



सत्यमेव जयते

INDIA NON JUDICIAL

Stamp duty of Rs

Paid on this ~~GPA has~~ been adjusted

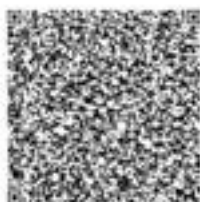
Government of Karnataka

Karnataka
21/6/20 Executed in Favour of

Deed of Conveyance
e-Stamp No. 766/05-24 Date 11/4/12

Sub Registered
Worthless

Certificate No.	: IN-KA69045157764678T
Certificate Issued Date	: 07-Aug-2021 11:53 AM
Account Reference	: NONACC (FI)/ kagcsl08/ VARTHUR/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAGCSL0800047928891859T
Purchased by	: DEBANJALI CHOWDHURY AND RAHUL CHATTERJEE
Description of Document	: Article 5 Agreement relating to Sale of Immoveable property
Description	: AGREEMENT OF SALE
Consideration Price (Rs.)	: 84,97,500 (Eighty Four Lakh Ninety Seven Thousand Five Hundred only)
First Party	: CANDEUR CONSTRUCTIONS
Second Party	: DEBANJALI CHOWDHURY AND RAHUL CHATTERJEE
Stamp Duty Paid By	: DEBANJALI CHOWDHURY AND RAHUL CHATTERJEE
Stamp Duty Amount(Rs.)	: 8,497 (Eight Thousand Four Hundred And Ninety Seven only)



For, M/s. Cascade Constructions,

KATAMPEDDY
SRINANTH REDDY

(Managing Director)

Builder

Vendors

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project CANDEUR SIGNATURE

Unit No :304

Block: 1

Tower: B

Purchaser's

Debanjali Chowdhury
Chatterjee

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

: AGREEMENT OF SALE:

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS SEVENTH DAY OF AUGUST, YEAR TWO THOUSAND TWENTY ONE 07-08-2021, AT BANGALORE:

: BY:

- 1) **MR. DAYANANDA SAGAR,**
Aged about 60 years,
S/o. Late G.A. Ramaiah Reddy,
- 2) **MRS. INDIRA DAYANANDA SAGAR,**
Aged about 54 years,
W/o. Mr. Dayananda Sagar,
- 3) **MR. HARIRAM DAYANAND,**
Aged about 31 years,
S/o. Mr. Dayananda Sagar,
- 4) **MRS. MEGHANA REDDY,**
Aged about 24 years,
W/o. Mr. Hariram Dayanand,

Sl.No.1 to 4 are residing at;
No. 741, 21st Cross, 8th B' Main,
7th Sector, HSR Layout,
Bangalore - 560102.

- 5) **MRS. MANASA,**
Aged about 26 years,
W/o. Mr. Suhas,
Residing at, No.618, 21st Cross,
2nd Sector, HSR Layout,
Bangalore - 560 102.
- 6) **MR. KESHAVA REDDY G.R.,**
Aged about 58 years,
S/o. Late G.A. Ramaiah Reddy,
- 7) **MRS. CHANDRAKALA R.,**
Aged about 48 years,
W/o. Mr. Keshava Reddy G.R.,
- 8) **MRS. SRILAKSHMI G.K.,**
Aged about 29 years,
D/o. Mr. Keshava Reddy G.R.,
- 9) **MS. RAMYA REDDY G.K.,**
Aged about 21 years,
D/o. Mr. Keshava Reddy G.R.,

Sl. No. 6 to 9 are residing at;
No. 1250, 3rd Main, 18th Cross,
7th Sector, HSR Layout,
Bangalore - 560102.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Date: 2021.08.07 11:48:47
405/30

(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

- 10) MR. ANJANEYA,
Aged about 80 years,
S/o. Late Pillappa,
- 11) MRS. GOWRAMMA,
Aged about 70 years,
W/o. Mr. Anjaneya,
- 12) MRS. RADHA G.A.,
Aged about 52 years,
D/o. Mr. Anjaneya,
- 13) MR. PURUSHOTHAM G.A.,
Aged about 49 years,
S/o. Mr. Anjaneya,
- 14) MRS. BABITHA G.N.,
Aged about 42 years,
W/o. Mr. Purushotham G.A.,
- 15) MR. PUNITH G.P.,
Aged about 23 Years,
S/o. Mr. Purushotham G.A.,
- 16) MISS. THANUJA G.P.,
Aged about 21 Years,
D/o. Mr. Purushotham G.A.,
- 17) MR. CHANDRASHEKAR G.A.,
Aged about 46 years,
S/o. Mr. Anjaneya,
- 18) MRS. MUNILAKSHMI N.,
Aged about 34 years,
W/o. Mr. Chandrashekar G.A.,
- 18a) MASTER POORNESH G.C.
Aged about 14 Years,
S/o. Mr. Chandrashekar G.A.,
- 18b) MISS CHANDANA G.C.
Aged about 11 Years,
D/o. Mr. Chandrashekar G.A.,
- No. 18a and 18b are minors, represented by their
Natural Guardian/Mother
MRS. MUNILAKSHMI N.
- 19) MR. RAMESH G.A.,
Aged about 44 years,
S/o. Mr. Anjaneya,
- 20) MRS. USHA K.,
Aged about 33 years,

