

AGREEMENT TO SELL

This Agreement to sell is executed on this _____ day of _____ Two Thousand Eighteen, (____2018) at Bengaluru.

BY AND BETWEEN:

1. **ETA Star Infopark**, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bengaluru - 560 042, (PAN - AACFE6010C), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory Mr. Srirama Vasam (Aadhar No. 938754357165) authorized *vide* board resolution dated 29th Sept 2014, hereinafter referred to as the "**Vendor No. 1**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)
2. **ETA Karnataka Estates Limited** (CIN No. U18101TN1996PLC036220), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, "Chennai Citi Centre, #10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004 and one of its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bengaluru - 560 042 (PAN - AACCB0947J), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory Mr. Srirama Vasam (Aadhar no938754357165) authorized *vide* board resolution dated 29th Sept 2014, hereinafter referred to as the "**Vendor No. 2**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

(Hereinafter Vendor No. 1 and Vendor No. 2 are collectively referred to as "**Vendors**" or "**Landowners**" unless specified separately)

3. **ETA Constructions (India) Limited** (CIN no U85110TN1995PLC064362), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, "Chennai Citi Centre, #10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004 and one of its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bengaluru - 560 042 (PAN - AAACE7190C), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory Mr. Srirama Vasam (Aadhar no. 938754357165) authorized *vide* board resolution dated 29th Sept 2014, hereinafter referred to as

the “**Confirming Party**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

AND:

Relationship Properties Private Limited (CIN No. U45200MH2008PTC178830), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 70, Nagindas Master Road, Fort, Mumbai- 400 023 and its operational corporate office at No. 1/1, Binnypet , Hosakere Road – Bengaluru - 560 023 (PAN - AADCR8947D), represented by its authorized signatory Mr. Srirama Vasan (Aadhar No. 938754357165) , Mr. Suresh Kumar (Aadhar No. 339482997759) and Mr. Anirban Ghosh (Aadhar No. 263056744469) authorized *vide* board resolution dated 29th Sept 2014 and 26th December 2017 hereinafter referred to as the “**Developer**” / “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

(The Vendors and the Developer are collectively referred to as the First Party and individually Vendors and Developer as the case may be)

AND:

[If the Purchaser is a company]

_____ (CIN No. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns);

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar No. _____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged about ____, residing at _____, (PAN _____), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in- interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr._____, (Aadhar No. _____) son of ____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN_____), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendors, Developer and the Purchaser are collectively referred to as the “Parties” and individually referred as the Vendors, Developer and Purchaser/s or “Party”, as the case may be.)

WHEREAS:

- A.** The Vendor No. 1 is the sole and absolute owner in possession and in enjoyment of the land admeasuring about 42.000 acres situated at new Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023.
- B.** The Vendor No. 2 is the sole and absolute owner in possession and in enjoyment of the land admeasuring about 10.8337 acres situated at new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023.
- C.** The Vendor No. 2 and the Confirming Party have entered into Joint Development Agreement dated 2nd August 2010 which is registered as document No. 1355/2010-11 in Book I and stored in CD No. SRID 94 at the office of the Sub-registrar, Srirampuram, Bengaluru, in respect of the land admeasuring about 10.8337 acres situated at new Municipal No. 1/1 (old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023.
- D.** The Vendor No. 2 and the Confirming Party have, after the execution of the above mentioned said Joint Development Agreement dated 2nd August 2010, by way of Rectification Deed dated 31.03.2011, restricted their development out of the said land admeasuring about 10.8337 acres situated new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023, to the extent of 5.7937 acres and the Confirming Party have assured and represented that the said 5.7937 acres shall be developed only as Commercial / shopping and for no other purpose and the remaining extent of 5.04 acres is available to the Vendor No. 2 for development;

- E. Vendor No. 1, and the Vendor No. 2, with the consent of the Confirming Party, entered into a Joint Development Agreement dated 28th March 2011 (registered as document No. 3523/10-11 in Book I, CD No. SRID 102 at the office of the Sub Registrar, Srirampuram, Bengaluru, hereinafter referred to as the “**JDA**”) with the Developer herein and whereas the Vendor No. 1, Vendor No. 2 and the Confirming Party in terms of the said Joint Development Agreement dated 28th March 2011 have also executed two Powers of Attorney on dated 28th March 2011 (Registered as document No. 63/2010-11, in Book IV, CD No. SRID 102 at the office of the Sub Registrar Srirampuram, Bengaluru) and on 30th March 2011 (Registered as document No. 62/2010-11, Book IV, CD No. SRID 102 at the office of the Sub Registrar Srirampuram, Bengaluru), the said two Powers of attorney are hereinafter referred to as the “**POAs**”, interalia authorized the Developer to develop as well as to sell the undivided share in lands admeasuring about 42.000 acres bearing new Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 and the undivided share in land admeasuring about 5.04 acres being part of new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 together in all admeasuring about 47.04 Acres and to share the revenue from the sale of the constructed area amongst them in terms of the JDA;
- F. On the application made by First Party to club the land admeasuring about 42.000 acres bearing Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023, and the land admeasuring about 10.8337 acres earlier being Municipal No.1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 together in all admeasuring about 52.8337 Acres, the Bruhat Bengaluru Mahanagara Palike has clubbed the khatas of Municipal Nos. 1 and 1/1 in all admeasuring 52.8337 Acres and assigned new single Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 and hereinafter referred to as the “**Larger Property**”.
- G. The Vendors have by way of the Deed of Relinquishment dated 19th February 2011 (registered as document No. 2666/2010-11) released and relinquished in favour of BDA an area of **8,852.16** square meters out of the Larger Property for road widening and formation of approach road to Parks / Open Spaces & civic amenity site of which area the FAR will be consumed in the Larger Property.
- H. The Vendors have by way of the Deed of Relinquishment dated 21st November 2013 (registered as document No. 2391/2013-14) released and relinquished in favour of BDA an area of 25,793.09 square meters out of the Larger Property being the part of parks and open spaces land, road of which area the FAR will be consumed in the Larger Property.
- I. The First Party has secured master plan sanction from the Bangalore Development Authority for the development of the Larger Property bearing BDA/TPM/DLP-50/2009-10/5064 dated 15th March 2011, read with the

modified plan bearing No. BDA/TPM/DLP-50/2009-10/4037/2013-14 dated 30th November 2013 and further read with modified plan bearing No. BDA/TPM/DLP-50/2009-10/4879/2014-15 dated 28th March 2015. The said sanctioned master plan comprises development of residential, commercial and hospitality (the “**Development**”) in portions of the Larger Property.

- J. As part of the Development, the Developer is developing a multi-storied residential apartment complex comprising of multiple phases, on 46.39 Acres undivided share from and out of the Larger Property (hereinafter referred to as the “**Schedule ‘A’ Property**”), which shall be known as “ParkWest” and is hereinafter referred to as the “**ParkWest**”.
- K. The floor area ratio (FAR) consumed from approximately 94,304.27 square meter of allocable undivided share from and out of the Schedule ‘A’ Property (hereinafter referred to as the “**Schedule ‘B’ Property**”) would be utilized for the construction of seven (7) residential towers in ParkWest and the remaining land area of approximately 42,393.82 square meter of allocable undivided share from and out of the Schedule ‘A’ Property would be developed in subsequent phases as residential development of ParkWest by the Developer or anyone claiming through the Landowners / Developer.
- L. The ParkWest is being developed in several phases, which would be constructed from time to time, by the Developer or anyone claiming through the Landowners / Developer with each of the phases being independent project in terms of the Act.
- M. The Developer has secured plan sanction from the Bruhat Bengaluru Mahanagara Palike (BBMP) vide their sanction LP No. JDTP(S)/LP31/2010-2011 dated 18.09.2015 (the “**Sanctioned Plan**”) for developing 7 phases utilising the FAR of part of the land area out of the Schedule “A” Property, i.e. the Schedule ‘B’ Property.
- N. The First Party have registered the tower “**ParkWest - Mulberry - Tower 3**” as Phase 3 under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered the Phase 3 as a project (Park West - Mulberry - Tower 3) and granted Registration No. **PR/KN/170729/000292** to the Project. The website for the Project is www.parkwest.co.in;
- O. The Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas and the Common Amenities and Facilities, which are not covered under the Phase Association for maintenance in ParkWest, shall be maintained by the Apex Association (defined below). These Common Areas and Common Amenities and Facilities of ParkWest shall be completed from time to time however all of which shall be completed on all the Phases of ParkWest being complete. The Common Areas and Common Amenities and Facilities of ParkWest will get connected with the completion of all the Phases of the ParkWest.

