

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

DUPLICATE

Certificate No. : IN-KA06567321504814Q
 Certificate Issued Date : 24-Jul-2018 02:45 PM
 Account Reference : SHCIL (FI) ka-shc v KORAMANGALA2/ KA-BA
 Unique Doc. Reference : SUBIN-KAKA-SHCIL579559632119510
 Purchased by : BRIGADE ENTERPRISES LTD
 Description of Document : Article 5 Agreement relating to Sale of Immovable property
 Description : AGREEMENT TO SELL
 Consideration Price (Rs.) : 66,05,500
 (Sixty Six Lakh Five Thousand Five Hundred only)
 First Party : BRIGADE ENTERPRISES LTD
 Second Party : NITHIN MANMOHAN
 Stamp Duty Paid By : BRIGADE ENTERPRISES LTD
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or sign below this line

: SREE
 : AGREEMENT TO SELL

Apartment No. G-0651 in 5th Floor of 'G' Block of 'Brigade Panorama'

For BRIGADE ENTERPRISES LTD.

Authorized Signatory

Stamp Duty Paid

Stamp Duty Paid by the purchaser of the property in accordance with the provisions of the Stamp Act, 1899 and the Stamp Duty Act, 1957.

Stamp Duty Paid by the purchaser of the property in accordance with the provisions of the Stamp Act, 1899 and the Stamp Duty Act, 1957.

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ಪ್ರತಿಭಾವಂತರಾದ ಸಿಬ್ಬಂದಿಗಳನ್ನು ನೇಮಕಿಸಿ

Department of Stamps and Registration

పరిశ్రమల నిర్మాణం

1957 ರ ಕರ್ನಾಟಕ ನೌಬದ್ಧಾಂತ್ ಕಾನ್ಫರೆನ್ಸ್ ಕಲಂ 'ಡಿ ಎ ಸಿಸಿಎಂಫಿಲ್ಡ್'ನಲ್ಲಿ ಡಾ. ಪುನೀತಾ ಪತ್ರೆ

(ವಿರುದ್ಧ ' U- A)

D. DEBORAH M. MITCHELL-VANMETER

ಅಂತರರಾಷ್ಟ್ರೀಯ ಮಟ್ಟದ ಮೇಲ್ಮೈ

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Sig. level :

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24 Jul 2018 at Keremengyepalike

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(2007-2012)

www.gutenberg.org/files/44444/44444-h/44444-h.htm

2009/160517-00111

THE AGREEMENT, TO SELL, IS MADE AND EXECUTED ON THIS DAY OF 21st July, 2015
 Between SELLERS 21/7/2015

BY:

1. **MR. HARSH CHOPRA,**
 Aged about 42 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : ACDFF0002F
 ADHAAR No. : 263299965280

2. **MR. SHYAM CHOPRA,**
 Aged about 54 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : AFPPC7001N
 ADHAAR No. : 928112914100

3. **MR. MAMMOHAN CHOPRA,**
 Aged about 57 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : ABHPC3741J
 ADHAAR No. : 254535304331

4. **MR. FREED CHOPRA,**
 Aged about 54 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : AAMPC5443D
 ADHAAR No. : 224542799946

5. **Mrs. SHEALI CHOPRA,**
 Aged about 48 years,
 W/o Late Krishan Chopra,
 PAN No. : AAKNPC9856J
 ADHAAR No. : 510769778385

6. **MR. GOVIND GOPAL CHOPRA,**
 Aged about 59 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : AAZPC1191J
 ADHAAR No. : 507107617756

7. **MR. VISHNU CHOPRA,**
 Aged about 47 years,
 Son of late Mr. Raj Kumar Chopra,
 PAN No. : AB0PL9775L
 ADHAAR No. : 591983277656
 Address: 14/1 Lane, 43/5, Sector 14, Gurgaon, Haryana
 Ambawala Village, Ambawala Village, Kirti, Haryana
 BARGAFORE SOUTH TALUK

And are Represented by their General Power of Attorney holder M/s. **BRIGADE ENTERPRISES LTD.**, a
 Company incorporated under the Companies Act of 1956 Having its Registered Office at, 29th & 30th
 For **BRIGADE ENTERPRISES LTD**

1. [Signature]
 2. [Signature]
 Authorized Signatories
SELLERS

[Signature]
PURCHASERS

SECRET

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BVG (U, SHAL) 497 to 1000 ft. AGE 7-15

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PLURICHASLERIS

WHEREAS the Builder proposes to develop an BRB access within the Schedule A property, which concerns development in the schedule A property to the Barataria-Mysian State Highway. The sellers have no other lands on either side of said BRB access, for their own use and enjoyment. The sellers have retained title of access through the said BRB said in property, for the benefit of the above grant in the lands retained by them on either side of the said access. The above grant is in essence of this Agreement. The sellers may allow the Builder to use the strip of land between said land access, for and carrying on said grant of development as Builder may deem fit in building a grid or road strip road.

Under the said Africa City Agreement, dated 27/01/2015, the Schedule 'B' and 'C' provisions are part of the assets allotted to the above said Seller/Bidder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s shall belong to the Seller/Bidder.

While E&S the Seller has also placed certain name it Con. from dated 08.05.2017 with the Honorary Development Authority. The Project would be completed in Single Phase. Building -1 is comprising of Tower 1,2,3 & 4 and Building -2 is comprising of Tower 5, 6 & 7. Building -1 and Building -2 have been registered under the provision of the Real Estate (Regulation & Development) Act ("RERA") law as assigned with Registration No. PRR000175 dated 15.09.2017 by the RERA Authority. The said registration is valid and continuing as on date.

For BRIGADE ENTERPRISES LTD

Authorised Signatories
SERIFRS

PURCHASERS

11-10-23

WHO HAS the title of the said land on the date of the signing hereof as held in the name of the Sellers in Schedule 'A' Property and after conducting with the scheme propounded by the Builder and submitting thereat by the Buyer interested in purchasing an Apartment described in Schedule 'C' in one of the Towers in 'HILGADE PANORAMA' in Schedule 'A' Property and as per the scheme, the Purchaser/s agreed to subscribe the same with the proportionate undivided share in Schedule 'A' Property, in Schedule 'B' as held in Schedule 'D' derived from the Seller. The Purchaser further agreed to get the Schedule 'C' Property constructed through the Builder.

WHO HAS the seller and Buyer/s concerned in this agreement hereby on the date of the signing hereof, a true and correct copy of the deeds and documents relating to the said Schedule 'A' Property to the Purchaser/s to enable the latter to carry out legal due diligence to his satisfaction about the title of the Sellers and Builder, based on the said due diligence and satisfaction, the Purchaser/s has/ have agreed to purchase the Schedule 'B' Property from the Seller and Builder on the terms and conditions herein contained and agreed to get the Schedule 'C' Apartment constructed exclusively from the Builder. The Purchaser/s has/ have understood, evaluated and satisfied about the building plan, design, specifications, quality of construction, concept, title, etc., of 'HILGADE PANORAMA' as well as the suitability of the apartment for the required use and the said terms and conditions herein. The Purchaser/s has/ have further confirmed that Purchaser/s has/ have carefully read the conditions of this Agreement and has/ have understood his/ her/ its obligations and liabilities on the terms and conditions as set forth herein and has/ have thereon relied upon and not been influenced by any misleading statements, orally, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/ her/ its own judgment and investment, has/ have approached and offered to purchase the Schedule 'B' Property and get Schedule 'C' Apartment constructed.

WHEREAS the Builder have hereby offered to construct and deliver Schedule 'C' Apartment with proportionate undivided share as described in Schedule 'B' Property free from all encumbrances and the Purchaser/s accept the said offer and own Schedule 'C' Apartment with proportionate undivided share in the land as have been free from all encumbrances for consideration to be paid by the Purchaser as detailed in Schedule 'E' mentioned below. The Builder have agreed to construct and convey Schedule 'C' Property along with Schedule 'B' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Builder of the amount due to him in Schedule 'E' of this Agreement. Builder represents that it has complied with the provision of RERA regarding registration of the project.

The Parties have gone through all the terms and conditions set out in this Agreement and understand the nature, rights and obligations described herein.