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
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KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:07
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Bhatnagar
Purchaser/s

Unit No.304
Block: 1
Tower: B

W/o. Mr. Ramesh G.A.,

20a) **MASTER LIKHITH G.R.,**
Aged about 7 Years,
S/o. Mr. Ramesh G.A.,

20b) **MASTER DHIRAJ G.R.,**
Aged about 3 Years,
S/o. Mr. Ramesh G.A.,

No. 20a and 20b are minors, represented by their
Natural Guardian/Mother
MRS. USHA K.

21) **MR. G.A. CHETAN KUMAR,**
Aged about 41 years,
S/o. Mr. Anjaneya,

22) **MRS. BHAVYA P.M.,**
Aged about 30 years,
W/o. Mr. G.A. Chetan Kumar,

22a) **MISS RUCHITHA C.,**
Aged about 8 Years,
D/o. Mr. G.A. Chetan Kumar,

22b) **MISS VINITHA C.,**
Aged about 3 Years,
D/o. Mr. G.A. Chetan Kumar,

Sl. No. 22a and 22 b are minors, represented by their
Natural Guardian/Mother
MRS. BHAVYA P.M.

23) **MRS. KALAVATHI G.A.,**
Aged about 40 years,
D/o. Mr. Anjaneya,

Sl.No.10 to 23 are residing at;
Dasara Street, Gunjur,
Varthur Ward No.149,
Bangalore - 560087.

All are represented by their
General Power of Attorney Holder:
M/s. CANDEUR CONSTRUCTIONS,
A Registered partnership Firm,
Registered under the Indian
Partnership Act 1932,
Having its registered office at,

Project: CANDEUR SIGNATURE

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

Sy.No. 183/1A, 183/1B, 183/10,
Gunjur Main Road, Next to Vinayaka Theater,
Varthur, White Field, Bangalore-560 087.

Represented by its Managing Partner
MR. KATAM REDDY SRIKANTH REDDY,
S/o. Katam Reddy Krishna Reddy

hereinafter called the "**VENDORS**"

(which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, executors and successors in title, executors, administrators and permitted assigns) **OF THE FIRST PART:**

: AND:

M/s. CANDEUR CONSTRUCTIONS,
A Registered partnership Firm,
Registered under the Indian
Partnership Act 1932,
Having its registered office at,
Sy.No. 183/1A, 183/1B, 183/10,
Gunjur Main Road, Next to Vinayaka Theater,
Varthur, White Field,
Bangalore-560 087.
Represented by its Managing Partner
MR. KATAM REDDY SRIKANTH REDDY,
S/o. Katam Reddy Krishna Reddy
hereinafter called the "**BUILDER**"

(which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners, successors in title, legal heirs, executors, administrators and permitted assigns) **OF THE SECOND: IN FAVOUR OF:**

Mrs. Debanjali Chowdhury
W/o. Mr. Rahul Chatterjee
Aged about 29 Years,

AND

Mr. Rahul Chatterjee
S/o. Mr. Goutam Chatterjee
Aged about 31 Years,

Both Residing at,
Flat No E02, Upscale Golden Lotus Apartment, Sh 35, Devasthanagalu Gunjur Village Opposite
To Prestige Lakeside Habitat Apartment, Gunjur, Bangalore-560087.

Hereinafter called the "**PURCHASER/S**"

(Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators and executors etc.) **OF THE THIRD PART:**

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

WITNESSETH:

WHEREAS, the Vendor No.1 to 5 are the absolute owner of the property bearing Survey No.219/1 measuring 3353 Square Feet and Survey No.226/1 measuring 16553 Square Feet totally measuring 19906 Square Feet, Converted vide, Official Memorandum No. ALN[E.V.H.]SR 100/2010-11, dated 28.10.2010 and Official Memorandum No. ALN[E.V.H.]SR 356/2007-08, dated 06.03.2010, issued by Special Deputy Commissioner, Bangalore Urban District respectively and Survey No.219/6A measuring 2 Acres 17 Guntas, Converted vide, Official Memorandum No. ALN[E.V.H.]SR 356/2007-08, dated: 06.03.2010, issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