- P.** In terms of the Scheme formulated by the Developer, any Person/s interested in owning a Private Residence in the Project will be entitled to proportionate undivided share in the land out of the Schedule 'B' Property.
- Q.** The Purchaser made an application for allotment of a Private Residence in the Project vide Application No.____ dated _____ and the Purchaser has been allotted Private Residence No.____ on the ____Floor of the Project (shown as Mulberry Tower and Wing____ in the Sanctioned Plan) having a carpet area of _____ square feet (i.e. super built up area of _____ square feet which is inclusive of the share in the Common Area of the Project) along with _____car parking slot no. ____ in the basement which is more fully set out in Schedule "C".
- R.** The First Party is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendor regarding the Schedule 'A' Property on which ParkWest is to be constructed have been completed;
- S.** The First Party has made disclosures to the Purchaser in this Agreement under Clause 10;
- T.** The Purchaser has gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- U.** The Purchaser hereby confirm that they are signing this Agreement after taking legal advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- V.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement whereby the First Party hereby agrees to sell and the Purchaser hereby agrees to purchase the Schedule C Property on the terms and conditions appearing hereinafter;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a)** **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate

(Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time;

- (b) **“Agreement”** shall mean this agreement to sell the Schedule “C” Undivided Share and construction of the Schedule ‘C’ Private Residence, including the schedules and annexes hereto, as may be amended from time to time;
- (c) **“Apex Association”** shall mean an association formed by the First Party pertaining to the management and maintenance of the Common Areas of ParkWest and the Common Amenities and Facilities of ParkWest, which association shall be formed under the provision of Karnataka Apartment Ownership Act, 1972 and its rules or such other law as may be applicable.;
- (d) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule ‘A’ Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires;
- (e) **“Association” or “Association of Owners” or “Owners Association”** shall all mean the same, being the Association of Owners that is established by the First Party, in respect of Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (f) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities And Facilities of the Project;
- (g) **“Balance Sale Consideration”** shall mean any part of the Sale Consideration (*defined below*) which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the Payment Plan in terms of Annexure 1 hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (h) **“Booking Amount”** shall mean the amounts paid by the Purchaser on or before the execution of this Agreement being not more than 10% of the Sale Consideration.
- (i) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Private Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (j) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of the Project and as detailed in Annexure 3 hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or Owners Association to be followed by all the owners / occupiers of the Private Residences in the Project;

- (k) **“Common Areas of ParkWest”** shall mean and include the areas as demarcated and declared as common areas of the ParkWest and as detailed in Annexure 4 hereto. The Common Areas of ParkWest will be completed from time to time and are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Apex Association to be followed by all the owners / occupiers of the Private Residences of all the Phases in ParkWest.
- (l) **“Common Amenities & Facilities of Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure 5 hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Association to be followed by all the owners / occupiers of the Private Residences in the Project.
- (m) **“Common Amenities & Facilities of ParkWest”** shall mean and include those amenities and facilities of ParkWest as detailed in Annexure 6 hereto. The Common Amenities and Facilities of ParkWest are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Apex Association to be followed by all the owners / occupiers of the Private Residences of all the Phases in ParkWest.
- (n) **“Completion Period”** shall mean the 31st July 2018 or such extended time as provided in Clause 7 below, before which the Developer would have completed the Project in terms of the Specifications for the Project and applied for and secured the Occupancy Certificate for the Project.
- (o) **“Deed of Declaration of the Project”** shall mean the deed of declaration that would be executed by the First Party to submit the Project, the Common Areas of Project, and the Common Amenities and Facilities of Project, to the concerned authority under the provision of the Karnataka Apartment Ownership Act, 1972;
- (p) **“Disclosures”** shall mean the disclosures made by the First Party to the Purchaser, pertaining to Project and the development of the Schedule “A” Property as detailed in Clause 10 below and accepted by the Purchaser to their knowledge;
- (q) **“First Party Warranties”** shall mean the representations, assurances and warranties given to the Purchaser in terms of Clause 9.1 below;
- (r) **“Force Majeure”** shall mean the occurrence of one or more of the events such as war, flood, drought, fire, cyclone, earthquake any other calamity caused by nature.
- (s) **“Interest”** means the rate of interest payable by the Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- (t) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial

authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule 'A' Property;

- (u) **"Limited Common Area"** shall mean any exclusive garden area attached to any specified Private Residences, any exclusive terrace area attached to any specified Private Residences, that are carved out from and out of the Common Areas of the Project, and which are allotted for the exclusive use by such Private Residences as they would be attached to and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area. The Purchaser Car Parking shall also be a part of the Limited Common Area and the allottees of their respective car parking space shall have the exclusive right thereto to the exclusion of other owners of the Private Residences. The maintenance of the Purchaser Car Parking and other car parking spaces shall form part of the common maintenance cost of the Common Areas of Project and the Common Amenities and Facilities of Project;
- (v) **"Occupancy Certificate"** means the certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the Project, and pursuant thereto permitting occupation of the Private Residences in the Project for which such certificate is issued;
- (w) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in Annexure 2 hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration and Statutory Payments.
- (x) **"ParkWest - Mulberry - Tower 3_ Account"** shall mean the account opened in HDFC Bank, Fort Branch bearing account Numbers RPPL Mulberry RERA 70 Account, Current A/C No57500000047301 , RPPL Mulberry GST Account, Current A/C No. 57500000047251 and standing in the name of the Developer;
- (y) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser as listed under Annexure 1 hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (z) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (aa) **"Phase/s"** shall mean the phase/s developed or being developed in ParkWest.

- (bb) **"Phase Association"** shall mean an association of owners of a particular Phase of ParkWest, formed under a deed of declaration of that Phase.
- (cc) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of development on the Schedule 'B' Property and as detailed in Recital L.
- (dd) **"Private Residence/s"** shall mean the residential units together with non-exclusive use of Common Areas of Project and ParkWest and the Common Amenities and Facilities of Project and ParkWest;
- (ee) **"Project"** shall mean the Phase "Park West - Mulberry - Tower 3", shown in Black colour in the Plan annexed as Annexure 10 hereto;
- (ff) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Private Residence or by any of the occupiers of the Schedule "C" Private Residence under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Annexure 8 hereto;
- (gg) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 12 hereof;
- (hh) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 9.2 hereof;
- (ii) **"Residence Owners / Owners"** shall mean any owner or owners of Private Residence/s in the Project or ParkWest as the context may require;
- (jj) **"Rights and Obligations"** shall mean the obligations set out in Schedule "E" hereto and the rights set out in the Schedule "D" hereto in the use and enjoyment of the Schedule "C" Private Residence, the Common Areas and the Common Amenities and Facilities of the Project;
- (kk) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3;
- (ll) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the First Party in favour of the Purchaser;
- (mm) **"Sale Deed"** shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule "C" Property in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to construct and own Schedule 'C' Private Residence;

- (nn) **“Schedule “A” Property”** shall mean the land on which the ParkWest is being developed in multiple Phases by the Developer and ascribed to the term in Recital J and more fully described in the Schedule “A” hereto;
- (oo) **“Schedule “B” Property”** shall have the meaning ascribed to the term under Recital K;
- (pp) **“Schedule “C” Property”** shall mean the Private Residence which is to be constructed for the Purchaser, under the Scheme with corresponding undivided share and more fully described in Part B and A respectively of the Schedule “C” hereto;
- (qq) **“Schedule “C” Undivided Share”** shall mean the undivided share out of the Schedule “B” Property corresponding the Schedule “C” Private Residence and more fully set out in Part A of Schedule ‘C’ hereto.
- (rr) **“Schedule “C” Private Residence”** shall mean the Private Residence to be constructed / constructed under the Scheme set out in Part B of Schedule ‘C’ hereto;
- (ss) **“Scheme”** shall mean the scheme of development of ParkWest under which Persons interested in owning a Private Residence in Project (a) would have to acquire undivided share corresponding to the Private Residence (which undivided share is from and out of the Schedule ‘B’ Property) and (b) to get the Private Residence constructed, from the Developer and own the same.
- (tt) **“Specifications for the Project”** shall mean the specifications of construction of the Project and as set out in Annexure 9 hereto or any equivalent thereto in terms of quality;
- (uu) **“Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time, which will be payable by the Purchaser in addition to the Other Cost Charges and Expenses, under this Agreement;
- (vv) **“Structural Defects”** shall mean any structural defect or defect as defined in the Act relating to the Project;
- (ww) **“Super Built Up Area”** of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas of Project and such of the Common Area of Project used for housing the Common Amenities and Facilities of Project; and