The Purchaser/s hereby confirms that he/ she/ they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the project.

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and covenants contained in this Agreement and all specified laws, regulations, notifications etc., in this Agreement, on the terms and conditions appearing hereinafter.

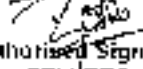
In accordance with the terms and conditions set out in this Agreement and as indicated above by and between the Parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Schedule 'C' Property with proportionate undivided share in the land as described in the Schedule 'B' Property as per the terms of this Agreement.

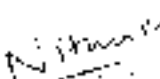
NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Definitions and Interpretation:

It was the common intent of the parties that the following capital expressions shall have the following meanings:

For BRIGADE ENTERPRISES LTD

1. 
2. 
Authorized Signatories
SELLERS


PURCHASER/S

- a) "Total Area" means the total site's development area as requested by the Buyer in the schedule of the Agreement, including the Land Use Regulation, the construction of the building and the construction of the infrastructure, which the Buyer has requested.
- b) "Agreement" shall mean this Agreement, to sell the Schedule B Property and construction of the Schedule C Apartment block during the completion and progress of the same, as may be amended over time in time.
- c) "Association" means the association of apartment owners, as defined in the Act, and the association of the building, the Association of Apartment Owners to be formed by the buyers in respect of the project in terms of the provisions of the Karnataka Apartment Ownership Act, 1972.
- d) "Balance Sale Consideration" shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set forth in terms of Schedule C hereto, then or when individually or such being balance sale consideration and collectively also referred to as balance sale consideration.
- e) "Banking Account" shall mean 10% of the total sale consideration mentioned in this Agreement.
- f) "Carpet Area" shall mean the net usable floor area of an apartment as defined under Section 2(f) of the Act.
- g) "Force Majeure" shall mean and include the events of force due to war, flood, drought, fire, cyclone, earthquake or any other calamity or reasons beyond the control of the Sellers/Builder, which caused by events affecting the regular development of the Project.
- h) "Interest" means the rate of interest payable by the Sellers of the Purchasers as the case may be in terms of this Agreement, which is to be calculated at the rate of 29% over and above the State Bank of India base rate/highest Marginal Cost Lending Rate (MCLR) or as fixed by the RBI/A from time to time.
- i) "Party" unless repugnant to the context, shall mean a signatory to this Agreement and "Parties" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement.
- j) "Person" shall mean any natural person, a firm or a limited liability company, corporation, partnership, general partnership, limited liability partnership, proprietorship, trust, union, association or other entity, or a person, and shall include any other person as defined under the Act.
- k) "Sale Deed" shall mean the deed of sale to be executed by the Sellers for legally conveying the absolute right title and interest in the Schedule B Property and the Schedule C Apartment and the balance consideration mentioned therein under the section.
- l) "Schedule A Property" shall mean the land on which the Project is being developed by the Builder and more fully described in the Schedule A hereto.
- m) "Schedule B Property" is the undivided share in the land described by Schedule A in respect of the Schedule C Apartment and the balance consideration in the Schedule B hereto.
- n) "Schedule C Apartment" is the apartment which is being constructed under the Scheme and is currently described in the Schedule C hereto by the Builder for the Purchasers.
- o) "RDB" shall mean Registrar of Development Rights that the Sellers have used a deed to transfer the right of the land by RDB/RMA for the construction of the Project.

For BRIGADE ENTERPRISES LTD

1.

2.

Authorized Signatories
SELLERS

PURCHASERS

- 12) The parties hereto agree and warrant that the purchase of the units and the sale of the units shall be subject to the terms and conditions of the Agreement and the Sale Agreement. The parties hereto agree and warrant that the purchase of the units and the sale of the units shall be subject to the terms and conditions of the Agreement and the Sale Agreement.
- 13) The terms and conditions of the Agreement shall prevail in case of any inconsistency or conflict between the terms and conditions contained in other documents provided to the parties.

SALE CONSIDERATION & PAYMENT OF DEPOSITS

1.1) The Sellers shall sell and Purchasers shall purchase the Schedule 'B' Property and Schedule 'C' Property, on the consideration payable by the Purchaser in terms of Schedule 'B' mentioned below. In case of variation in the area of the scheduled share or the price of the Schedule 'C' Property to be conveyed in favour of the Purchaser's benefit in terms of this agreement, which is not more than 1% consequent to correction or any variation to the plans mentioned or for any other reason, the consideration stipulated for sale of the Schedule 'B' Property and/or Schedule 'C' Property stands varied accordingly and not otherwise. Accordingly, sale consideration gets adjusted and excess amount paid will be refunded in full to the Purchaser and such amount would be made good by the Purchaser to the Builder.

1.2) The Purchaser's liability to pay the Builder advance sale consideration as mentioned in Schedule 'B' hereinafter shall be payable and have agreed to pay to the Builder as mentioned in Schedule 'B' hereinafter, as and when demanded by the Builder. Payment in terms of Schedule 'B' hereinafter is the essence of this agreement and under no circumstance there shall be delay in payment of the advance sale consideration. It affects the completion of the development of the Schedule 'B' Property and could also affect the interest of other purchasers who have joined from time to time to purchase notified interest in Schedule 'A' Property. In case any Cheque/s issued by the Purchaser/s is/are not cashed for any reason in respect of the payments in Schedule 'B' hereinafter, the Purchaser/s is/are not only liable for the default, but also be liable for any fine charges collected by the Bank.

1.3) The Purchaser/s shall in addition to the above payment to Builder, shall pay the following:

- a) Proportionate cost of external and internal classification, sanitary work and connection charges, demands payable to Singapore Electricity Supply Company, Landmark Power Transmission Corporation Ltd.,
- b) Building Development and Ring Main Unit Charges, pro-rata charges, variation charges, service charges, water deposits and charges for works executed by O&M team and all other departmental charges and expenses for providing permanent connections of electricity, water and sewerage connections, etc. etc. etc. charges, installation of reticulated gas connection and other utilities and facilities to Schedule 'C' Apartment.
- c) Taxes & Services Tax (GST) and/or in whatever amount is levied/collected by and from other agencies per the prevailing rates and/or when demanded during the currency of this contractual delivery of possession of the completed apartment described in Schedule 'C' below. In respect of GST and all other taxes stipulated in this Agreement, the same shall be paid by Purchaser/s as and when demanded by the Builder.
- d) Service charges, incidental expenses to the Builder to obtain the above mentioned. In case new levies, taxes, charges, demands etc. which is not in existence and which may be levied in future, by the planning and engineering authorities during the currency of this contract till delivery of possession of the completed apartment described in Schedule 'C' below, the Purchaser/s hereby agree/s and binds him/herself/hemself to pay such additional levies, taxes, demands and other charges proportionate to the area of the Schedule 'C' Apartment.

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1.13) Any refund in any of the above circumstances there is no refund of any of the taxes paid by the Riddler on behalf of the Purchasers. The Purchaser(s) are directly liable for the same from the moment of disposition.

4.39) The Purchaser/s shall be solely responsible to deduct Taxes at source at the rate of 1% on the total sale consideration as required under Section 194A of the Income Tax Act, 1961 (IT Act) for each of the payments made towards the sale consideration and comply with the provisions of the IT Act. The Purchaser/s also undertakes to issue a certificate of deduction of tax in Form 16A to the Builder on or within 5th day of the subsequent month of deduction.

1.14) The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1998 (FEMA) Reserve Bank of India Act & Rules (RBI) made there under or any other statutory arrangements/modifications made thereof and all other applicable laws including that of remittance of payments acquisition, sale, transfer of immovable property etc. and execute the Seller/Builder with such necessary documents/approvals which would enable the Seller/Builder to fulfill its obligation under this Agreement. The Purchaser/s agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s shall be liable for any action under FEMA. The Purchaser/s shall keep the Seller/Builder fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Seller/Builder immediately and comply with necessary formalities if any under the applicable law. The Seller/Builder shall not be responsible for any third party making Payments, transactions or relating to any Purchaser/s and such third party shall not have any right to this application/attachment of the Schedule 'C' Agreement in any way and the Seller/Builder shall issue the payment receipts in favour of the Purchaser/s only.