WHEREAS, the Vendor No.1 to 5 represents that, the property bearing Sy.No.226/1 measuring 16553 Square Feet, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, is the portion of the larger property bearing Sy.No.226 measuring 2 Acres 16 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally allotted to one Smt. Munivenkatamma, W/o. Muniswamappa, as Tenant in pursuance of the Order passed in Case No. A1.MI. 586/1977-78 dated 29.01.1979 by the Special Deputy Commissioner for Abolition of Inam, Bangalore in respect of Sy.No.226 measuring 2 Acres 16 Guntas. Thereafter, the property bearing Sy.No.226 measuring 2 Acres 16 Guntas, which belongs to Smt. Munivenkatamma, W/o. Muniswamappa got phoded and renumbered as Sy.No.226/1 measuring 1 Acre and Sy.No.226/2 measuring 1 Acre 16 Guntas.

WHEREAS, subsequently, aforesaid Smt. Munivenkatamma, W/o. late Muniswamappa conveyed the property bearing Sy.No.226/1 measuring 1 Acre in favour of Sri G.R. Rajashekara Reddy, S/o. late G.A. Ramaiah in terms of Sale Deed dated: 15.12.1986 registered as Document No.5387/1986-87 of Book 1 at Pages 101-106 Volume 2513 in the office Sub-Registrar, Bangalore South Taluk.

WHEREAS, the property bearing Sy.No.219/6A measuring 2 Acres 17 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to Sri. Nanjundappa S/o. Gulla Venkatappa and subsequent to his demise, all his estates including the subject property got inherited by his adopted son Sri. Papaiah, subsequent to the demise of said Papaiah, all his property including the Sy.No.219/6A got inherited by his only son Sri G.P. Muni Reddy @ Abbaiah, S/o. late Papaiah. Thereafter said Sri G.P. Muni Reddy @ Abbaiah, S/o. late Papaiah conveyed the property bearing Sy.No.219/6A measuring 2 Acres 20 Guntas in favour of Smt. Munivenkatamma, W/o. late Muniswamappa in terms of Sale Deed dated: 10.12.1976 registered as Document No.1917/1976-77 of Book 1 at Pages 168-171 Volume 1209 in the office Sub-Registrar, Bangalore South Taluk.

WHEREAS, subsequent to the death of Sri G.A. Ramaiah Reddy (husband of aforesaid Smt. Chikkagowramma), legal heirs of Sri G.A. Ramaiah Reddy i.e., Sri Dayananda Sagar, Sri G.R. Keshava Reddy, Sri G.R. Srinivasa Reddy, Sri G.R. Jayanagaraja Reddy, Smt. Sharadamma & Smt. Chikkagowramma have filed Original Suit No.446/1995 on the file of II Additional Senior Civil Judge, Bangalore Rural District against Sri G.R. Rajashekara Reddy for partition of the family property. Thereafter with the intervention of the well-wishers, matter was amicably settled out of the Court and accordingly, legal heirs of Sri G.A. Ramaiah Reddy i.e., Sri G.R. Rajashekara Reddy, Sri Dayananda Sagar, Sri G.R. Keshava Reddy, Sri G.R. Srinivasa Reddy, Sri G.R. Jayanagaraja Reddy, Smt. Sharadamma & Smt. Chikkagowramma entered into a Memorandum of Partition dated: 10.09.1995, and in the said Partition the property bearing Sy.No.226/1 measuring 1 Acre and Sy.No.219/6A measuring 2 Acres 17 Guntas fallen to the share of Sri Dayananda Sagar. By virtue of the foregoing partition, Sri Dayananda Sagar, S/o. late G.A. Ramaiah became the absolute owner of the property bearing Sy.No.226/1 measuring 1 Acre and Sy.No.219/6A measuring 2 Acres 17 Guntas.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Bhatija

