, once the association of owners are formed, the original documents of title relating to the Schedule A Property shall be handed over to the association of the owners, by the Vendors.
- 14.9. **Dispute Resolution:** The Parties agree that in case of any dispute or differences arising in respect of this Agreement or interpretation of this Agreement, the Parties shall at the first instance try to settle the said dispute amicably between the parties. An amicable settlement is said to have been failed when one Party sends to the other Party a notice of dispute ("Dispute"). The Parties shall refer the Dispute to a sole arbitrator, appointed jointly by the Parties. The Sole Arbitrator so appointed shall conduct the arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The proceedings shall be held at Bangalore and conducted in the English language.
- 14.10. **Governing Law:** This Agreement shall be governed by the laws of India.

For Massey Investments Pvt. Ltd.

For Platinum Properties

MBINNY

12 Authorised Signatory

PKBain
Partner

14.11. **Jurisdiction:** The Courts at Bangalore shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this agreement.

SCHEDULE A SCHEDULE A PROPERTY

All that piece and parcel of the immovable property being the land bearing Survey No. 48/4A measuring 2 Acres 30 Guntas situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk, bounded on its:

East by	12.5 Meter BBMP Road;
West by	Vrshabhavathi River;
North by	Land belonging to Mr. Krishnappa; and
South by	Land belonging to Mr. Basavanna.

SCHEDULE B SCHEDULE B RESIDENTIAL APARTMENT

0.7035% undivided share, right, title and interest in Schedule A Property measuring about 840.48 sq.ft in an undivided state has been agreed to be sold to the PURCHASER by the VENDOR under this agreement.

SCHEDULE C SCHEDULE C PROPERTY

RESIDENTIAL APARTMENT bearing No. 803 on Eighth Floor measuring about 1495 sq.ft (carpet area of 1068 sq. ft) of super built-up area consisting of 3 Bed Rooms in "B" Wing with RCC roofing, Vitrified flooring, Main door Solid wood, and aluminum windows including proportionate share in common area such as passage, lobbies, staircase contained in the residential apartment complex known as "PRINCEVILLE" being constructed on the Schedule A Property with One covered car parking space (indicated in Approved Plans) in the Stilt floor exclusively earmarked for the sole use and enjoyment of the PURCHASER inclusive of the proportionate share in the common areas such as passages, lobbies, lift, stair-case and other areas of common use & bounded by

East by	:	Flat no B - 802
West by	:	Flat no C - 802
North by	:	Flat No B - 804
South by	:	Open Space

SCHEDULE - D:

1) RIGHTS OF THE PURCHASER

1. Full rights and liberty for each owner of the building and all persons authorized or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorized to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase and the passage inside and outside the buildings constructed on the land described in Schedule - A.
2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof.
3. The free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and wires at any time hereinafter passing through the building or any other part thereof.
4. Right to passage for each owner of the apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.

For Massay Investments Pvt. Ltd.

For Platinum Properties

M. Srinivas

13

Authorized Signatory

H. K. Rao
Partner

5. Right to passage for each owner of a apartment and other owners of apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.
6. Not to interfere with the peaceful possession and enjoyment of the parking spaces, the terrace area allotted and sold to the PURCHASER of residential apartments on the top floor or with the garden area allotted and sold to the PURCHASER of residential apartments on the ground floor.
7. To lay cables or wires through common walls or passages for telephone installations, however, respecting the equal rights of others therefore.
8. The right for the owners of apartment, servants, workmen and other at all reasonable times on notice to enter into or upon other parts of the building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule B above or any part of the building giving subjacent and lateral support, shelter or protection to the construction therefore.
9. The right to do all or any of the acts aforesaid without any notice in the case of emergency.