1.15) The Purchaser is authorized the Builder to collect/appropriate all payments made by third parties under any head(s) of dues against breach/ outstanding if any in his/her/their name/s as the Builder may in their sole discretion deem fit and the Purchaser's sole liability not in respect thereof and hence, the Builder adjust his/her/their payments in any manner.

2. SPECIFICATIONS:

2) **SPECIFICATIONS:**
The Specifics of construction of Schedule 1 Apartment agreed between the Builder and Purchaser is detailed in Schedule 11 to this Agreement and the Builder agree to construct the Schedule 1 Apartment in accordance with the said specifications & requirements therein. The Purchaser shall not ask for any modifications in the plans of the apartment at any time, to the point of builder agreeing to

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31 COMPLETION & DELIVERY OF POSSESSION;

2.2j) The Builder shall not be liable if they are unable to complete the construction of the Building and/or the Schedule ("Apartment") and deliver possession by the aforesaid date on happening of any Force Majeure event, and in any of the aforesaid events, the Rent less will be entitled for extension of time to deliver and handover possession of the Schedule ("Apartment") and the consideration paid by the Purchaser's till such date under this Agreement shall not be refunded or be carried to its interest. It is further agreed and accepted by and between the parties hereto that delay in handing over the possession of the said Apartment is due to any reasons mentioned above and, not be construed as delay in construction in any manner.

ii) Such delays are being addressed in the category of minor cost items as shown.

c) The delay is proven considerable in the total delay in the part of the Buyer. However, if the delay is not a result of the Seller's negligence in Schedule "C" Properties, then there is no delay liability on part of the Banker and to pay any. For types as for said.

4) By modification of the schedule 2. Approaches have been explored for

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any amount disbursed and/or paid by the Purchaser/s shall be subject to the terms and conditions of the Agreement.

4.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall be liable to pay to the Builder on the due dates (when relevant) stipulated in the sales and/or the Agreement and in the event of there is a delay and/or default is made in the payment of such amounts, the Purchaser/s shall be liable to the Builder for a default payment of interest on the outstanding payments as provided in the Agreement.

4.4) If the Purchaser/s are/are not able to pay for any reason whatsoever, the Builder shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expenses (howsoever arising or incurred and such failure to obtain the loan shall not be ground to terminate this Agreement or delay in the payment or for any non payment on due dates of any amounts set out in this Agreement.

4.5) The Purchaser/s shall indemnify and keep the Builder indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

4.6) The Purchaser/s agree that in case the Purchaser/s opt for a loan arrangement with any financial institution/banks for the purchase of the Apartment, the conveyance of the said Apartment as far as the Foreigner/s shall be executed only upon the Builder receiving the Completion Certificate, from such financial institution/banks from where the Purchaser/s has/have availed financial assistance for development of the said Project.

5) TITLE & TITLE DEEDS:

5.1) The Purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Sellers to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers and/or power of the Builder to develop and sell and/or disposition in objection shall be raised on any matter relating thereto. On receipt of Occupancy Certificate / Completion Certificate for the entire Project developed in Schedule 'A' Property the Seller agree to handover the original documents to the Association of Purchaser/s to be lodged by the purchaser/s of apartment and other built spaces in the Schedule 'A' Framework.

5.2) The Purchaser/s has/have no objection for the Builder to create charge or mortgage on Schedule 'A' Property for raising funds for commencement and completion of development and construction in the Schedule 'A' Property without affecting the rights of the Purchaser/s. However, the Builder shall not be responsible for discharging of the said charge or mortgage in future sale of Schedule 'A' Property and Schedule 'B' Property is completed. The Builder agrees to secure necessary No Objection Certificates from the lending institution and furnish the same to the Purchaser/s as the title of completion of Schedule 'A' Property and Schedule 'B' Property, in addition that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

6. DISCLOSURES:

The Purchaser/s acknowledge/s and certify/s that the Sellers & Builder have fully disclosed to the Purchaser/s as to the Sellers title and all approvals obtained by or for the development of the Project and the Purchaser/s has/have read and understood the implications thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Deeds and the Purchaser/s expressly grants its consent and its objection to the Sellers & Builder to undertake every act as per Deeds and.

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- (d) The common facilities of the Common Area will be developed by Builder in terms of specifications of use to be maintained by all the Owners of the Project in common irrespective of the location of said Common Area and the Common Facilities and Facilities in the Project.
- (e) The ownership of Community & Commercial Facilities (Common Schools, Common Community Center, Community Center, etc.) and other facilities provided in the project by the Builder shall belong to the Builder and the Purchaser/s shall not have any right or interest in such facilities, except those for community & commercial facilities. Those community & Commercial facilities shall not be under common areas and facilities. Builder has the absolute right with respect to the Community & Commercial facilities and it is his absolute obligation to provide the same as common areas in the declaration of sale. Purchaser/s have the right of usage in respect to such Community & Commercial facilities subject to ownership rights of the Builder.
- (f) That, the Builder has availed financial facility from State Bank of India, P.B. Branch, Bangalore and in view thereof, the Builder have deposited the documents of title, evidences, deeds and mortgages in respect of the land with the Bank which has provided the loan to the Builder. In accordance with the execution of this Agreement, the Purchaser/s have agreed to be sold under this Agreement and if he refused from the charge of the Purchase/s take/s a loan to before the completion of the undivided share agreed to be sold in a written and whichever is earlier that the Builder may avail additional financial facility from Banks and Financial Institutions by depositing the documents of title of Schedule 'A' Property or otherwise, thus creating charge on the said Property. The Purchaser/s shall not have any objection for the same and hereby gives specific consent to the Banks and Financial Institutions to enable the Builder to raise the financial facility. However, the Builder agrees to get the undivided share agreed to be sold under this Agreement released from the charge. If the Purchase/s take/s a loan or before the completion of the undivided share agreed to be sold in terms hereof, whichever is earlier.

7. EXECUTION OF AGREEMENT, SALE DEED, STAMP DUTY, REGISTRATION

- 7.1 The Agreement to Sell, Sale Deed or any other documents including Deed of Cancellation and its registration process shall be completed through the Builder's counsel only and Purchaser/s shall be liable to pay the expenses and professional fees stipulated by the Builder in respect thereof and the Purchaser/s consent/s for the same.
- 7.2 The Purchaser/s have agreed to pay the cost of stamp duty payable on this agreement and will also pay the registration fee for registering this agreement before the Sub-Registrar. In addition, the Purchaser/s shall be liable to pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'B' Property and/or Schedule 'C' Property and on production of the evidence of the dates of said payment in the sale deed and on registration. The cost of the stamp duty and the registration charges and fees of Cancellation shall also be of the Purchaser/s.
- 7.3 The Sale Deed will be executed by the Seller and Buyer or the Purchaser/s in respect of Schedule 'B' Property and Schedule 'C' Property. The Seller and Buyer agree to execute Sale Deed in terms of the deed prepared by the Builder's counsel for sale of Schedule 'B' Property and/or Schedule 'C' Property in favor of the Purchaser/s on completion of the terms and payment of all amounts and taxes. The sale deed will be complete in accordance with the terms and conditions stipulated in this Agreement subject to discharge of all existing constituting events relating to the Mortgage and release beyond the control of the Builder. The Purchaser/s agree to the Seller's execution of possession in compliance of the Agreement. The parties hereto shall cooperate with each other for registration of the Sale Deed in pursuance of this agreement. The Agreement to Sell, Sale Deed or any other documents including Deed of Cancellation and its registration process shall be completed through the Builder's Counsel only and Purchaser/s shall be liable to pay the

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the date of completion of the building, the said building shall be handed over to the Purchaser/s in the state in which it is found.

7.4) The Sellers and Builder agree to execute the Sale Deed when it is issued in the terms of this Agreement in full and the Purchaser/s has/have agreed to the same.

7.5) The stamp duty, registration charges, one time fee at the time of registration of sale deed, legal charges and all other expenses and all other costs for execution and registration of the deed including the stamp duty and registration fees shall be as determined by the respective competent authorities for the extent of Buyer's share in Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for application of stamp duty and/or valuation of the schedule 'B' Property and/or Schedule 'C' Apartment, it is the responsibility of the Purchaser/s to furnish the same at his/her/their cost and secure release of the Sale Deed. The Sellers and/or Builder have no liability in respect thereof.