Purchaser/s

Unit No.304
Block: 1
Tower: B

WHEREAS, subsequently, Sri Dayananda Sagar, S/o. late G.A. Ramaiah has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.226/1 measuring 1 Acre and Sy.No.219/6A measuring 2 Acres 17 Guntas from agricultural to non-agricultural purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official Memorandum, dated: 06.03.2010 bearing No. ALN[E.V.H.]SR 356/2007-08 according to which the property bearing Sy.No.226/1 measuring 1 Acre & Sy.No.219/6A measuring 2 Acres 17 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, the property bearing Sy.No.219/1 measuring 8 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to one Sri Anjanappa, S/o. late Poojappa, who acquired by the virtue of the Grant Order in No. LRF 4854/1977-78 dated: 28.06.1979, in pursuance of the Grant Order passed in the Court of the Land Tribunal, Bangalore South Taluk, Bangalore. Accordingly, the Occupancy Right got issued in favour of Sri Anjanappa, S/o. late Poojappa in respect of the property bearing Sy.No.219/1 measuring 8 Guntas through the Certificate of registration of tenants as an occupant under Section 55(I) of the Karnataka Land Reforms Act, 1961, by the Special Tahasildar for Land Reforms, Bangalore South Taluk. Subsequently, the aforesaid Sri Anjanappa died intestate leaving behind his only legal heir Sri A. Ramachandrappa to succeed to his estate. By virtue of the inheritance, Sri A. Ramachandrappa, S/o. late Anjanappa became the absolute owner of the property bearing Sy.No.219/1 measuring 8 Guntas.

WHEREAS, thereafter, aforesaid Sri A. Ramachandrappa, S/o. late Anjanappa represented by his GPA Holder Sri G.R. Rajashekara Reddy conveyed the property bearing Sy.No.219/1 measuring 8 Guntas in favour of Sri Dayananda Sagar, S/o. late G.A. Ramaiah in terms of Sale Deed dated: 04.01.2010, registered as Document No.VRT-04731-2009-10 of Book I stored in CD No. VRTD 60 in the office of Senior Sub-Registrar, Varthur. Subsequently, Sri Dayananda Sagar, S/o. late G.A. Ramaiah has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.219/1 measuring 8 Guntas from agricultural to non-agricultural purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official Memorandum, dated: 28.10.2010 bearing No. ALN[E.V.H.]SR 100/2010-11 according to which the property bearing Sy.No.219/1 measuring 8 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, in the manner stated above, Sri Dayananda Sagar, S/o. late G.A. Ramaiah Vendor No.1 herein became the absolute owner of the property bearing Sy.No.226/1 measuring 1 Acre, Sy.No.219/6A measuring 2 Acres 17 Guntas & Sy.No.219/1 measuring 8 Guntas.

Thereafter, Vendor No.1 along with his legal heirs, i.e., Smt. Indira Dayanand Sagar, Sri Hariram Dayanand, Smt. Meghana R. Reddy and Smt. Manasa D. Vendor No.2, 3, 4 and 5 being owners for the property bearing property bearing Sy.No.226/1 measuring 1 Acre, Sy.No.219/6A measuring 2 Acres 17 Guntas and Sy.No.219/1 measuring 8 Guntas entered into a Joint Development Agreement, dated: 15.10.2018 with M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, Builder herein, registered as Document No.HLS-1-03867-2018-19 of Book I stored in CD No. HLSD 169 registered in the office of the Senior Sub-Registrar, Halasoor, Bangalore in respect of portion of the property bearing Sy.No.219/1 measuring 3353 Sq.Ft., Sy.No.226/1 measuring 16553 Sq.Ft. and Sy.No.219/6A measuring 2 Acres 17 Guntas, thereby agreeing to share the development in the ratio of 40:60, which means the Owners shall be entitled to 40% of development and the Developer shall be entitled to 60% of development and in pursuance thereof on the same day, Vendor No. 1, 2, 3, 4 and 5 have executed a General Power of Attorney in favour of M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, registered as Document No.HLS-4-00455-2018-19 of Book IV stored in CD No. HLSD 169 registered in the office of the

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 5

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

Senior Sub-Registrar, Halasoor, Bangalore, thereby authorizing M/s. Candeur Constructions, to deal with the property bearing Sy.No.219/1 measuring 3353 Sq.Ft., Sy.No.226/1 measuring 16553 Sq.Ft. and Sy.No.219/6A measuring 2 Acres 17 Guntas, which is more fully described in the Schedule here below and herein after referred to as Item No.I and Item No.II of the Schedule 'A' Property respectively.

WHEREAS, the Vendor No.6 to 9 are the absolute owner of the property bearing Survey No.224/2 measuring 3 Acres 3 Guntas and Survey No.227/1 measuring 3 Acres 5 Guntas, Converted vide, Official Memorandum dated: 17.01.2019 bearing No. ALN[E.V.H.]SR 363/2007-08 issued by Special Deputy Commissioner, Bangalore Urban District situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