(2) OBLIGATIONS OF THE PURCHASER

The Purchaser in proportion to his share alongwith other purchases in proportion to their shares have accepted the following conditions and have contracted to bear the following common expenses:

1. The purchaser shall duly pay the proportionate share of costs and expenses as mentioned below from the date of taking possession of the said Schedule C Residential Apartment and Schedule B Property or from the date of execution of Deed of Sale of an Apartment, whichever is earlier.
 - a) Proportionate share of costs and expenses including the deposits payable to BESCOM, BWSSB towards the electrical, water and sanitary connections, service charges, proportionate cost of captive power utilised for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, etc in respect of the Schedule C Residential Apartment and Schedule B Property.
 - b) Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the common areas in the multistoried residential apartment complex.
 - c) Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines common to the building.
 - d) Payment of the electrical and water charge for common services.
 - e) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
 - f) Provisions of watchmen, lift-operators, pump-operators and other security personnel and other office personnel, till such time the association is formed and registered, the services mentioned above will be carried out/rendered by the Vendors and thereafter, the decision taken by the majority of the purchasers and the interpretation of the clauses given by the majority of the purchasers shall prevail over the views/interpretations of individual or minority of the purchasers.
2. Should the purchaser default in making payments due for any common expenses, benefits or amenities, the association of apartment owners shall have the right to remove such

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. Sinu

14 *[Signature]*
Authorised Signatory

H. K. Bhat
Partner

common benefits or amenities, facilities, services including electricity and water connection provided for the Purchaser's enjoyment.

3. No individual purchaser and/or a minority group of purchasers shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
4. The Purchaser/s shall maintain at Purchaser's cost the said apartment and parking space/garden area/Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, BBMP, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Deed of Sale of an Apartment, from the date of execution of the Deed of Sale of an Apartment and/or handing over possession of the Schedule B Residential Apartment, whichever is earlier.
5. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'B' Property or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendors or the other apartment owners or occupiers or the neighbors or which may tend to depreciate the value of other apartments or any part thereof.
6. The Purchaser shall use the Schedule B Residential Apartment only for permitted Residential purposes.
7. The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartments Owners in the building. The Purchaser will observe and perform the terms and conditions, Bye Laws and Rules and Regulations prescribed by such Association.
8. The PURCHASER/S hereto hereby undertakes to become a member of an Association to be formed by all the apartment owners in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of firefighting equipment etc.,
9. The PURCHASER/S also hereby undertakes to become a member of the club house being constructed by the VENDORS and use and enjoy the facilities installed therein after payment of the Club Membership Fee and other fees/subscription levied, if any, for their use and enjoyment of the games and equipment and also to observe the rules framed/ to be framed by the VENDORS regarding the use of the Club house.
10. The PURCHASER hereby also undertakes to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 alongwith the other apartment owners. The Association formed by the PURCHASERS herein shall take all the necessary steps to prepare the deed of declaration and get it signed by all the apartment owners and register the same with the sub-registrar exercising relevant jurisdiction.
11. The Purchaser/s shall permit the VENDORS and/or the Owners' Association with or without workmen at all reasonable times to enter into and upon the Apartment/Parking

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. Srinivas

15

Authorised Signatory

H. K. Jain
Partner

Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space/Garden/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden as the case may be who have defaulted in paying the share of the water, electricity and other charges. The VENDORS is not liable or answerable for payment of common expenses etc., stated in this agreement to sell any time for unsold areas.

12. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule B Residential Apartment and shall not change the outside color scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the apartment owners;
13. The Vendors have the right to demarcate Garden Areas, Terrace Areas, Parking Areas and Stilt areas out of the available common areas and to allot these areas to specific owners in the Building or Schedule A Property for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted common areas. The Purchaser shall not in any manner, object to or obstruct the use of these exclusive areas;
14. The Purchaser shall not park any vehicles in any part of the Schedule A Property, except in the parking area specifically allotted and earmarked for the Purchaser. After completion of the Building and after obtaining possession of their respective apartment, the apartment owners may by mutual agreement, set apart or demarcate any part of the common area as parking lot for bicycles and two wheelers.
15. The PURCHASER/S shall not have the right to seek change of name of the residential apartment complex which has been named "PRINCEVILLE" by the VENDORS.