7.6) The Purchaser/s hereby authorizes the Sellers to sign and execute the required title or other Documents in connection with respect of each of the Towers or in respect of the whole Towers recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other facilities by the respective buyers in the development 'BRIGADE PANORAMA' and also get the same registered in terms with KRA.

8) PROPERTY TAXES AND KATA:

8.1) The Sellers and Builder will pay Municipal/Panchayat taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupation Certificate by the Planning/Building Authorities. The Purchaser/s shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'C' Apartment is a portion thereof. Upon completion of the construction and issuance of Occupation Certificate, the Schedule 'C' Apartment will be separately assessed to municipal/panchayat property taxes. The Purchaser/s shall be liable to pay the municipal/panchayat property taxes accordingly. The Purchaser/s agrees to pay the full set of service charges and fees that are necessary for securing separate assessment for Schedule 'C' Apartment and for transfer of Kata in the name of the Purchaser/s, to cause the transfer and make the Kata Transfer. The Purchaser/s agrees and undertakes to pay all government rates, taxes on land, municipal/panchayat tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the present rates by any Government Authority or the State Government Apartment, and for the same and as the case may be as it may be assessable or applicable from the date of the Application and the same shall be paid on pro rata basis and the determination of proportionate share by the company and debenture holder shall be final and binding on the Purchaser/s.

8.2) The Purchaser/s is/are authorized to secure KATA for the Schedule 'C' Property on purchase of his/her/their cost from the jurisdictional office of Panchayat office and Sellers agree to sign necessary consent letters. In the event of any demand for payment of government charges for securing transfer of Kata for Schedule 'B' Property, the Purchaser/s agrees to pay the same.

9) NATURE OF RIGHTS OF USAGE:

9.1) It is agreed that the building to be constructed on schedule 'A' Property shall be held by all the purchasers in the respective Towers/Building and each of them having an undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be entered from the Sellers and Builder. All passages, lifts, stairways, water lines, sewerage and all other common facilities which are used or common by other occupants in the Towers/Building shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall share any obstructions or create or keep any articles in the common area of the building.

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8.1) The Builder shall use the exclusive right to erect a way on and off a portion of the open space, but let out/ basins of area as per approved plans, including the right to put up further construction in future in respect of additional PAR/EPK being sanctioned in the future. The Parcel usage by plots categorized and utilization of the lands for attaching such additional PAR/EPK for construction of additional area is the Buyer's.

8.2) The Purchaser/s agree to transfer Schedule 'B' Property to the seller in connection with other areas of scheduled streets and roads in schedule 'B' property and shall be entitled to claim the said rights stated in Schedule 'C' Property in the Purchaser/s behalf to pay and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'C' herein. The rights and obligations as detailed in Schedules 'D' and 'E' of the Builder are common to all purchasers of 'BRIGADE PANORAMA'. The Builder however shall be entitled to confer additional benefits and rights to specific purchaser/s as deemed fit.

8.3) The release of control of the Towers on issue of Occupancy Certificate after completion of construction shall be common to the owner/occupants of the respective Towers. The rights to use the entire Terrace areas shall exclusively vest with the owners/occupants of respective Towers.

8.4) The Parcel usage is further agreed to use and enjoy all the common areas and amenities such as roads, paths and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc. of 'BRIGADE PANORAMA' in Schedule 'A' Property as and when permitted in accordance with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hamper free use of any common amenity.

8.5) The Common areas and facilities includes passage, lift, lift lobby, security room, STP, club house etc., At the end of the project, the Developer shall transfer the same to owners Association and the necessary documentation will be done for efficient transfer including execution and registration of sale deed or any other document. The necessary stamp duty and registration charges will be borne by Purchaser/s, proportionately.

8.6) The Purchaser/s agree that the Garden Areas and other greenery abutting the buildings in 'BRIGADE PANORAMA' which are not specifically allotted to any of the purchaser/s use for common use and enjoyment of the respective purchaser/s of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden area only. None of the apartment owners of the respective Towers in Schedule 'A' Property shall erect any compound or fencing around their respective Towers.

8.7) The Private Gardens and Private Terraces are specifically meant for the exclusive use and enjoyment of Purchaser/s of those apartments to which these are specifically allotted by the Seller/Builder and other Purchaser/s do not have any right or claim for such usage. Purchaser/s shall not put up any construction or enclose the Private Gardens and Private Terrace or use for other or for any purpose other than as Private Garden and Private Terrace as the case may be.

8.8) It is expressly agreed and requested that the specific and general rights set out of the Agreement in favour of the Purchaser/s are confined only with respect to the land on which the building consisting of Schedule 'A' Property or Schedule 'A' Property is envisaged. The Purchaser/s shall not be entitled to claim any right or interest or claim whatsoever in respect of the other portion of the land and/or sites or development in Schedule 'A' Property. The Seller and Builders are free and entitled to carry on development activities on the said vacant portions at any time as they deem fit and the Purchaser/s of the Schedule 'A' Property will not have any right to object against such development or claim any interest therein. The Seller and Builder have reserved the right of usage of roads and passages and facilities in the Schedule 'A' Property for perpetuity for purposes of supporting the development and

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9.15) All the parties hereto shall take all proper and necessary measures to ensure that all materials and fixtures in the Schedule 'A' Property are put in place and ready for use at the time of the handover. The Purchaser/s may include temporary partitions, install and electrical equipment to be put in place by the Purchaser/s, including but not limited to computer system, television, stereo, CCTV, telephone, etc. The Purchaser/s shall bear all the cost of such equipment and without claiming any reimbursement from the Builder. The Builder shall not be responsible for any damage to the Schedule 'A' Property. The Purchaser/s shall not be responsible for any damage to the Schedule 'A' Property caused by the Purchaser/s or any other person or entity.

9.16) The Builder reserve the right to remove/modify/alter any part of the Schedule 'A' Property, which the Purchaser/s accept/s that the Purchaser/s have/has expressly given consent for variations and/or modifications by the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere in question the design, costs, construction processes or, implemented by the Builder.

9.17) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Builder that, by signing this Agreement, they shall not, at any time hereafter claim, demand, demand or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Builder, all necessary assistance and co-operation to enable the Builder to exercise and avail of the same.

9.18) The proportionate undivided share in the Schedule 'A' Property is to enable the Purchaser/s to own Schedule 'A' Apartment in Schedule 'A' Property and act for any other purposes. The Purchaser/s shall not raise any objections or protest in any manner to exercise the powers of the Builder under this Agreement in relation to the extent of the Part in respect of Schedule 'A' Property either present or at any time in future. The Builder are also entitled to utilize Transferable Developmental rights in constructing the Schedule 'A' Property.

9.19) The car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The car parks are allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of car parking areas. The parking area earmarked for the Purchaser/s by the Builder on handing over the Purchaser/s and the Purchaser/s agree/s to receive the same without any objection.

9.20) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or utilize the same in any manner for any purpose other than as a parking space.

9.21) The Purchaser/s on allotment of the car parking area after the use of the same shall not have any objection or authority to transfer the same other than to the apartment and the undivided share described in Schedule 'A' and 'B' hereof. In addition the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

9.22) The Purchaser/s shall not object or raise any objection to the purchase of the undivided share in Schedule 'A' Property in a whole or in part by a person or a group of persons who own or occupy an apartment in the Schedule 'A' Property. The Purchaser/s shall not object to the use of any amenity or facility in Schedule 'A' Property in the manner provided herein by any of the residents of buildings being developed on the Schedule 'A' Property.

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net of the cost of such necessary postage, in all cases, except where the Club is not a party to the purchase, shall be transferred by the Seller to the Owners' Association by a sum of money deposited in a bank account in favour of the Club. The necessary stamp duty and registration charges on the same shall be borne by the Purchaser/s, proportionately.