WHEREAS, the Vendor No.6 to 9 represents that, the property bearing Sy.No.224/2 measuring 2 Acres, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk is the portion of the larger property bearing Sy.No.224/2 measuring 3 Acres 3 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to Sri Motappa, S/o. Munivenkatappa @ Guchappa who acquired the same from his Vendors Sri Abdul Rahiman Sabi, Sri Sabjan, Sri Bhasha, Sri Khadar, Master Khalil & Master Waheed, (minors represented by their Father/Guardian Sri Abdul Rahiman Sabi) in terms of registered Sale Deed, dated: 06/09/1971, registered as Document No.1903/1971-72 of Book 1 at Pages 201-203 Volume 879 in the office Sub-Registrar, Bangalore South Taluk. Subsequent to the purchase, aforesaid Sri Motappa, S/o. Munivenkatappa @ Guchappa conveyed the property bearing Sy.No.224/2 measuring 2 Acres in favour of Sri Sabjan, S/o. Abdul Rahiman Saheb in terms of Sale Deed, dated: 27.01.1973, registered as Document No.6174/1972-73 of Book 1 at Pages 235-237 Volume 976 in the office Sub-Registrar, Bangalore South Taluk.

WHEREAS, thereafter, aforesaid Sri Sabjan, S/o. Rahiman Sabi along with his father Sri Rahiman Sabi conveyed the property bearing Sy.No.224/2 measuring 2 Acres in favour of Sri G.A. Ramaiah Reddy, S/o. Appanna @ Siddappa in terms of Sale Deed, dated: 06.02.1973, registered as Document No.6333/1972-73 of Book 1 at Pages 95 & 96 Volume 975 in the office Sub-Registrar, Bangalore South Taluk. In the meanwhile, said Sri Rahiman Sabi, S/o. Abdul Khader Sabi conveyed the another portion of the property bearing Sy.No.224/2 measuring 1 Acre 3 Guntas in favour of Sri G.A. Ramaiah Reddy, S/o. Appanna @ Siddappa in terms of Sale Deed, dated: 21.11.1971, registered as Document No.4761/1971-72 of Book 1 at Pages 25-27 Volume 907 in the office Sub-Registrar, Bangalore South Taluk.

WHEREAS, in the manner stated above, the aforesaid Sri G.A. Ramaiah Reddy, S/o. Appanna @ Siddappa became the absolute owner of the property bearing Sy.No.224/2 totally measuring 3 Acres 3 Guntas.

WHEREAS, the property bearing Sy.No.227/1 measuring 3 Acres 5 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to Sri G.A. Ramaiah Reddy, S/o. Appanna @ Siddappa who acquired the same from his Vendor Sri Nanjappa @ Abbaiah, S/o. Muniyappa in terms of registered Sale Deed, dated: 04.08.1969 registered as Document No.2181/1969-70 of Book 1 at Pages 80 & 81 Volume 775 in the office Sub-Registrar, Bangalore South Taluk. Subsequent to the death of Sri G.A. Ramaiah Reddy, legal heirs of Sri G.A. Ramaiah Reddy i.e., Sri Dayananda Sagar, Sri G.R. Keshava Reddy, Sri G.R. Srinivasa Reddy, Sri G.R. Jayanagaraja Reddy, Smt. Sharadamma & Smt. Chikkagowramma filed Original Suit No.446/1995 on the file of II Additional Senior Civil Judge, Bangalore Rural District against Sri G.R. Rajashekara Reddy for partition of the family property. Thereafter with the intervention of the well-wishers, matter was amicably settled out of the Court and followed by, legal heirs of Sri G.A. Ramaiah Reddy i.e., Sri G.R. Rajashekara Reddy, Sri Dayananda Sagar, Sri G.R. Keshava Reddy, Sri G.R. Srinivasa Reddy, Sri G.R. Jayanagaraja Reddy, Smt. Sharadamma & Smt. Chikkagowramma entered into a Memorandum

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
DN: cn=KATAMREDDY SRIKANTH,
email=k.ramareddy@candeur.com,
c=IN, o=CanDeur Constructions

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

of Partition dated: 10.09.1995, and in the said Partition the property bearing Sy.No.224/2 measuring 3 Acres 3 Guntas & Sy.No.227/1 measuring 3 Acres 5 Guntas fallen to the share of Sri G.R. Keshava Reddy.