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a)** In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b)** any reference to the singular shall include the plural and vice-versa;
- (c)** any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d)** the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e)** Harmonious Interpretation and Ambiguities within the Agreement:

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- (i)** Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
 - (ii)** Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii)** Between any value written in numerical or percentage and in words, the words shall prevail.
- (f)** reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g)** each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h)** no Section in this Agreement limits the extent or application of another Section;
- (i)** headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (j)** the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k)** this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily

responsible for drafting the agreement shall not be applicable to this Agreement.

2 AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the First Party, agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "C" Undivided Share and the Developer agrees to construct the Schedule "C" Private Residence under the Scheme in terms of the Agreement.

3 SALE CONSIDERATION:

The Sale Consideration to be paid by the Purchaser for the Schedule 'C' Property to the Developer shall be Rs _____/- (_____ only) (i.e. Rs. _____ per square meter of super built up area) which is inclusive of the applicable Statutory Payments. This does not include the Other Costs Charges and Expenses.

4 PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS.

- 4.1 The Purchaser has paid a sum of Rs. _____/- (Rupees _____ only) being the Booking Amount for the Schedule "C" Property on the execution of this Agreement to the Developer.
- 4.2 The Purchaser has assured the Developer that the Purchaser shall pay the Balance of the Sale Consideration, the Statutory Payments and the Other Costs, Charges and Expenses without any delay or default in terms of the instalments set out in the Payment Plan. The Payment Plan is linked to the percentage completion of each stage of construction as set out in Annexure 7. In the event of any acceleration in payment of any stages of construction due to the Developer having completed the stage of construction in advance, the Purchaser shall make such additional payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the Developer that the Balance of the Sale Consideration, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Developer having raised a demand for payment of such instalment.
- 4.3 For the purpose of this Agreement it is agreed that Sale Consideration and Other Cost Charges and Expenses specified in this Agreement is based upon taxes, duties, levies and charges prevailing at the time of signing of this Agreement. If any rates or taxes are increase or decrease or new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of continuation of this Agreement

which was or will be assessed on the Developer in connection with this Agreement, an equitable adjustment of the Sale Consideration and Other Cost Charges and Expenses shall be fully take into account of such change by addition to the Sale Consideration and Other Cost Charges and Expenses or deduction therefrom as the case may be.

- 4.4 The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire ParkWest development.
- 4.5 All payments toward the Balance of the Sale Consideration shall be made by cheque or demand draft or wire transfer payable in favour of the Developer and as directed by the Developer to the Phase "Park West - Mulberry - Tower 3" Account.
- 4.6 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first instance of a cheque being dishonoured, a sum of Rs 1,000/- (Rupees One Thousand Only) plus applicable Statutory Payments would be debited to the purchaser/s's account. In the event of the 2nd instance of a cheque being dishonoured, a sum of Rs 3,000/- (Rupees Three Thousand Only) plus applicable Statutory Payments would be debited and for all subsequent cheque being dishonoured a sum of Rs. 5000/- (Rupees Five Thousand Only) plus applicable Statutory Payments would be debited to the purchaser/s's account
- 4.7 The amounts deposited in the Phase "Park West - Mulberry - Tower 3" Account shall be withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification in terms of the Act.
- 4.8 Tax Deduction at Source ("TDS") of 1% of Sale Consideration plus applicable Statutory Payments shall be paid by the Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before **30 days** of the subsequent month of deduction.

5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER

- 5.1 In the event the Purchaser fails to make payment of any of the instalments due as per the Payment Plan despite having been issued two notices in that regard, the Purchaser shall become liable to pay Interest to the Developer on the unpaid amount from the date it is due till payment. In case Purchaser has done any payment through RTGS/ wire transfer /NEFT then in such case the Purchaser has to intimate the Developer in writing about such details of transfer. Based on such intimation receipt date, Developer shall credit the Purchaser's account on such date of intimation. In case the Purchaser has failed to intimate the Developer of RTGS/ wire transfer /NEFT payment made, it shall be construed

as payment not made and the Purchaser shall be liable to pay delayed interest due to such delay in intimation or non-intimation.

- 5.2 If the Purchaser fails to make payment of the instalments due and the outstanding Interest, within the notice period, despite having been notified in terms of Clause 5.1, the Developer will be entitled to terminate this Agreement by issuing 30 days' notice. On such termination notice being issued, the Purchaser has agreed that the Developer will be entitled to forfeit in its favour the Booking Amount and deduct the Interest liability as liquidated damages, deduct the Statutory Payments made by the Purchaser to the Developer and refund the balance of amounts received from the Purchaser within 60 days of such termination against the Purchaser executing a cancellation agreement and handing over the original of this Agreement.
- 5.3 On such termination the Developer shall be entitled to deal with the Schedule "C" Property without any further documentations and the First Party shall be released and discharged from all its obligations and liabilities under this Agreement, notwithstanding the Purchaser not having executed the cancellation agreement in terms of Clause 5.2 above.
- 5.4 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of Clause 5.2 above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank / financial institution shall forthwith issue "no dues certificate" in favour of the First Party and hand over the original of this Agreement that may be deposited by the Purchaser against the First Party paying the amounts to the bank or any financial institution.

6 CONSTRUCTION OF THE SCHEDULE "C" PRIVATE RESIDENCE

- 6.1 The Developer shall construct the Schedule "C" Private Residence as per the Plan and in accordance with the Specifications provided herein and the terms set out in the Specifications. The Developer shall not make any change to the Schedule "C" Private Residence without the consent of the Purchaser. Provided that the Developer at the request of the Purchaser may make such minor changes in the Schedule "C" Private Residence, for which the Purchaser would be required to pay additional cost as agreed.

7 DATE OF DELIVERY OF THE SCHEDULE C PRIVATE RESIDENCE:

- 7.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Developer shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 60 days of the Developer furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule "C" Private Residence and complete the Sale Deed simultaneously with taking possession.
- 7.2 The Completion Period shall be extended by such time as the Developer may be permitted in terms of the Act.

8 RIGHT OF THE DEVELOPER TO DEVELOP PARKWEST, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF PARKWEST AND THE OTHER PHASES OF PARKWEST:

- 8.1 The Purchaser agrees that the Developer shall have an unobstructed right without hindrance, to progress the construction of ParkWest and all the Common Areas of ParkWest and the Common Amenities and Facilities of ParkWest.
- 8.2 The Purchaser agrees that the Developer will be entitled to free and uninterrupted access, at any point of time in any part of the Schedule "A" Property, for the development of ParkWest or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect,
- 8.3 The Purchaser is fully aware that the Developer will be developing and constructing / completing the other Phases of ParkWest and Common Areas and the Common Amenities and Facilities of ParkWest from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Phases within the completion period for the ParkWest even if the Purchaser has taken possession of the Schedule "C" Private Residence in the Project which is completed and the Developer has secured Occupancy Certificate for the Project.
- 8.4 In the event the Developer having taken finance for construction and completion of ParkWest against the security of the Schedule "A" Property, at the time of handover of possession of the Schedule "C" Property, the Schedule "C" Undivided Share shall be released from such mortgage and it shall not affect the rights and interest of the Purchaser to the Schedule "C" Private Residence.
- 8.5 The Purchaser is fully aware and has understood the Disclosures made by the First Party pertaining to ParkWest.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 The First Party acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Undivided Share, and get constructed the Schedule "C" Private Residence from the Developer, taking into consideration the Disclosures made by the First Party under Clause 10 below and based on the representations and warranties set out below (the "**First Party Warranties**"):
 - 9.1.1 The Vendors are the absolute owner of the Schedule "C" Undivided Share with exclusive possession of the Schedule "A" Property and no Person other than the Vendors have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "C" Undivided Share;
 - 9.1.2 The First Party have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;