10. CLUB HOUSE:

10.1) The Builder is providing Club House for the use of the occupants of the property in Schedule 'A' Property which shall form part of BRIGADE PANORAMA and the Builder shall be responsible for the provision of a sum of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) towards the club facility for men, ladies, children and utilize the facilities available in the Club according to the terms and conditions and shall remain responsible as prescribed by Builder or by the Agency appointed by Builder to create and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s.

10.2) The Club House will be the use of owners/tenants of Schedule 'A' Property in BRIGADE PANORAMA and the Builder may provide such facilities therein which may be in their own and absolute discretion and as necessary and viable. The facilities may include party hall, sports area, health centre and any other facilities as may be decided by the Builder.

10.3) The ownership and possession of the building and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association to be formed in the Schedule 'A' Property and thereafter will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and their agents shall be controlled as:

- (i) admit either the owners or the tenants or possession or members. Such membership shall be restricted to either the owners or the tenants of apartment/s and/or places in Schedule 'A' Property.
- (ii) refuse/reject and refuse for membership and suspend members either on account of their disqualifications or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
- (iii) fix the subscription rates and charges for use of its facilities and amenities and to review the same from time to time.
- (iv) frame the rules and regulations regarding usage of the facilities in the Club House.

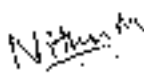
10.4) The Builder shall have a right of ingress and egress to the Club by using the roads and other facilities in BRIGADE PANORAMA by themselves and by their agents, servants, members, invited guests, visitors and non-resident family.

10.5) The Purchaser/s or any one of them shall occupy of the apartment/flat spaces in BRIGADE PANORAMA shall be entitled to use the Club, subject to (i) strict observance of the rules of the Club framed by the Builders, their agents/assigns, from time to time (ii) the payment of the subscription as may be fixed from time to time by the Builder and/or their agents/assigns (iii) the payment of charges for usage as may be fixed from time to time by the Builder and their agents/assigns. They and are entitled for the following:

- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Builder.
- (b) Membership of the Club entitles a member to use and enjoy the facilities of the Club, subject to strict observance of rules framed by the Builder and their agents/assigns and subject to the payment of the monthly subscription as may be fixed by the Builder subject to payment of charges.

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groups of neurons (24.5%). The spatial heterogeneity of the distribution of neurons is related to the fact that in the CNS the response neurons

3.04 The facilities of the Club are available for the benefit of the *Shareholders* of the Apartments in "THE GARDEN PANORAMA" and also for the benefit of the *Partners/Owners* of the Apartments and other specified persons. A Property and the power of construction and custody, the management can be assigned to the benefit of the Club and its trust shall accordingly be the right of the Club.

11.5. The Parties shall themselves take all the necessary steps and measures to fulfil their obligations and to accurately fulfill the obligations to the Government stipulated in this Agreement. The Parties are not responsible for the quality of services, the cost of which in any case are provided in the chart.

10.4) The Seller shall not be responsible for any termination of Club by any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Purchaser/s shall use possession of the Schedule 'C' Apartment even if Club and other facilities are not complete or non-operational; and

: 11 OWNERS ASSOCIATION

(11) The Board shall give to the formation of the Association of Purchasers, by whatever name called, within a period of three months of the majority of purchasers having located their apartments on the Project.

(11.2) The Purchaser/s hereby agrees and undertake to become a member of the Owners' Association as and when formed by the Builder and/or by the purchaser of all the apartments and sign and execute all applications for Membership and other papers, licenses and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply with the by-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.

11.3) In terms of section 17 of the Act, the Sellers will convey the undivided proportionate share in Common Areas in favor of the Association of the Purchasers as formed. The *Declaration* will be governed by a deed of restriction to be executed by the Sellers and later by the Association and all owners and occupants are bound by the terms inculcated without there being any right to contest or modify the same. The Project in its entirety is in accordance with the provision of the Condominium Association of Ownership Act, 1972, unless the Sellers decide otherwise.

11.5) It is specifically made clear that the said Court's Association's confirmation is not valid for the purpose of attending to the said categories of its members, including all the officers/components of the development in 'BIRLADE PAKURAMA' but also for the management, administration and control of the 'Inter-college and Inter-college common expenses/Disbursements' for upkeep and maintenance of common buildings/land/infrastructure with financial resources of BIRLADE PAKURAMA & its members.

(14) The Purchaser's shall permit the Builder and/or Maintenance Company and/or Association as the case may be, their agents, with or without vouchers at a reasonable time to enter into and open the building to conduct their maintenance work and others of for the purpose of repairing, maintaining, rebuilding, cleaning and deepening in order and condition all services, fixtures, or other conveniences belonging to or serving or used by the Subject 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 and the supply of water and electricity and other facilities, etc., in the Subject Apartment who have defaulted in paying their share of the water, electricity and other charges and operation expenses.

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12.71 The Ejector will undertake the maintenance and upkeep of common areas and roads and facilities in "BRIGADE PANORAMA" in Schedule "A" Property or, in case, the same nature Maintenance Company of their the responsibility shall transfer the same to the Association to be formed by the Owners of Apartments in such Town in "BRIGADE PANORAMA". Upon such establishment, Owners Association shall take all any required of any licenses for the Project including Fire forces from time to time.

1.11. The Purchaser/s shall pay to the Builder/the Agency appointed by the Builder: "Common Maintenance Charges" as specified by the Builder, which shall be calculated per sq. ft. of saleable area per month for one year. Any tax liability arising out of this shall be borne by the Purchaser/s. The Common Maintenance Charges is payable by the Purchaser/s as assessed by issue of a notice of collection of Schedule C Apartment. With this amount, the Builder/Maintenance Agency will maintain the common areas and the facilities in **BUGADE PANORAMA** from the date the Building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. The Builder agrees to transfer the management of the Builders Association or its formation and till then the Builder /Agency will run on payment of common expenses to them every month. The Purchaser/s shall pay the Builder /Builder's Agency/Owners Association the sum only of the common maintenance charges quarterly in advance or as may be billed by the Builder/Agency/Owners Association. However in the event Builder finds the assessed sum being insufficient to meet the common maintenance charges for any reason including an increase in the prices of labor and other materials used for Common Area Maintenance, the Builder is entitled to seek permission to make increase in Common Maintenance Charges.

2. If the Bureau is notified of any propounded change in operation and maintenance of the premises and services in "HIGHLIGHT PANORAMA" by way of monthly maintenance fee which may be collected either quarterly or annually in advance. The monthly maintenance is subject to reasonable terms to three early period of payment. Lack of the Parkers and contribute to appropriate additional income which over the amount distributed is generated and/or is reservation for the purpose.

12.54] At the time of taking possession of the Scheme's equipment, the Purchaser shall pay twice (12) months' monthly maintenance fee in advance as above and a further twelve (12) months' monthly fee as a contract guarantee "SINKING FUND". The Sinking Fund so collected towards minor works and capital expenditure required to be incurred for the maintenance of the Station Area and Facilities of **BRIGADE PANORAMA**.

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13) The terms and conditions of the purchase of the property shall be as specified by the Builder, subject to the minimum of participation in the Association of Owners and the maintenance of "BRIGADE PANORAMA" complex. The whole of the Complex shall be made up of the contributions by the purchasers of the Apartments in "BRIGADE PANORAMA" shall be retained by the Builder for the formation of Association and transfer the same with interest, in any form of Association, to be known as "BRIGADE PANORAMA". The Purchaser/s of the respective Towers in "BRIGADE PANORAMA" of the Association shall have no right to authority in the management of the complex and the Builder shall have the right to manage the same. The contributions and the share of the complex shall be as per the terms and conditions of the purchase of the property. The contributions shall be made in the form of cash or by the means of "BRIGADE PANORAMA".

13) NO RIGHT TO OBSTRUCT DEVELOPMENT

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building and other developments or any part thereof in the Schedule 'A' Property and/or in "BRIGADE PANORAMA".

14) LIMITED RIGHT OF PURCHASER/S

Nothing contained in these conditions shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in or over the Schedule 'A' Property and/or Schedule 'C' Apartments or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed and the title being conveyed and transferred in the Schedule 'A' Property and 'C' Apartments.