WHEREAS, subsequently, said Sri G.R. Keshava Reddy, S/o. late G.A. Ramaiah made an application to the Deputy Commissioner, Bangalore District for conversion of land bearing Sy.No.224/1 measuring 3 Acres 2 Guntas and Sy.No.227/1 measuring 3 Acres 5 Guntas from agricultural to non-agricultural purpose. After the survey, the Deputy Commissioner, Bangalore District has issued an Official Memorandum, dated: 17.01.2019 bearing No. ALN[E.V.H.]SR 363/2007-08 according to which the property bearing Sy.No.224/1 measuring 3 Acres 2 Guntas and Sy.No.227/1 measuring 3 Acres 5 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, thereafter, the aforesaid Sri G.R. Keshava Reddy, S/o. late G.A. Ramaiah Vendor No.6 herein along with Smt. Chandrakala R., Smt. Srilakshmi G.K., Ms. Ramya Reddy G.K. Vendor No. 7, 8 and 9 being owners for the property bearing Sy.No.224/2 measuring 3 Acres 3 Guntas & Sy.No.227/1 measuring 3 Acres 5 Guntas, entered into a Joint Development Agreement, dated: 15.10.2018 with M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, Builder herein, registered as Document No.HLS-1-03870-2018-19 of Book I stored in CD No. HLSD 169 registered in the office of the Senior Sub-Registrar, Halasoor, Bangalore, thereby agreeing to share the development in the ratio of 40:60, which means the Owners shall be entitled to 40% of development and the Developer shall be entitled to 60% of development and in pursuance thereof on the same day, Sri Keshava Reddy, Smt. Chandrakala R., Smt. Srilakshmi G.K., Ms. Ramya Reddy G.K. executed a General Power of Attorney in favour of M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, registered as Document No.HLS-4-00457-2018-19 of Book IV stored in CD No. HLSD 169 registered in the office of the Senior Sub-Registrar, Halasoor, Bangalore, thereby authorizing M/s. Candeur Constructions, to deal with the property bearing Sy.No.224/2 measuring 3 Acres 3 Guntas & Sy.No.227/1 measuring 3 Acres 5 Guntas, which is more fully described in the Schedule here below and herein after referred to as Item No.III and Item No.IV of the Schedule 'A' Property respectively.

WHEREAS, the Vendor No.10 to 23 represents that, the property bearing Survey No. 219/6B measuring 2 Acres 17 Guntas, Converted vide, Official Memorandum dated: 09.11.2018 bearing No. LAND10006029, issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

WHEREAS, Vendor No. 10 to 23 represents that, the property bearing Sy.No.219/6 measuring 2 Acres 20 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to Smt. Gangamma, W/o. Vasanthappa who acquired the same from her Vendor Sri Papayya, S/o. Nanjundappa in terms of registered Sale Deed, dated: 09.11.1942 registered as Document No.1750/1942-43 of Book 1 Volume 608 at Pages 93-95, in the office Sub-Registrar, Bangalore Taluk. Thereafter, the property bearing Sy.No.219/6 measuring 2 Acres 20 Guntas, which belongs to Smt. Gangamma, W/o. Vasanthappa got phoned and renumbered as Sy.No.219/6B.

WHEREAS, subsequently, aforesaid Smt. Gangamma, W/o. Bajanthri Vasanthappa conveyed the property bearing Sy.No.219/6B measuring 2 Acres 20 Guntas in favour of Sri Anjaneya, S/o. late Pillappa in terms of Sale Deed dated: 20.12.1974 registered as Document No.7462/1974-75 of Book 1 Volume 1117 at Pages 47-49, in the office Sub-Registrar, Bangalore South Taluk. Subsequently, aforesaid Sri Anjaneya, S/o. late Pillappa has made an application to the Deputy Commissioner, Bangalore District for conversion of land bearing Sy.No.219/6B measuring 2 Acres 17 Guntas from agricultural to non-agricultural purpose. After the survey, the Deputy