- 9.1.3 The Vendors have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "C" Undivided Share;
- 9.1.4 Save and except (1) O.S. No. 594/2012 on the file of the Additional City Civil Judge filed by Rajamma and others against Ashraf A.R. Buhari; (2) Civil Revision Petition bearing CRP No. 276/2014 before the High Court of Karnataka filed by ETA Karnataka Estates Ltd against Rajamma and others; (3) Writ Petition bearing WP No. 3402/2014 before the High Court of Karnataka filed by V. Ramamurthy and others against Relationship Properties Private Limited; and (4) O.S. No. 1920/2017 on the file of the City Civil Judge filed by K.G. Shashidhar against S.V. Global Mill Limited and ETA Karnataka Estates Limited, to the knowledge of the Vendors the Schedule "A" Property is not subject to any other pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;
- 9.1.5 The First Party have not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any Person with respect to the Schedule "A" Property which will, in any manner, affect the rights of Purchaser under this Agreement;
- 9.1.6 To the knowledge of the First Party, the Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "C" Undivided Share;
- 9.1.7 There is no order of restraint by any court or order from any Authority prohibiting or restraining the alienation of the Schedule "C" Undivided Share in the manner herein contemplated;
- 9.1.8 All approvals, licenses and permits issued by the Authorities with respect to the Project and ParkWest are valid and subsisting and have been obtained by following due process of law. Further the First Party have been and shall at all times be in compliance with all Applicable Laws in relation to the Schedule "A" Property and the Project;
- 9.1.9 The First Party have duly paid the land cost and will continue to pay all governmental dues till the issuance of the Occupancy Certificate and two months thereafter or the execution of the Sale Deed, whichever is earlier. In the event the First Party fails to pay the government dues collected by the First Party from the Purchaser or any liability towards the mortgage loan and interest thereon before the execution of the Sale Deed, the First Party agrees to be liable, even after the Sale Deed, to pay such outstanding government dues and or any mortgage loan and interest thereon or penal charges, if any. If the First Party has collected any of the government dues from the Purchaser for the period post the physical possession of the Schedule C Private Residence, the First Party shall be liable to pay the amounts collected even after the transfer of the Schedule C Property;
- 9.1.10 The First Party agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule "C" Property;

- 9.1.11 The First Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 9.1.12 The Developer has obtained Contractor all risk policy & Erection all risk insurance policy related to the development and construction of the Project and shall pay the insurance premiums until the Project is completed;
- 9.1.13 The computation of the Sale Consideration of the Schedule "C" Property includes consideration for land being the Schedule "C" Undivided Share, construction cost of the Schedule "C" Private Residence, the cost of the Common Amenities and Facilities of the Project and the Common Areas of Project and the Common Areas and Common Amenities of ParkWest;
- 9.1.14 That the First Party will not convey or cause to be conveyed to any purchaser of the Private Residence/s in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the First Party and the Purchaser as per this Agreement;
- 9.1.15 The First Party are not restricted in any manner whatsoever from selling the Schedule "C" Undivided Share and constructing the Schedule "C" Private Residence in the manner contemplated in this Agreement.
- 9.2 The Purchaser acknowledges that the First Party have entered into this Agreement and has agreed to sell the Schedule "C" Undivided Share and the Developer has agreed to construct the Schedule "C" Private Residence, based on the representations and warranties set out below (the "**Purchaser Warranties**"):
- 9.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- 9.2.2 That the Purchaser shall make all the payments and all of its instalments in full under this Agreement, in time and without any delay;
- 9.2.3 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the Vendors to the Schedule "A" Property and the Developer's right to develop Schedule "A" Property, has entered into this Agreement;
- 9.2.4 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the First Party as detailed in Clause 10 below and after understanding the same, the Purchaser has entered into this Agreement.
- 9.2.5 That the Purchaser confirms that in case of any change / modification in the taxes, the subsequent amount payable to the Developer shall be

increased or decreased based on such change or modification and the Purchaser further agrees that such change would amount to change in the Sale Consideration, which the Purchaser shall bear;

9.2.6 That the Purchaser shall become a member of the Association and the Apex Association that would formed by the First Party and be bound by the terms and condition and Bye Laws thereof. The Purchaser shall also pay the amounts required to be paid as may be resolved by the Association and the Apex Association.

9.2.7 The Purchaser authorizes the Developer to adjust all payments made by him / her under any head(s) of the instalment of the Payment Plan, due against lawful outstanding of the Purchaser against the Schedule "C" Private Residence, if any, in the Purchaser's name and the Purchaser undertakes not to object / demand / direct the Developer to adjust the payments in any other manner.

10 DISCLOSURES:

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

10.1 That, the Developer has utilized an FAR of 0.6176 from and out of the Schedule "A" Property, that is consuming land areas set out in the Schedule "B". The Developer will be utilising the remaining of the FAR of the Schedule "A" Property in other phases at the absolute discretion of the Developer.

10.2 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of consumption of the FAR for the Project.

10.3 The Common Amenities and Facilities of ParkWest and the Common Areas of ParkWest are to be maintained by all the Residence Owners of ParkWest in common irrespective of the location of such Common Area and the Common Amenities and Facilities in ParkWest.

10.4 The Common Amenities and Facilities of the Project and the Common Areas of the Project are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.

10.5 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule "C" Private Residence and not for any other purpose. Purchaser has agreed that on the Developer being permitted under the provisions of the Act, for any change in FAR, the undivided share would stand varied and will be corresponding to the Schedule "C" Private Residence that is being constructed under the Scheme. Accordingly the quantum of undivided

share to be conveyed would be finally declared in the Deed of Declaration of the Project and as recorded in the Sale Deed;

- 10.6 That, the Schedule "C" Private Residence, the Common Areas of Project and the Common Amenities and Facilities of Project shall be used in terms of the rules and regulations formulated by the Developer and / or the Association of Owners.
- 10.7 That, the First Party will be forming an Association of Owners for the management and maintenance of Common Areas of Project and the Common Amenities and Facilities of Project, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project by execution of the and a Deed of Declaration of the Project under the Applicable Law.
- 10.8 That, an extent of 25,793.09 square meters for the parks and open spaces has been relinquished to Bangalore Development Authority under a Deed of Relinquishment dated 21st November 2013 (registered as document No.2391/2013-14) , and 8,852.16 square meters for road widening under a Deed of Relinquishment dated 19th Feb 2011 (registered as document No.2662/2010-11);
- 10.9 That, an extent of 16430.10 square meters has been reserved for civic amenities Site as per the development plan.
- 10.10 The Developer has informed the Purchaser and the Purchaser is fully aware and has agreed that the Schedule "C" Private Residence can be used only for residential purpose and in terms of the rules and regulation formulated by the Developer and or the Association of Owners.
- 10.11 The Purchaser is aware and has also agreed that the Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Private Residence owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the Project. The Purchaser has also been informed that the Deed of Declaration of the Project shall also provide the details of such Limited Common Area and its use and exclusivity.

11 CONVEYANCE, AND DELAY IN TAKING CONVEYANCE:

- 11.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance of the Schedule "C" Property on the Developer having informed the Purchaser that the First Party is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate. The Developer shall handover a copy of the Occupancy Certificate to the Purchaser at the time of the conveyance;
- 11.2 Consequent upon the Developer informing that the Schedule "C" Private Residence is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 2 (two) months of such intimation, make all payments

under this Agreement, and shall come forward to make balance of the payments under this Agreement and take conveyance of the Schedule "C" Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in Clause 5, shall become applicable and the Developer will be entitled to enforce any of its rights thereunder. Without prejudice to the right of termination in Clause 5.2, if the Developer does not terminate this Agreement, the Purchaser shall become liable to pay Statutory Payments, Other Cost Charges and Expenses, Interest liability on the outstanding instalment under the Payment Plan from the date of the Occupancy Certificate till Purchaser taking conveyance.