**SCHEDULE - E:
RESTRICTIONS ON THE RIGHTS OF THE APARTMENT OWNER:**

Each owner of the apartment so as to bind himself/herself to his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the OWNER of the construction referred to in the Schedule - B above and in consideration of covenants of each owner of a commercial unit/office spaces binding on the other owners of the buildings and the constructions thereon hereby agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule - B above.
2. Not to use or permit the construction referred to in Schedule - B above in a manner which would diminish the value or utility in the property described in Schedule - A above or in any construction made thereof.
3. Not to use the space in the land described in Schedule - A above left upon after the construction for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.
4. Not to default in the payment of her/his share of any taxes or levies to be shared by the other joint owners of the property described in Schedule B and C above or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the Schedule B Residential Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment complex.

For Massey Investments Pvt. Ltd.

For Platinum Properties

Authorised Signatory

Partner

6. Not to make any arrangement for the maintenance of the building referred to in Schedule - B above other than those agreed to by all other owners of apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.
7. The parking space sold for any owner of the building shall be used for parking their cars respectively by them or their duly authorized servants. The other owners of apartments who have not purchased parking space shall not park their cars in the parking space earmarked on the Schedule A Property.
8. Not to seek change of name of the proposed residential apartment complex known as "PRINCEVILLE" being constructed on the Schedule A Property.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED IN THE PRESENT OF THE UNDERMENTIONED WITNESSES.

OWNER	DEVELOPER
Mr. KUNTAL R AMIN For Massey Investments Pvt. Ltd.  Authorised Signatory	Mr. HITESH JAIN For Platinum Properties  Partner
PURCHASER No.1 Mr. MAHIPAL SINGH 	
WITNESS No.1	WITNESS No.2

ANNEXURE-2
LIST OF APPROVALS/ NO-OBJECTION CERTIFICATES

1.	Letter bearing No. BDA.BLP-272/06-07/2067/2010-11 dated 30.8.2010 issued by the Town Planning Member, Bangalore Development Authority ("BDA");
2.	Environment Clearance bearing No. SEIAA/166/CON/2011 dated 28.1.2012 issued by the State Level Environment Impact Assessment Authority, Karnataka;
3.	No-Objection Certificate bearing No. ASC/CM(AO)/181/HAL-BG/176/2011 dated 29.7.2011 issued by the Hindustan Aeronautics Limited;
4.	No- Objection Certificate bearing No. GBC(I) 269 of 2011 dated 10.4.2012 issued by the Office of Director General of Police, Bangalore;
5.	No Objection Letter bearing No. SEE/BCN/EEE(O)/AEE-I/1457-59 dated 10.5.2012 issued by the Bangalore Electricity Supply Company Limited ("BESCOM");
6.	No Objection Letter bearing No. DE/SAN/BG/S-11/Vol-III/38 dated 19.7.2011 issued by the Bharat Sanchar Nigam Limited ("BSNL");
7.	No Objection Certificate bearing No. BWSSB/EIC/ACE(M)-I/DCE(M)/TA-9/7239/2011-12 dated 18.1.2012 issued by the Bangalore Water Supply and Sewage Board ("BWSSB");
8.	Consent for Establishment under the Water (Prevention & Control of Pollution) Act, 1974 bearing No. PCB/368/CNP/12/H572 dated 16.8.2012 issued by the Karnataka State Pollution Control Board ("KSPCB");
9.	Sanction Letter bearing No. BBMP.Addl.Dir.South/0176/2012-13 dated 14.2.2013 issued by the BBMP;
10.	Official Memorandum bearing No. B.Dir:ALN(S)SR(K.T) 162 of 2003-04 dated 2.4.2004 issued by the Deputy Commissioner, Bangalore granting permission to use the land bearing Survey No. 48/4A measuring 2 Acres 30 Guntas situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk for non agricultural residential purposes;

For Massey Investments Pvt. Ltd.