15) NOT TO ALTER NAME

The Purchaser/s shall not alter or subscribe to the alteration of the name of "BRIGADE PANORAMA" in Schedule 'A' Property and/or alter the names assigned to the Towers thereon.

16) INSPECTION

The Builder agree to permit the Purchaser/s subject to compliance of safety norms, to have access on any time fixed by the Builder to the works in the Schedule 'A' Property while under construction and to inspect the same. But the Purchaser/s shall not have the right to obstruct or interfere in the progress of development and/or construction in any manner and at any time.

17) DEFECT LIABILITY PERIOD

(a) It is agreed that in case any structural defect or any other defect in workmanship, materials or construction of services or any other obligations of the Builder is put in the agreement for sale relating to each development is brought to the notice of the Promoter within a period of (5 five) years from the date of Occupancy Certificate shall be the defect free Builder to rectify such defects without further charge.

(ii) Notwithstanding anything contained in the above clause the following exclusions will apply for the Defect Liability:-

- I. Equipment (like generator, air conditioning, transformers, gym equipment etc) which carry manufacturer's guarantee for a limited period. Thereafter the welfare association / society shall bear annual maintenance cost with the suppliers. The builder shall transfer maintenance guarantee/warranty to the Purchaser/s or association at Purchaser/s or the cost may be.
- II. fittings related to plumbing, sanitary, electrical, hardware, etc. having a limited warranty of 1 year.

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(ii) The Seller shall be responsible for the payment of the stamp duty on this Agreement.

(iv) The terms of work for painting the whole flat subject to review will be as follows:

(v) The Purchaser/s shall make the arrangements to pay the rentable contribution and entry into the system of points for the upkeep of the apartments. The contribution of the Purchaser/s or any assignee shall be for the maintenance and operation of plant and equipment covered with proper M&O and insurance. The obligation of the Purchaser/s shall be subject to review and alteration in the future in the apartment/s or in the common facilities. The Purchaser/s shall be responsible for the maintenance of the common facilities.

18) POST CHARGE:

The Builder shall have the first lien and charge on the Schedule 'C' Apartment to be administered by the Builder under the terms of this Agreement and its Post-charge shall be verified by the Builder against the payments made to the Builder by the Purchaser/s under this Agreement.

19) ASSIGNMENT:

a) That during the subsistence of this agreement or till the execution of the Sale Deed, as aforesaid, neither the Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this Agreement to any one, except with prior written consent by the Builder. The Builder may at their discretion give consent for such assignment subject to what is stated herein. The Builder may at their option permit or prohibit charging an assignment fee of Rs. 250/- per Sq.Ft. to be calculated on Saleable Area at 5% of the Sale Consideration whichever is higher. The Builder may grant such sanction, provided at the time of such assignment the Purchaser/s has/have paid all amounts mentioned in this Agreement (and all other writings and deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the Builder shall not be liable to pay any compensation/losses payable by the Builder or any of the terms and/or conditions of this Agreement. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in part or in full, the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

b) In addition to above, the Builder's consent (as granted) to dispose transfer or sale by way of assignment of the said Apartment to a third party shall be free and subject to the Purchaser/s:

(i) settling all charges outstanding and payable to the Builder including Society or Co-op Societies, Sinking Fund Charges, all other payments mentioned in this Agreement and other overriding interest (if any);

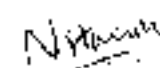
(ii) causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the builder for purchase of the Apartment;

(iii) It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations being undertaken in respect of the Schedule 'C' Apartment and the Project shall equally be applicable to and enforceable against, and by any subsequent Purchaser/s of the Schedule 'C' Apartment, in case of a transfer, as the said obligations go along with the Schedule 'C' Apartment and all incidents thereof.

20) BUILDER'S RIGHT TO DEVELOP THE ADJOINING PROPERTIES AND USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR):

It is hereby agreed and confirmed by the Purchaser/s that the Builder shall be free to develop or plan, bearing and/or use TDRs or to utilize or integrate the development of the adjoining properties, as in the Schedule 'A' Property and/or use of Occupancy of such development as the use and enjoyment of the roads, pavements, passages including 10 feet access to reach Bangalore-Mysore State Highway and common facilities, amenities etc. in Schedule 'A' Property. The Purchaser/s and the Occupants of such apartments for HHGADE ENTERPRISES LTD.

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1. The Seller shall be responsible for the title and boundary and ensure the validity of the agreement and any necessary documents and experiences are available to the Buyer free of any pretension at any point of time of this Agreement.

5.1 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

The Purchaser/Builder hereby acknowledges and understands and agrees that the Seller/Builder own all the rights, plans, specifications, drawings and the Seller/Builder will remain the sole and exclusive proprietor of the said plans and specifications and all the rights in the same without any limitation whatsoever and the said plans and specifications shall not be used by the Purchaser/Builder for any purpose except as expressly permitted and even the Builder/Builder shall not use the same in any manner, in whole or in part, to explain the same. In violation of the Builder's to the intellectual property by the Purchaser/s in any manner, the Builder, apart from the forfeiture of the said sales, shall be liable to be prosecuted.

5.2 GOVERNING LAW:

That the rights and obligations of the parties under this Agreement of this Agreement shall be governed and enforced in accordance with the act and the Rules and Regulations made there under the acting and applicable laws of India for the time being in force.

5.3 CUSTODY:

This Agreement is prepared in duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Seller/s for the Builder.

SCHEDULE 'A' PROPERTY: (Description of entire Property)

A. The Property measuring (1) 4 Acres in Sy.No.43/5 duly converted for non agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No.120/2007-08 dated 17/10/2008, (2) 2 Acres in Sy.No.43/40 (3) 3 Acres 22 Guntas in Sy.No.238, duly converted for non agricultural residential purposes vide order of the Deputy Commissioner, Bangalore District, Bangalore bearing No.165/2009-2010 dated 13/05/2010 and (4) 1 Acre 12 Guntas in Sy.No.43/10 situated in Kamdupur Village, Kengeri Hobli, Bangalore South taluk, Bangalore, duly converted for non agricultural residential purposes vide order of the Deputy Commissioner, Bangalore District, Bangalore, bearing No.A.M(S)SR(S)165/2009-2010 dated 13/05/2010, totally measuring 10 Acres 41

Guntas (less 40.052 72 Sq. Feet imp. Ceded to Bangalore Development Authority) and bounded by:-

East - Sy. No. 43 of Kambinara Village,
West - Bangalore Mysore State Highway & Malagalli,
South - Sy. No. 238 of Kambinara Village,
North - Sy. No. 238 & 257 of Kambinara Village.

Total Land in Sq. Meters: 1,45,73,94 Sq. Mtr. (4 Acres Conting) and out of which 1,82,14 Sq. Meters (conting Land, 3,58,00 Sq. Meters Civil Amenities, 4,13,13 Sq. Meters area relinquished for Park and Open Spaces and 6,90 Sq.Meters area relinquished for Road Widening. Balance of Bangalore Development Authority After deduction of the above mentioned total area, the land held for the BHS is 3,72,45,47 Sq.Meters.

SCHEDULE 'B' PROPERTY: (UNDIVIDED INTEREST AGREED TO BE SOLD)

39.40 Sq. Mtr. Undivided share, right of co-ownership and partnership in Schedule 'A' Property (which comes to 424.07 Sq. Feet land share in Schedule 'A' Property)

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**SCHEDULE C (APARTMENT):
DESCRIPTION OF APARTMENT**

All Unit Residential Apartment bearing No. G 0652 in SIXTH Floor of Block No. 1 of Block 1 (as per sanction plan) of the Apartment being built on Scheduled "B" Property and measuring 974 Sq. Feet (approx.) area (96.62 SQM) 56 Sq. Ft. Balcony area (5.24 SQM) and 106 Sq. Feet (9.72 SQM) of proportionate share in common areas such as common wall, staircase, passages, lobbies, lifts, staircases and other facilities comprising Unit's facility measuring 1456 Sq. Feet of sub-area area (134.67 SQM) approximately with 60 sq. ft. area of the parking space with 100 sq. ft. space for the car. The car is not to be used for any other purpose.