- 11.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges plus Statutory Payments and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance is not taken, and the Developer has not terminated this Agreement.
- 11.4 The Purchaser shall be liable to pay the stamp duty and registration fees plus Statutory Payments in terms of Clause 25(h) below.
- 11.5 The Purchaser shall also bear the legal costs plus Statutory Payments associated with the preparation, finalisation, completion, and execution of the documentation (including this Agreement, Sale Deed).

12 ASSURANCES, COVENANTS AND UNDERTAKINGS OF THE PURCHASER

The Purchaser assures, undertakes and covenants with the First Party as follows:

- 12.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule "C" Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.
- 12.2 To get the Schedule "C" Private Residence, constructed by the Developer, and shall have no right to construct or to require the Schedule "C" Private Residence to be constructed through any Person other than the Developer.
- 12.3 Not to seek partition or division or separate possession of the Schedule "C" Undivided Share, not to object to the construction of other structures ParkWest by the Developer including residences for sale to other purchasers and not to question or challenge the sale price agreed between the First Party and the purchasers of the rest of the undivided interests in ParkWest. This covenant shall run along with the land comprised in the Schedule "C" Undivided Share hereto.
- 12.4 That the Purchaser has inspected the documents of title, relating to the Schedule "A" Property belonging to the Vendors. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, Specifications for the Project, the Scheme of development, the right of the Developer to develop ParkWest and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, Specifications for the

Project, the Scheme of development of ParkWest, the rights of the Developer and the Disclosures made by the First Party, has entered into this Agreement.

- 12.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to ParkWest in general and the Project in particular. That the Purchaser hereby undertakes that he / she shall comply with and carry out from time to time after he / she has taken over for occupation and use the Schedule "C" Private Residence, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Private Residence at his / her own cost.
- 12.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the First Party, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in ParkWest for any reason whatsoever.
- 12.7 That the Purchaser is also aware and agrees that some of the Common Areas of ParkWest and Common Amenities and Facilities in ParkWest shall be completed from time to time and all of which shall be completed within the completion of all the Phases of ParkWest. The completion of the Common Areas of ParkWest and the Common Amenities and Facilities of ParkWest from time to time post the completion of the Project, shall not give any right to the Purchaser to claim any damages from the Developer.
- 12.8 The Purchaser and other owners of the Private Residences in Project undertake to join the Association and the Apex Association formed by the First Party. The Purchaser along with the Sale Deed will also execute Form B for becoming a member of the Association and another Form B for becoming member of the Apex Association as provided in the Karnataka Apartment Ownership Act, 1976
- 12.9 That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clause 18 of this Agreement.
- 12.10 That after the Project is handed over to the Owners Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas and Common Amenities and Facilities thereof , as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities of Project are done so as to ensure proper functioning thereof.
- 12.11 After the maintenance of the Project is handed over to the Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of Project.
- 12.12 After the maintenance of the Common Areas of ParkWest and the Common Amenities of ParkWest is handed over to the Apex Association, the Developer shall not be responsible for them and the Apex Association shall be responsible

for management and maintenance thereof including all the equipment and its maintenance and management.

- 12.13 Statutory Payments for the development of the Schedule "C" Private Residence further to this Agreement which are not levied at the moment, but after the Schedule "C" Private Residence is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the First Party of any instances of taxes on this Agreement, accruing in future.
- 12.14 The Purchaser covenants that the Purchaser shall have the rights and be bound and liable to comply with the obligations set out under the Rights and Obligations.
- 12.15 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the remaining Phases of ParkWest on the Schedule "A" Property including the development and construction of the other Phases.
- 12.16 That the Purchaser's rights under this Agreement are confined to the Schedule "C" Private Residence and the Purchaser shall not have any right in any other Phases or any part of other part of ParkWest and the Schedule "A" Property.
- 12.17 The Purchaser agrees not to alter or subscribe to the alteration of the name of ParkWest and the Project it being acknowledged that neither the Purchaser nor other owners of residences within ParkWest have any right to seek such change without the prior written consent of the Developer. The Developer will be entitled to make the change in the name at their discretion from time to time till the hand over to the Association and Apex Association.
- 12.18 On inspection during the progress of works of the Schedule "C" Private Residence, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule "A" Property. The Purchaser shall not instruct the site staff to stop / modify / continue any works for any reasons whatsoever.
- 12.19 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Private Residence to the Purchaser by the Developer. The Developer does not owe any responsibility for any breakages damages caused by the Purchaser to any of the finishing works or to the structure already handed over to the Purchaser. The Developer is not answerable to any kind of thefts, pilferages, etc during the course of the interior works.
- 12.20 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason / cause for the Developer to terminate this Agreement and in which case the consequences of termination under Clause 5 would follow immediately.
- 12.21 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas of Project and ParkWest, Common

Amenities and Facilities of the Project and ParkWest and not place any heavy material in the Common Areas being passages or staircase of the Project.

- 12.22 The Purchaser shall be solely responsible to keep the Schedule "C" Private Residence the walls, drains, pipes and other fittings in good and habitable condition in particular at his / her own cost, so as to support and protect the parts of the Project, and to carry out any internal works or repairs as may be required by the Association;
- 12.23 The Purchaser agrees that all the covenants and assurances of the Purchaser as set out above shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 12.24 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Developer on the Project or ParkWest on a per unit basis. Where taxes cess, charges etc. are payable on a Project or ParkWest wide basis, these shall be prorated based on the measurement of the Schedule "C" Private Residence and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Developer in this behalf.
- 12.25 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development / construction approvals of the Project.
- 12.26 The Purchaser agrees and covenants that the First Party shall not be held liable for any representations / commitments / details / information provided by the real estate agent / broker / channel partner, of whatsoever nature, which are not stated in this Agreement or not provided by the First Party.
- 12.27 The Purchaser agrees that neither the Vendors nor the Developer shall be responsible, accountable or liable in any manner whatsoever to any Person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Association.

13 NATURE OF RIGHT OF USAGE

- 13.1 It is agreed that the Schedule "C" Private Residence shall be used only for the purpose of a personal residence.
- 13.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 13.3 All the Common Areas and the Common Amenities and Facilities of the Project and ParkWest shall be for non-exclusive use as provided herein.

- 13.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas of the Project in any manner whatsoever, other than those earmarked as parking spaces for parking cars, and the same shall be reserved for use by the Association formed by the **Residence Owners** for rendering maintenance services.

14 RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE.

- 14.1 In the event of damage or destruction of the Project where such damage or destruction occurs after the completion of the Project, all Residence Owners in the Project shall have the right to repair or rebuild the Project and the affected Private Residences, subject to Applicable Law. The repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.
- 14.2 All the Residence Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in proportion to the size of their respective Private Residences and in a fair and equitable manner. The owners of the Private Residences based on the resolutions passed by the Phase Association will be entitled to utilise the funds available with the Phase Association for this purpose in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Phase Association for insuring the Phase against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

15 ASSIGNMENT

- 15.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this Clause 15.2 and Clause 15.3.
- 15.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the booking date or date of payment of 80% of the consideration under this Agreement, whichever is later.
- 15.3 Any assignment shall be, subject to Clause 15.2 , be done only by way of written agreement between the First Party, the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. 200/- (Rupees Two Hundred only) per square foot of Carpet Area plus applicable Statutory Payments. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

16 AMENITIES CENTRE FACILITY

- 16.1 The Purchaser is fully aware that the Developer will be providing an Amenities Centre on the civic amenity site or portion thereof which shall be handed over to the Apex Association on the same being formed. The said Amenities Centre will be managed by the Developer or any operator that the Developer may appoint

until the Apex Association is formed. The Purchaser herein will be entitled to the use of such Amenities Centre on purchase of the Schedule C Property. The Purchaser will be required to pay charges for construction and providing the Amenities Centre being an amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) plus applicable GST over and above the Sale Consideration. The Purchaser/s will also be required to pay a sum of Rs. 1,00,000/- (Rupees One lakh Only) plus applicable GST as deposit being the corpus for the Amenities Centre. The amounts of this corpus to be handed over to the Apex Association on handing over of the Apex Association to its members. The above amounts shall be exclusive of the taxes and the Purchaser will pay the taxes as may be applicable there on. The said amount shall be paid as and when demanded by the Developer and to be paid before the execution of the Sale Deed.