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Bhatnagar

Purchaser/s

Unit No.304
Block: 1
Tower: B

Commissioner, Bangalore District has issued an Official Memorandum, dated: 09.11.2018 bearing No. LAND10006029 according to which the property bearing Sy.No.219/6B measuring 2 Acres 17 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, thereafter, the aforesaid Sri Anjaneya, Vendor No.10 herein along with Smt. Gowramma, Smt. Radha G.A., Sri Purushotham G.A., Smt. Babitha G.A., Sri Punith G.P., Miss Thanuja G.P., Sri Chandrashekar G.A., Smt. Munilakshmi N., Master Poornesh G.C., Miss Chandana G.C., Sri Ramesh G.A., Smt. Usha K., Master Likhith G.R., Master Dhiraj G.R., Sri G.A. Chethan Kumar, Smt. Bhavya P.M., Miss Ruchitha C., Miss Vinitha C. and Smt. Kalavathi G.A. Vendor No.11 to 23 herein, being the owners for the property bearing Sy.No.219/6B measuring 2 Acres 17 Guntas, entered into a Joint Development Agreement, dated: 15.10.2018 with M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, Builder herein, registered as Document No.HLS-1-03876-2018-19 of Book I stored in CD No. HLSD 169 registered in the office of the Senior Sub-Registrar, Halasoor, Bangalore, thereby agreeing to share the development in the ratio of 40:60, which means the Owners shall be entitled to 40% of development and the Developer shall be entitled to 60% of development and in pursuance thereof on the same day, Sri Anjaneya, Smt. Gowramma, Smt. Radha G.A., Sri Purushotham G.A., Smt. Babitha G.A., Sri Punith G.P., Miss Thanuja G.P., Sri Chandrashekar G.A., Smt. Munilakshmi N., Master Poornesh G.C., Miss Chandana G.C., Sri Ramesh G.A., Smt. Usha K., Master Likhith G.R., Master Dhiraj G.R., Sri G.A. Chethan Kumar, Smt. Bhavya P.M., Miss Ruchitha C., Miss Vinitha C. and Smt. Kalavathi G.A. executed a General Power of Attorney in favour of M/s. Candeur Constructions, represented by its Managing Partner, Sri Katam Reddy Srikanth Reddy, registered as Document No.HLS-4-00458-2018-19 of Book IV stored in CD No. HLSD 169 registered in the office of the Senior Sub-Registrar, Halasoor, Bangalore, thereby authorizing M/s. Candeur Constructions, to deal with the property bearing Sy.No.219/6B measuring 2 Acres 17 Guntas, which is more fully described in the Schedule here below and herein after referred to as Item No.V of the Schedule 'A' Property.

WHEREAS, Item Nos. I to V of the Schedule herein together form a composite block and they are together referred to as Schedule 'A' Property for convenience.

WHEREAS, the Vendors are thus fully seized and possessed of Schedule 'A' Property with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

AND WHEREAS, the Builder, as the Item Nos. I to V of the Schedule 'A' Property about to each other and form the larger property in a composite block, with the consent of all respective members of the Vendors, decided and agreed to undertake development thereof under a composite scheme of development in terms of the aforesaid Joint Development Agreements and all the said Joint Development Agreements collectively referred to as 'Principal Agreement'.

WHEREAS, subsequently, as the Schedule 'A' Property on coming within the limits of Bruhat Bangalore Mahanagara Palike (BBMP) was assessed for municipal property taxes and was assigned with the Amalgamated Municipal Khata No. 1736, Sy.No's.219/6B, 219/1, 219/2, 226/1, 219/6A, 224/2 & 227/1, Municipal No.307 and the details of the joint Khathedar was registered in the records maintained by Bruhat Bangalore Mahanagara Palike.

AND WHEREAS, pursuant to the above, the Second Party formulated a scheme of Residential Development consisting of Residential Apartment Building and Villas and secured Building Construction Plan sanctioned by the Joint Director (Town Planning - North), BBMP vide No. BBMP/ Addl.Dir/JDNORTH/ LP/0011/2019-20 dated: 02.01.2020 for construction of residential apartment buildings consisting of Villa and 4 Blocks. Further, Block 'I' consisting of Two Towers viz., Tower 'A' and Tower 'B' comprising of Basement level, Ground and Twenty

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

Three Upper Floors, Block '2' consisting of Two Towers viz., Tower 'C' and Tower 'D' comprising of 2 Basement level, Ground and Twenty Three Upper Floors, Block '3' consisting of Two Towers viz., Tower 'E' and Tower 'F' comprising of 2 Basement level, Ground and Twenty Three Upper Floors, Block '4' consisting of One Tower viz., Tower 'G' comprising of Basement level, Ground and Sixteen Upper Floors; and Villa comprising of Ground and Two Upper Floors as per approved plan and the entire development is identified as "CANDEUR SIGNATURE". The Builder may secure further modifications to the existing plan sanctioned and in such an event the development shall be in terms of the proposed modified plan.

WHEREAS, the Builder has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 hereinafter referred to as "the Act" and Karnataka Real Estate (Regulation and Development) Rules 2017 Act with the Real Estate Regulatory Authority vide Application acknowledge No. **PRM/KA/RERA/1251/446/PR/200121/003217**.

WHEREAS, the Builder as aforesaid formulated a scheme of ownership of apartments in 'CANDEUR SIGNATURE' in terms of which any person desirous of owning an apartment in any of the Blocks stated above in 'CANDEUR SIGNATURE' with/without covered car parking space/Garden Area/Terrace Area as will be nominated by the Builder to purchase the undivided share, right, title and interest in the Schedule 'A' Property from the Vendor and such Purchasers by virtue of agreeing to purchase the undivided interest as allotted by the Builder in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in 'CANDEUR SIGNATURE' through the Builder and upon conveyance of such undivided share in the Schedule 'A' Property, the Purchaser/s will perfect his/her/their title over the apartment to be constructed. In the overall scheme proposed by the builder, the owners of all the apartments will proportionately hold such undivided right, title and interest in the Schedule 'A' Property, absolute ownership of the apartment to be constructed and the right to use all the common areas, amenities and facilities, within Schedule 'A' Property. The Scheme as described above forms the basis of sale and ownership of the Apartments in Project.