East	Entrance Lobby
West	Open Space
North	Unit G 0652
South	Open Space

SCHEDULE "D"

RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule "D" Property and Schedule "C" Apartment and the Building to be constructed hereon on purchase of Schedule "B" Property.

1. The right to own an Apartment described in the Schedule "C" above for residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use by common.
3. The right to subvert, alter, vertical and horizontal system for the Schedule "C" Apartment from the other parts of the Building.
4. The right to free and unimpeded passage of water, gas, electricity, sewerage, etc. from one to the Schedule "C" Apartment through the pipes, wires, sewer lines, drain and water carrier, cables, pipes and wires and other things in any manner below, above or passing through the Building or any part thereof.
5. Right to lay cables or wires for Radio, Television, Telephone and such other installations in dedicated part of the Building, however, accepting and recognizing such rights of the other Apartment Owners.
6. Right of entry and passage for the Purchaser/s and permitted workers to all parts of the Building at all reasonable times after notice to enter and open other parts of the Building for the purpose of repairs, for the maintenance of the Schedule "C" Apartment, or for repairing, cleaning, maintaining or restoring the sewer, drains and water carriers, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and building and all damages caused.
7. Right to use and occupy the common areas of the Apartment and the common facilities provided thereon on payment of such charges as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.

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- 9) Right to use and enjoy the common areas, common facilities and public and private open recreational facilities of "BRIGADE PAVANAM" in accordance with the purposes for which they are provided without indulging in any activity that would infringe the lawful rights of other owners/tenants.
- 10) Right to make use of all the common roads and passageways provided for the use relating to Schedule 'A' Property without causing any restriction for free movement thereon.
- 11) The Purchaser/s shall be bound to observe and maintain all the provisions of the bye-laws, rules, regulations, notices, notices to use and enjoy the common areas and facilities hereunder:
- a) Entrance/lanes, passages and corridors;
 - b) Lifts/purup/generators;
 - c) Stairways and passageways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and bye-laws.
- 12) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the usual rights and obligations/instructions placed on the Purchaser/s at the time of enjoying ownership and possession.

The sale and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

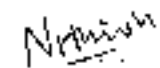
**SCHEDULE 'C':
OBLIGATIONS ON THE PURCHASER/S:**

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

- 1) The Purchaser shall make payment in full in terms of Schedule 'B' or ensure that the amount is disbursed by the bank in case the Purchaser is availing the loan of finance.
- 2) The Purchaser/s shall be bound by the following obligations:
 - a) Not to use, take possession or tamper with any facility mentioned in Schedule 'A' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or utility therein.
 - c) Not to use the space left after construction in Schedule 'A' for any other purpose except "BRIGADE PAVANAM" for parking, any facilities or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles and/or in the parking space for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decrease or alter or part of the building to be constructed in accordance with the approved drawings, to a third party at the owners of the apartment in Schedule 'A' Property.
 - f) Not to make any change/alteration in maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.

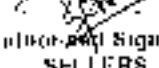
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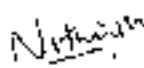
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3. The Builder shall deliver / cause to be delivered to the Buyer on completion of the Building Schedule 'A' Property by the relevant handover over the common areas and the building to a maintenance company for a period of one year from the date of completion of the house/building or thereafter handover, the building to the association is not required to be made pending the same. The Builder shall remain liable and the Purchaser / Buyers give specific consent to this undertaking. The Builder or the Maintenance Company or Owners Association shall be paid or deemed to have paid expenses for upkeep and maintenance and other construction costs and services of building / structure and its equipment / systems including the ventilation.
4. The Builder, at its option/decision, may form a Joint Multiple Association in respect of all Projects / units of the Residential Building within Schedule 'A' Property including in respect of the Towers in which Schedule 'C' Apartment is a part and the Purchaser/s shall become a Member of the Joint Association in the respective Towers and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formulated, pay the administration and other fees that may be required.
 - a. The maintenance of the building shall be done by builder or by a maintenance company until expiry of one year and thereafter by Owners Association if it has been formed by that time and Purchaser/s shall pay all common expenses and other expenses, costs and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed.
 - b. Such Association shall be purely for the purpose of maintenance and management of the building and each purchaser shall be the owner of the apartment and the undivided share of land thereon. The main purpose and objective of such association is to take over a co-ownership of the maintained building and the development of 'BRIGADE PANORAMA' and properly manage the affairs of the same provide all facilities to the owners and collect from them the proportionate share of maintenance cost and outgoings. Each of the associations shall be responsible for the upkeep and management of the respective buildings.
 - c. The Purchaser/s shall pay on due and on the time of application of the Deed to the Builder the agreed sum per Sq. Feet of Apartment of the Building 'C' Apartment's Common Maintenance Charges, Working Fund and Corpus Fund which would be utilized for the maintenance works, repairs and major works in the Towers/Development 'BRIGADE PANORAMA' and the respective sums will be contributed to Federation, the respective Associations.
 - d. In case of separate owners association in the towers, a contribution of all Owners Associations shall be formed by all the Associations in the building for maintenance and upkeep in the common areas in 'BRIGADE PANORAMA' and each of the owners in 'BRIGADE PANORAMA' shall contribute proportionate amounts for upkeep and maintenance of the common areas and services in 'BRIGADE PANORAMA'.
 - e. The Federation shall be responsible for upkeep and maintenance of common areas, roads and common facilities within the Federation of all buildings and the expenses incurred shall be met from and out of the funds contributed by all the Owners in 'BRIGADE PANORAMA' or from the Federation Association of each Tower.
5. The Purchaser/s and the owners of Apartments in the said building shall pay such sums as are required by the Builder or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (including but not limited to but not to limit) for the maintenance and

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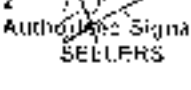
It is hereby clarified and agreed that the expenses relating to communications and documentation shall be borne by the contractor, in the Agreement. However, it is the primary responsibility of Purchaser to inform contractor.

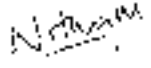
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- c) The Purchaser/s shall not use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement.
- d) The Purchaser/s shall not use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement.
- e) The Purchaser/s shall not use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement.
- f) The Purchaser/s shall not use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement, nor shall the Purchaser/s use the building for any other purpose other than the one specified in the Agreement.
- 13) The Purchaser/s shall from time to time do and execute all further covenants, matters and things as may be reasonably required by the Builder for the proper implementation of the terms and intent of this Agreement and for the formation of General Agreement.
- 14) Since the Purchaser/s is/are to share the aforesaid mentioned interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in connection with the Purchasing/Holders of the other apartments in the building to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common's passage
 - b) Lifts/Pumps/Concentrations of the Tower
 - c) Common facilities if building Club House
 - d) With course on maintenance/repair and on compliance of bylaws Formed for the Club.
- 15) The Purchaser/s is/are aware that the exclusive right of use or use of the covered/stacked or parked car parking space in the Basement level/Ground level will be allotted by the Builder to the various Apartment Owners and that the right of use of the covered/stacked shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being a limited, it is, however, clearly understood that such right of use shall not vest in the Purchaser/s, but shall be and continue as Car Parking Space.
- 16) The Builder will provide to the Purchaser/s access from the driveway/external road to the building where Schedule 'C' Apartment is situated.
- 17) The cost of repaving and resurfacing the driveway/external road and the viewways and the front and rear boundaries by the Purchaser/s at apartments comprised in 'BRIGADE PANORAMA'.
- 18) The Purchaser/s shall keep the apartment, walls, floor, drains, pipes and appliances, fixtures belonging to and maintained solely to support, shelter and protect the parts of the building. The Purchaser/s shall carry out or pay for the repair of such parts and shall be liable for the cost of water, gas, sewerage lines and the like in the said Apartment. In the event of there being any complaint from the Apartment Owner, it is the duty of the Purchaser/s to take all necessary steps to prevent or stop any leakage or seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.
- 19) The Purchaser/s shall not erect building of Common Road/Driveway/Passage in the Schedule 'A' Property for making use of the same by the Owners/occupants/Users of the building portions of the property in the said 'A' above.

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(2) The "other uses" of garages in WILLOW PARKWAY include, but are not limited to, use as a storage area for any and all items, then are used as a disturbance in regard to this property or other apartments and parking spaces in the building and have caused a health hazard.