16.2 The Purchaser and all other Residence Owners shall be bound by the rules and regulations of the Amenities Centre. The Purchaser will be required to pay the annual subscription charges / and other usage charges of the facilities provided in the Amenities Centre as prescribed by the Developer or the Apex Association. The Apex Association on handing over of the Amenities Centre and its facilities will be responsible to manage, maintain and operate the same.

16.3 Apart from any other rules and regulations that would be formulated by the Developer and or the operator of the Amenities Centre and / or the Apex Association, the fundamental use of the Amenities Centre shall be in the manner set out below:

16.3.1 Membership of the Amenities Centre shall be restricted to a maximum of 3 family members plus 2 immediate dependents per Private Residence.

16.3.2 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Private Residence would be entitled to use the said Amenities Centre on payment of the subscription charges for the facilities provided in the Amenities Centre.

16.3.3 In the event the Schedule "C" Private Residence is purchased by a public limited or a private limited company, any Person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Amenities Centre on payment of the subscription charges for the facilities provided in the Amenities Centre.

16.3.4 In the event of inheritance, the Person inheriting and occupying the Schedule "C" Private Residence shall be entitled to membership of the said Amenities Centre on payment of the subscription charges for the facilities provided in the Amenities Centre.

16.3.5 In the event of there being any co-owner of Schedule "C" Private Residence such co-owners occupying the Schedule "C" Private Residence will be entitled to the use of the said Amenities Centre on payment of the subscription charges for the facilities provided in the Amenities Centre.

16.3.6 In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Private Residence will be entitled to the use of the said

Amenities Centre on payment of the subscription charges for the facilities provided in the Amenities Centre.

17 TAXES AND FEES

- 17.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Private Residence. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Private Residence after the conveyance of the Schedule 'C' Private Residence or 2 months after the Occupancy Certificate has been received, whichever is earlier.
- 17.2 If any Statutory Payments becoming payable in respect of the Schedule "C" Private Residence and or the Schedule "C" Undivided Share by the Developer for the period before the handover of the Schedule "C" Private Residence the same shall be borne by the Developer. If any Statutory Payments becoming payable in respect of the Schedule "C" Private Residence and or the Schedule "C" Undivided Share by the Developer for the period after grant of Occupancy Certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "C" Private Residence, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.
- 17.3 The Purchaser shall be liable to pay the amounts set out in Clause 17.1 and such maintenance charges from the date the Schedule "C" Private Residence is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

18 ASSOCIATION OF OWNERS

The Association of Owners shall be formed by the First Party, at any time but within 3 (three) months from the date on which majority of the purchasers have been allotted Private Residences in the Project. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule "C" Private Residence, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Developer, Deed of Declaration of the Project that would be executed by the First Party and later by the Association of Owners. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Private Residence, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Private Residence or the mere act of occupancy of the Schedule "C" Private Residence, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee. The First Party will also form an Apex Association for the management and maintenance of the Common Areas of ParkWest and Common Amenities and Facilities of ParkWest, before the

formation of the Association and the Purchaser shall become a member of the Apex Association and be bound by the terms and condition thereof.

19 MAINTENANCE OF THE SCHEDULE "C" PRIVATE RESIDENCE:

- 19.1 The Purchaser shall, from the date of receipt of the Occupancy Certificate for the Schedule "C" Private Residence, whether possession or conveyance of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes / expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas and the Common Amenities and Facilities of the Project as determined by the Developer plus the applicable Statutory Payments until such period the maintenance is handed over to the Association.
- 19.2 The Purchaser shall also pay the amounts towards the municipal taxes applicable to the Common Areas and the Common Amenities and Facilities of ParkWest and also the maintenance and management charges plus applicable Statutory Payments.
- 19.3 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Private Residence apart from the rules and regulations of the Association.
- 19.4 The Developer / maintenance agency / Association shall have rights of unrestricted access of all Common Areas and the Common Amenities and Facilities of the Project, basement areas for providing necessary maintenance services and the Purchaser shall permit the Association and / or maintenance agency to enter into the Schedule "C" Private Residence or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 19.5 The Developer or the agency appointed by the Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas of Project, the Common Amenities and Facilities of Project until the Association takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Private Residences. The Purchaser and other owners of the Private Residences in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of Occupancy Certificate to the Project.
- 19.6 The Developer will maintain the Common Areas of Project and the Common Amenities and Facilities of Project till the taking over of the maintenance of Project by the Association upon the issuance of the Occupancy Certificate of Project. The Developer will maintain the Common Areas of ParkWest and the Common Amenities and Facilities of ParkWest till the taking over of the maintenance by the Apex Association on the same being handed over by the

Developer to the Apex Association, such handing over shall be on the completion of all the Phases and handing over to all the Phase Association.

- 19.7 The Purchaser shall, after taking possession, be solely responsible to maintain the Schedule 'C' Private Residence at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project / ParkWest, or the Schedule 'C' Private Residence, the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule 'C' Private Residence and keep the Schedule 'C' Private Residence, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

20 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Developer's intellectual property rights by the Purchaser in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

21 DEFECT LIABILITY PERIOD:

In the event any Structural Defect in relation to the Project is brought to the notice of the Developer by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued, the Developer shall attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the Structural Defect at its cost. In the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act. Provided always that, if any Structural Defect or damage is found to have been caused due to any act of omission or commission of the Purchaser or any other purchaser/s or due to the negligence of the Purchaser or any other purchaser/s or his / her / their agents or Structural Defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Private Residence other than for its intended purpose or such other reasons attributable to the Purchaser, then the neither the Developer nor the Vendors shall be liable for any complained Structural Defect.

22 EXTENSION OF TIME DUE TO FORCE MAJEURE:

- 22.1 The Developer will be entitled to extension of time for completion of the Project and / or ParkWest due to Force Majeure conditions which make it impossible for the construction or the development of Project and / or ParkWest and as may be permitted by the Authority under the Act;
- 22.2 In the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated with a prior notice of 30 days to the Purchaser and the Developer shall refund to the Purchaser the entire amount received by the Developer from the Purchaser within 60 days from the date of termination under this clause against the execution of the cancellation agreement.

23 TERMINATION BY PURCHASER:

- 23.1 In the event of (i) there being any delay in handing over the Private Residence beyond the Completion Period of the Project for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Developer on account of suspension or revocation of registration of the Project in terms of the Act or for any other reason, the Purchaser will have the discretion to:
- 23.1.1 continue with the Agreement, in which event the Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Developer; or
- 23.1.2 terminate this Agreement and on such termination the Developer shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon calculated from the respective date of payment of the instalment under the Payment Plan against the Purchaser executing a cancellation agreement and handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule "C" Property without any reference to the Purchaser and notwithstanding the Purchaser not having executed the cancellation agreement.
- 23.2 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated forthwith. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement and execute the cancellation agreement to process the payment of the amount received less the Booking Amount which the Purchaser shall forfeit in favour of the Developer, within 60 days. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule 'C' Property without any reference to the Purchaser, notwithstanding the Purchaser not having executed the cancellation agreement.
- 23.3 On the notice being issued for the cancellation of this Agreement for any reason whatsoever, set out in this Agreement, the Purchaser agrees that the Purchaser shall not have any kind of rights and / or claims against the Developer or the

Schedule "C" Property and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement except the refund of the amounts or such amounts as adjudicated under the Act.

- 23.4 All taxes and duties already charged and deposited with the Tax Departments cannot be refunded back on Cancellation of this Agreement .

24 NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile / electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the Vendors care of its Power of Attorney Holders:

Address : No-1 & 1/1, Hosakere Road, Binnyfields, Binnypet,
Bengaluru - 560 023.
Attention : Mr. Anand Rao
Telephone : 9986644697
Email : anand.rao@shapoorji.com

- (b) In the case of notices and other communications to the Developer:

Address : No-1 & 1/1, Hosakere Road, Binnyfields, Binnypet,
Bengaluru - 560 023.
Attention : Mr. Anand Rao
Telephone : 9986644697
Email : anand.rao@shapoorji.com

- (c) In the case of notices and other communications to the Purchasers:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (d) All notices shall be deemed to have been validly given on **(i)** the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile / electronic transmission, or **(ii)** the business date of receipt, if transmitted by courier or registered mail.