Authorized Signatory

For Platinum Properties


 Partner

ANNEXURE-3**SPECIFICATIONS OF SCHEDULE B RESIDENTIAL APARTMENT****Entrance Lobby**

- Elegant ground floor lobbies with imported tiles and lift cladding in granite/imported marble
- Upper floor lobby flooring in vitrified tiles and lift cladding in vitrified
- Ceiling with decorative lights in main entrance lobby of every building
- Security Kiosk per lobby with intercom connectivity to every apartment, main gate and important common areas
- Seating for residents and visitors
- Designer name plat directory
- Letter box for each apartment

Flooring

- Designer vitrified flooring for living, dining, kitchen, bedrooms and internal lobby areas
- Anti-skid ceramic tiles for balconies

Kitchen

- Kitchen platform with black granite top
- Steel sink with drain board - Swiss finish
- Designer kitchen dado wall tiles up to 2' ft height
- High quality chrome-plated brass taps at sink
- Plumbing point provisions for water purifier, washing machine/dryer
- Provision for exhaust fan
- Provision for washing machine
- Concealed plumbing with premium quality pipes

Bathrooms

- A combination of designer tiles for bathrooms
- White colored sanitaryware
- Hot & cold diverter for showers
- Provision for exhaust fan in all bathrooms
- Provision for fitting boiler/geyser in all bathrooms
- Concealed plumbing with premium quality pipes

Doors & Windows

- Solid wood door frame with wooden shutter for main door
- Internal doors in hard wood frames and engineered shutters with premium fittings
- Powder-coated/anodized aluminum 3-track windows with mosquito mesh sliding shutters
- All windows with MS grills for safety
- Marble / granite top on all window sills

Painting

- All interior walls Gypsum plastered and painted with OBD
- Exterior fascia of building is plastered and painted with weatherproof acrylic paint
- All MS grill and railings with enamel paint

Electrical

- Concealed electrical copper wiring with circuit breakers
- Earth leakage circuit breakers in main electrical panel
- AC point in master bedroom
- TV and telephone points in living and master bedroom
- Premium quality modular switches in all rooms
- Sufficient light points provided
- Power backup for apartments, lifts, pumps and common areas
- Power Backup of 1.0 KW for all Types of 2 BHK & 3 BHK Apartment

For Massey Investments Pvt. Ltd.

For Platinum Property

M.B. Nair

10

H.K. Nair

Parking

- Provision for parking at stilt and surface level
- Well-lit and numbered parking bays
- Easy access from building lobbies with wide staircase, elevators and walkways to gardens/upper floors.
- Sufficient visitor car parks on surface

Value Additions

- Just 4 flats with 2 high – speed automated lifts for each wing of the building.
- Fire – fighting systems for every building.
- Intercom connectivity to all flats, building lobby, main gate and important common areas

AMENITIES

- Health Club
- Swimming Pool / kid's pool
- Gymnasium
- Meditation / Yoga Place
- Jogging Track
- Landscaped Gardens/ Garden Walkway
- Clubhouse
- Amphitheatre
- Library
- Children's Play Area
- Community Hall
- Basketball Court
- Table Tennis
- Snooker

Disclaimer

"It shall be the endeavor of the company, in right earnest, to provide the facilities & amenities mentioned above. However, the company reserves the right to carry out any changes, either in the material used or in provision of the facilities & amenities, due to reasons of non availability or availability of better materials or due to practical constraints or problems. In any event, the vendor shall ensure that in any additional deletion, substitution or amendment in the items mentioned above, the PURCHASER shall not stand to lose."

[Signature]

For Massey Investments Pvt. Ltd.

[Signature]
Authorized Signatory

For Platinum Properties

[Signature]
Partner