- d) Close the balconies, terraces, passages and parking spaces and other common areas
- e) Make any alterations to the structure or fabric of the external facade or landscaping of the apartment/parking space without the approval of the Residents' Association. The alteration differs from the color scheme of the building
- f) Make any suits and alterations and/or any fresh openings into the apartment
- g) Default in payment of any cost or taxes to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- h) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and nuisance.
- i) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature
- j) Use the common corridors, stair cases, lift shafts and other common areas either for storage or for use by servants at any time
- k) Bring inside or park in the Schedule 'A' Property any motor or any heavy vehicles.
- l) Use the apartment or portion thereof for purpose other than for residential purposes, nor not to use for any illegal or immoral purposes.
- m) Hang clothes in the balconies and other places of building
- n) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas which are either specifically allotted to any four vessels or not as attached to type of common use
- o) Throw any rubbish or waste articles in Schedule 'A' Property other than in the Pusthan provided in the property
- p) Undertake any or more of the action, work or additional alterations made the apartment involving structural changes without prior consent in writing of the Builder.
- q) Use in any manner of such character or neighborly in the manner of enjoying the common facilities provided to all the apartment Owners in the building of **BREGADE PANORAMA**.
- r) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **"BREGADE PANORAMA"**
- s) Trespass into other or into building in **BREGADE PANORAMA** or misuse the facilities provided for common use.
- t) Use the Schedule 'A' Property as a travel apartment or service apartment and make it to be let out/permitted to use the same on daily/weekly/monthly basis.

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2.
Authorized Signatories
SELEERS

PURCHASER/S

c. Not to do, neglect or cause to be demolished the said Apartment, or any part thereof, nor allow any other make or cause to be made any addition or any alteration in the construction and building or load scheme of the building in which the said Apartment is situated and shall keep the apartment, stairs, lifts, pipes in the said Apartment and appurtenances thereto in good condition and repairable condition at all times particularly so as to support, sustain and protect the other parts of the building in which the said Apartment is situated and shall not use any fire or any other means or damage the adjacent houses, walls, slabs or R.C.C. partition or other

Nutrition
PURCHASER'S

1. To ensure the safety of the building, no items shall be placed outside the building or on the common area of the building.

2. Not to put any object or keep things out outside the window or on the common area of the building. All equipment and equipment can be fixed at the area and approved by the Engineer.

3. Not to do anything or permit to do anything which may be considered as a violation of the building rules and regulations. The building rules and regulations shall be approved by the Engineer and the building rules and regulations shall be approved by the Engineer.

SCHEDULE 11

The consideration for sale of Schedule 11C Properties is Rs.66,05,500/- The Purchaser/s has/have paid the Buyer Rs.660550/- by way of part payment towards sale price and the balance amount shall be payable in the following manner.

IV. PAYMENT SCHEDULE		STATUS	
		Land Value	Construction Cost
1	On Agreement	Rs.6,50,550/-	
2	On commencement of laying of floor and windows	Rs.15,73,500/-	Rs.37,3225/-
3	On Possession		Rs.5025/-
TOTAL		Rs.66,05,500.00/-	

V. APPROXIMATE AMOUNT FOR FEES, TAXES & ADDITIONAL EXPENSES TO BE PAID IN ADDITION TO AGREEMENT VALUE	
1. GST is calculated at 18% on construction value (net of contract costs) and will be collected with every installment.	Rs. 6,60,500/-
2. Chabutra fees are charged at Rs.125,000 and are subject to GST at 18% to be paid on demand.	Rs. 1,47,500/-
3. Additional charges towards water, electricity, STP & WTP of Rs. 557 at 18% are payable on demand.	Rs. 3,06,930/-
4. Stamp duty and registration charges as applicable which shall be paid at the time of registration.	Payable at actual
5. Legal fees plus applicable GST as per and payable prior to the demand registration.	Rs. 29,500/-
6. Property assessment and stamp duty charges plus GST at 18% are payable prior to the demand registration.	Rs. 25,600/-
7. Building Maintenance Charges will be collected up for 12 months prior to the completion of the project at 18%.	Rs. 51,330/-
8. LC cost towards the future Building Fund plus applicable GST, equipment for one year in advance charges will be collected at payment.	Rs.45,500/-

SCHEDULE 12

APPLICATIONS

FLOORING - COMMON AREAS:

Waiting Lounge/ Reception/ Lift Lobby/ Flat/ Office/ Corridor/ Staircase/ etc.

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The following are the minimum requirements:-
 External lighting
 Basement Water/TP's with standard floor

FLOORING - APARTMENTS:

Living / Dining / Family / Kitchen / Bedrooms
 Master Bedroom: Polished wooden flooring
 Other bedrooms: Carpet tiles
 Balcony: Tiles / Tiles / Tiles / Tiles
 Master Bedroom: Polished wooden tiles
 Other bedrooms: Polished wooden tiles
 Kitchen: Tiles / Tiles / Tiles / Tiles
 Bathrooms: Tiles / Tiles / Tiles / Tiles
 Staircase: Tiles / Tiles / Tiles / Tiles

WALLS:

Staircase: Tiles / Tiles / Tiles / Tiles
 Master bedroom: Tiles / Tiles / Tiles / Tiles
 Other bedrooms: Tiles / Tiles / Tiles / Tiles
 Kitchen: Tiles / Tiles / Tiles / Tiles
 Bathrooms: Tiles / Tiles / Tiles / Tiles

KITCHEN:

Counter: Granite patterns with square holes for sink and gas hob
 Granite slab and sink will be supplied
 Flooring / Electrical provision: Water pump, pump, refrigerator, and gas stove

DOORS:

Main entry door to apartment: Flush Door with PU polished finish on both sides
 Bedroom doors: Flush Door with PU polished finish on both sides
 Toilet door: Flush door with PU polished finish on both sides
 Balcony door: UPVC with Aluminum frame
 Service door and toilet door: Flush door with PU polished finish
 Service door: Flush door with PU polished finish

TOILET:

WC: Wall mounted, Porcelain or ceramic
 Sanitary fixture: Toilet or equivalent

RAILING:

Balcony railing: MS railing
 Staircase railing: MS railing

WINDOWS:

UPVC:

PAINTING & FINISHES:

External walls: External texture paint
 Internal walls: Oil based distemper
 Ceilings: Oil based distemper
 Appliances: Oil based distemper
 Internal walls: Oil based distemper
 Staircase: Staircase paint

WATER SUPPLY / DRAINAGE:

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Water supply: 100% (100% mechanical)
 Sewage: PVC
 Water supply: 100% (100% mechanical)
 Fresh water: 100% (100% mechanical)
 Drainage: 100% (100% mechanical)
 Rain water: 100% (100% mechanical)

AIR CONDITIONING:

Living, Dining and Kitchen provision for split AC.
 Master Bedroom, Front and rear for three top provision for split AC.
 Other Bedrooms, Bathrooms and Kitchen for split AC (provision for additional cost)

ELECTRICAL:

Apartment
 3-bedroom: 8 KW | 2-bedroom: 6 KW
 Modular switches: Anchor Rama or equivalent

DC BACKUP:

3-bedroom: 3 KW | 2-bedroom: 2 KW
 Emergency power for lifts, pumps and lighting in
 Common areas - 100%

LANDSCAPING:

Activities provided in Clubhouse Gym, swimming pool, multipurpose hall, and sports area

SCHEDULE "C" SPECIFICATIONS:

IN WITNESS WHEREOF, the Parties hereinabove named have set their respective hands and signed this AGREEMENT TO SELL in the presence of attesting Witnesses, on the day first above written.

WITNESSES

Singh M
#20 Vittal Mulla Road
Bangalore - 560001
Chit
CHETHAN

SELLER

BUILDER

#20 Vittal Mulla Road
Bangalore - 560001

For BRIGADE ENTERPRISES LTD

1. [Signature]
 2. [Signature]
 Authorised Signatories
 SELLERS

Nithin
 PURCHASER/S

Buyer by me
[Signature]
P. D. PRASAD
Bangalore
BRIGADE ENTERPRISES LTD