- (e) Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as

being issued to the correct address, irrespective of the Party having changed its address without notifying.

25 MISCELLANEOUS

(a) Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Provisions of this Agreement Applicable on Purchaser / Subsequent Purchaser(s)

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule "C" Property shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment that would be permitted in terms of Clause 15 above for all intents and purposes.

(c) Severability

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

(d) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(e) Waiver

The Developer may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any of the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment.

Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other purchasers. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Developer's right to terminate this Agreement for any subsequent breach of the Purchaser in payment of the subsequent instalment under the Payment Plan.

(f) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(g) Entirety

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

(h) Stamp Duty, Registration Charges etc.

- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto.
- 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all expenses for registration of the Sale Deed, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges for registration of the Sale Deed, the Purchaser authorizes the First Party to withhold registration of the conveyance deed in his / her favour till full and final settlement of all dues and stamp duty and registration charges to the First Party is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957 including any actions taken or deficiencies / penalties imposed by the Authority.

(i) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be adjudicated through the adjudicating officer appointed

under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(j) Governing law and Jurisdiction

- 1) The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.
- 2) The Parties agree that the courts in Bengaluru shall have jurisdiction.
- 3) The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

26 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.

The Permanent Account number and Aadhar Card Number are as follows:

(a) Vendors

ETA Star Infopark

(i) PAN NUMBER: AACFE6010C

ETA Karnataka Estates Limited

(i) PAN NUMBER: AACCB0947J

ETA Constructions (India) Limited

(i) PAN NUMBER: AAAC E7190C

(b) Developer

**(i) Relationship Properties Private Limited PAN NUMBER:
AADCR8947D**

(c) Purchaser

(i) PAN NUMBER:

(ii) AADHAR CARD NUMBER:

LARGER PROPERTY

All the piece and parcel of land bearing Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 in all measuring about 52.8337 Acres and which is shown in black outline in the plan Annexure 10 hereto bounded as under:

East	Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road);
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West	Goripalya, Ranganatha Colony and New Binny Layout;
North	New Binny Layout Road, Private Property and Portion of Municipal No.1/1 retained by ETA Karnataka Estates Private Limited;
South	Goripalya;

SCHEDULE “A”

46.39 Acres of land carved from and out of the Larger Property on which residential development known as ParkWest is being developed and which is hatched black in the plan Annexure 10 hereto and bounded as follows:

East	Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road) and Portion of Municipal No. 1/1 retained by ETA Karnataka Estates Private Limited;
West	Goripalya, Ranganatha Colony and New Binny Layout;
North	New Binny Layout Road, Private Property and Portion of Municipal No.1/1 retained by ETA Karnataka Estates Private Limited;
South	Goripalya / Royapuram;

SCHEDULE “B”

94,304.27 square meters of undivided share land area out of the Schedule “A” Property, based on which the Developer has achieved the FAR for the Construction of Project.

SCHEDULE “C”

Part A: (Description of Undivided Share agreed to be sold)

An undivided interest corresponding to the Schedule “C” Private Residence taking into consideration the FAR achieved for the Project from and out of the Schedule “B” Property, and finally to be recorded in the Deed of Declaration of the Project and the Sale Deed

Part B: (Description of the Private Residence to be constructed under the Scheme by the Developer for the Purchaser)

The apartment unit bearing No. ___ on the ___ Floor of the Project **(shown as T-03-Mulberry Tower in the Sanctioned Plan)** having a Carpet area of ___ square meter (i.e. _____square foot of Carpet Area along with _____car parking space/s in the basement with proportionate share in the Common Area of the Project (i.e., _____ square meters of super built up area i.e., _____square foot of super built up area) with the non-exclusive right to use and the Common Areas and Common Amenities and Facilities of the Project.

The Schedule 'C' Private Residence is shown in Annexure 11 hereto.

SCHEDULE – D

RIGHTS OF THE PURCHASER:

- 1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Private Residence, subject to the terms and conditions contained in this Agreement and Association Agreement;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas of the Project;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Private Residence from the other parts of the Project;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Private Residence through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Project and the Schedule "A" Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Project, however, recognizing and reciprocating such rights of the other owners;
- 6) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Private Residence or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

SCHEDULE – E

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Private Residences in the Project, the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Project;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Schedule "C" Private Residence is located and also in the Common Areas of the Project.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Private Residence or any part thereof in ParkWest, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Private Residences or which may tend to depreciate the value of ParkWest or any part thereof;
- 4) Except for leasing or rental permitted under this Schedule E, the Purchaser shall use the Schedule 'C' Private Residence only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Schedule "C" Undivided Share and the handover of the Schedule "C" Private Residence, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed and the Association of Owners. Such new purchaser shall join the Owners Association.
- 6) The Purchaser shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked for Purchaser Car Parks, and the same shall be reserved for the use by the Association for rendering maintenance service;
- 7) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other Private Residences and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Private Residences;
- 8) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas of the Project. The liability for such share shall commence from the Sale Date.

- 9) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of execution of the Sale Deed or 2 months from the date of receiving the Occupancy Certificate, whichever is earlier.
- 10) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Developer;
- 11) The Purchaser shall carry out their interior works in the Schedule "C" Private Residence only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 12) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule "C" Private Residence from the date of execution of the Sale Deed or 2 months from the date of receiving the Occupancy Certificate, whichever is earlier.
- 13) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule 'C' Private Residence is handed over, shall be borne and paid by the Purchaser.
- 14) The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15) That if any development and / or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid by the Purchaser.
- 16) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities of the Project.
- 17) The Purchaser along with other Residence Owners shall ensure that the Association is at all times compliant with the Association Agreement. That the Purchaser with the other owners of the Private Residences, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas of Project valid, and shall pay the amounts of annual maintenance contract and Association Agreement as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 18) The Purchaser agrees that the Purchaser shall pay the charges as per the Association Agreement regularly without any default. In the event of any default in payment by the Purchaser, the operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may

be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreement.

- 19) The Purchaser shall ensure that no rubbish / refuse shall be thrown out of the Schedule 'C' Private Residence into the Common Areas of Project and passages;
- 20) The Purchaser will not dry clothes outside on the balconies of the Schedule 'C' Private Residence;
- 21) That the Purchaser shall not install any additional tanks in the Private Residences.
- 22) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of ParkWest and the Project or obstruct any open area meant to be retained as open space or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 23) The Purchaser shall keep the Schedule "C" Private Residence walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Project, and to carry out any internal works or repairs as may be required by the Association;
- 24) The Purchaser shall neither make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Private Residence nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation / façade / décor of the Project. The Purchaser at no point of time enclose any of the balconies of bedroom, living room / kitchen with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Developer.

ANNEXURE 1 PAYMENT PLAN FOR SALE CONSIDERATION

ANNEXURE 2 OTHER COSTS CHARGES AND EXPENSES

2. Other Charges `: (The Advanced Building maintenance charges are estimated basis prices prevailing in 2015. The actual value applicable will be as per rates prevailing at the time of possession or registration of sale deed whichever is earlier. All taxes and statutory levies as applicable by Central and State governments are extra on all below mentioned other charges.)		
Advance Building Maintenance Charges (estimated for 12 months @ Rs. 53/- per sq. ft.)	₹	₹

Corpus Fund for Building Maintenance	₹	₹
Campus Maintenance Corpus Fund	₹	₹
Club House Development & Membership Fees (per unit)	₹	₹
Legal Fees (per unit)	₹	₹
Total Other Charges		₹

**ANNEXURE 3
COMMON AREAS IN THE PROJECT**

Tower 03	
	Basement lobbies & staircases
	Corridors, staircases & fins
	Electrical & Communication Rooms

**ANNEXURE 4
COMMON AREAS OF PARKWEST**

Common areas of ParkWest	
	Podium Fire Escape staircases - for Towers 1 to 7
	Pump Room - for Towers 1 to 7
	DG Room - for Towers 1 to 7

**ANNEXURE 5
COMMON AMENITIES AND FACILITIES OF THE PROJECT**

Tower 03	
	Ground Floor
	Entrance Lobby, Display room and AV room
	Fifth Floor
	Office, Hall, Play Station , Table tennis, Store and Indoor Games
	Sixth Floor
	Indoor games
	Eleventh Floor
	Store, wash, Pantry, Hall, Party Deck
	Twelfth Floor
	Party Deck

**ANNEXURE 6
COMMON AMENITIES AND FACILITIES OF PARKWEST**

Common amenities & facilities of ParkWest	
	Club House
	Water Treatment Plant
	STP - Sewage effluent shall be treated, and the treated water shall be used for flushing and landscaping
	OWC - Organic Waste Converter - would convert all organic waste to manure which will be used for landscaping.
	Landscape

**ANNEXURE 7
STAGES OF CONSTRUCTION OF THE PROJECT**

**ANNEXURE 8
TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARKS**

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

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer in the day to day use of the Purchaser Car Parks.
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his / her / its capacity as the owner of the Schedule "C" Private Residence and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.

4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
6. Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Developer against any such claims and the costs thereof.
7. The Purchaser will permit the staff managing the car parks in ParkWest to move his / her / its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Parks so allocated and will recognise the Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicle/s shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicle/s of the Purchaser shall be parked within the lines designating the Purchaser Car Park/s and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Purchaser must:
 - (b) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Developer / Association from time to time;
 - (c) advise the Developer / Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer / Association, and shall notify the Developer / Association in the event of any change in respect of the same.
13. The Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Developer / Association may vary these terms and conditions by adding, altering or deleting any of them.

- (b) The Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

ANNEXURE 9

“Specifications for the Project”

General Specifications for Mulberry

Structure:-

- Earthquake resistant structure (Seismic Zone II compliant).
- Flat plate structure, Block masonry.
- 9’3” (Nine feet three inches) Floor to Ceiling clear height.

Plastering:-1

- Internal walls smoothly plastered and finished with wall care putty.

Painting & Polishing:-

- Interior walls finished with acrylic emulsion paint & ceiling with water / oil bound distemper.
- Exterior walls with textured / emulsion paint.
- Enamel paint for internal doors.
- Enamel paint for MS railings.
- PU / Melamine polishes on both sides of main door.
- Maid’s room walls & ceiling with water / oil bound distemper.

Flooring:-

- Vitrified flooring for living, dining and family areas.
- Vitrified flooring in master bedroom and other bedrooms.
- Vitrified flooring in kitchen.
- Anti-skid ceramic flooring in balcony & utility area.
- Ceramic flooring for maid’s room.

Common Areas:-

- Elegant double height ground floor entrance lobby; flooring and cladding in Granite & co-ordinated materials.
- Upper floors lobby flooring and cladding in vitrified tiles; Granite dado around lift door.
- Staircase flooring in Kota with water / oil bound distemper paint on walls & ceiling.

Toilet:-

- Anti-skid ceramic tiles flooring and Ceramic tiles dado in all toilets.
- Granite vanity counter top with ceramic wash basin in all the toilets (except maid's toilet).
- Sanitary ware (wash basin, EWC) in all toilets of Kohler or equivalent make.
- Wall mounted hot / cold shower mixer of Kohler or equivalent make.
- Health faucet of Kohler or equivalent make.
- Provision for storage water heater in each toilet (except maid's toilet).
- Exhaust fan in all toilets (except maid's toilet).
- Mirror, toilet paper holder, soap tray, towel rod in all toilets (except maid's toilet).

Main Door:-

- 8 feet tall pre-engineered door frames and shutters finished with teak veneer & PU / Melamine polish on both sides.
- Good quality hardware of Godrej or equivalent make

Other Internal Doors:-

- 7 feet tall pre-engineered door frames with commercial flush door shutters painted on both sides
- Good quality hardware of Godrej or equivalent make

Windows:-

- UPVC sliding doors with fly mesh for all decks.
- UPVC sliding windows with fly mesh (no fly mesh in UPVC casement Windows).
- Safety grills with enamel paint for all windows & utility area up to second floor.

Kitchen / Utility:-

- Adequate electrical & plumbing points.
- Provision of water purifier & Instant geyser point in the Kitchen.
- Provision for washing machine in utility.
- Reticulated piped LPG gas line with individual meter for each apartment.
- Kitchen granite counter top with single bowl single drain stainless steel sink & vitrified tiles dado up to 2 feet high above the counter.

Electrical:-

- TV points in living room & all bedrooms.
- Fire resistant wires of reputed make.
- Branded modular switches.
- One Miniature Circuit Breaker(MCB) for each circuit provided at the main distribution box within each apartment.

- For safety, one Residual Current Circuit Breaker(RCCB) for every apartment.
- Provision for telephone points in living room and master bedroom.
- Split A/C power point in living room & all bedrooms with provision to keep A/C outdoor units.

Back-up Generator:-

- 100% power backup for lights in common areas lifts, water supply and fire pumps.
- DG power backup of 1 Kw for 2-bedroom apartments, 1.5 Kw for 3-bedroom apartments, 3 Kw for 3-bedroom super luxury apartments.
- 3 Kw for Penthouses & Garden Duplexes.

Lifts:-

- Automatic 9 no. passenger lifts of reputed make in Mulberry

Security Systems:-

- Video door phone in all apartments
- Round the clock manned security with CCTV coverage between main entry of the complex and each tower reception lobby

Telephone with Intercom Facility:-

- Intercom facility between main lobby of each tower, main entry point to the complex and individual apartments.
- Telephone and broadband provision for each apartment.

Fire Safety:-

- All apartments will have sprinkler system.
- Fully automatic fire protection system.
- Fire hydrant system in each block / floor, including external yard hydrants.

Environment Conservation:-

- IGBC pre-certified gold rating for reducing the consumption of energy, water and materials to ensure improvement of public health, safety and environment.

Additional specifications for Garden Duplexes, Penthouses:-

- Premium polished vitrified tiles for living, dining and family areas. Engineered wooden flooring in master bedroom of Garden Duplexes and Penthouses only.
- Door shutter finished with teak veneer & PU / Melamine polish on both sides. All toilet's door shutter will be finished with teak veneer on the outside and painted on the inside.

- Toughened glass shower panel with door in the attached toilet of the master bedroom.
- Single lever diverter unit for shower in the attached toilet of the master bedroom of Kohler or equivalent make.
- Stainless steel hand railing with laminated glass for internal staircase for Garden Duplexes and Penthouses only.
- High-end version of video door phone.

ANNEXURE 11
(Schedule 'C' Private Residence)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

SIGNED AND DELIVERED by the)
within named Vendor No. 1 ETA STAR INFOPARK)
through its Power of Attorney holder)
M/s Relationship Properties Private Limited)
represented by its Authorized Signatory)

Mr. Suresh Kumar K.N. / Mr. Anirban Ghosh)
Mr. S.S. Vasani)

in the presence of)
1)

2)

SIGNED AND DELIVERED by the)
within named Vendor No. 2 ETA KARNATAKA)
ESTATES LIMITED)
through its Power of Attorney holder)
M/s Relationship Properties Private Limited)
represented by its Authorized Signatory)

Mr. Suresh Kumar K.N. / Mr. Anirban Ghosh)
Mr. S.S. Vasani)

in the presence of)

1)

2)

SIGNED AND DELIVERED by the)
within named Confirming Party)
ETA CONSTRUCTIONS (INDIA) LIMITED)
through its Power of Attorney holder)
M/s Relationship Properties Private Limited)
represented by its Authorized Signatory)

Mr. Suresh Kumar K.N. / Mr. Anirban Ghosh)
Mr. S.S. Vasani)

in the presence of)

1)

2)

SIGNED AND DELIVERED by the)
within named Developer RELATIONSHIP)
PROPERTIES PRIVATE LIMITED)
through its Authorized Signatory)

Mr. Suresh Kumar K.N. / Mr. Anirban Ghosh)
Mr. S.S. Vasana)

in the presence of)
1)
2)

SIGNED AND DELIVERED by the)
within named Purchaser/s

01)
at _____, in the presence of.....)
1)
2)