AND WHEREAS, the Vendors and Builder identified the apartments and built-up areas etc., falling to their respective shares in 'CANDEUR SIGNATURE' being constructed by the Builder on Schedule 'A' Property in terms of individual respective Sharing Agreements dated: 04.01.2020 & 13.01.2020 respectively and agreed that the Vendors and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

AND WHEREAS, the Purchaser/s herein after due verification and scrutiny and being satisfied with the title of the Vendors upon the Schedule 'A' Property and with the scheme propounded by the Builder and sanctions plan/ modified plan, is/are applied for allotment of an Apartment dated: **19-07-2021** and further to which has been allotted Apartment No. **304**, having SBUA **1545** Sq. Ft. measuring Carpet Area **964.98** Sq. Ft. in **Third Floor** of Block 1 of Tower B of the project 'CANDEUR SIGNATURE' along with one covered car parking as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause(n) of Section 2 of the Act. The Floor Plan of the apartment is annexed hereto and marked as Annexure 4 to this Agreement.

WHEREAS, the Purchaser having interested in constructing and owning an Apartment in one of the Blocks in 'CANDEUR SIGNATURE' described in Schedule 'C' being built in Schedule 'A' Property and as per the scheme the Purchaser/s agreed to purchase the undivided share as aforesaid in Schedule 'A' Property from the Vendor more fully described in Schedule 'B' herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

his/her/its own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Purchaser/s, has/have approached and offered to purchase the Schedule 'B' Property.

WHEREAS, the Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and disclosures made by the Vendors and the Builder. The Purchaser/s is/are aware and consented that Common Areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project 'CANDEUR SIGNATURE'.

AND WHEREAS, the Vendor has offered to sell Schedule 'B' Property free from all encumbrances with right to build and own Schedule 'C' Apartment and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property free from all encumbrances with the right to build and own Schedule 'C' Apartment for consideration mentioned below. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments in the building, each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective apartments to be constructed by them and limited ownership of right to use in common with others all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, common garden, access etc., within the Schedule 'A' Property and the apartment building.

WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Builder/Promoter hereby agree to sell and the Allottee/Purchaser/s hereby agree/s to purchase the property specified in para above.

AND WHEREAS, under the aforesaid Sharing Agreements dated: 04.01.2020 & 13.01.2020, the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to Builder and Vendor consent for such payment.

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

1) DEFINITIONS AND INTERPRETATION:

1.1) Definitions:

In addition to the terms defined in the Recitals and Clauses and Schedules of this Agreement, the following words and expressions shall bear the meanings ascribed to them 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;

(b) "Agreement" shall mean this agreement to sell the Schedule "B" Property and construction of the Schedule "C" Apartment, including the Schedule and annexes hereto, as may be amended from time to time;

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s
Chatterjee

Unit No.304
Block: 1
Tower: B

(c) **"Applicable"** 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 (d) in effects or as may be amended, modified, enacted or revoked from time to time hereafter;

(e) **"Association or Association of Apartment Owners or Owners Association"** shall all mean the same. Being the Association of Apartment Owners to be formed by the Vendors and Builders, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or trust or Society or in the form of any other entity;

(f) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provided for maintenance of the Common areas, Amenities and Facilities in the Project;

(g) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been and is required to be paid under this agreement in terms of the installments set out 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) **"Balance Cost of Construction "** shall mean any part of the Cost of Construction which has not been paid is required to be paid under this agreement in terms of the installments in the payment plan in terms of Annexure-2 hereto, each of which individually also being Balance Cost of Construction and Collectively also referred to as Balance Cost of Construction.

(i) **"Completion Period"** shall mean on or before Dec 2022 with 6 month grace period or such extended time as provided in Clauses herein, before which the Vendors and Builders would have applied for and secured the Occupancy Certificate and such Occupancy Certificate may be obtained either Block wise or for the entire Project.

(j) **"Carpet Area"** shall mean the net useable floor area of an apartment.

(k) **"Commencement Certificate"** shall mean license and plan sanctioned by Joint Director (North), BBMP vide No. BBMP/ Addl.Dir/JDNORTH/ LP/0011/2019-20 dated: 02.01.2020.

(l) **"Common Areas of the Project"** shall mean and include area demarcated and declared as the common areas of Project. The Common areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor/Builder or Owners Association to be followed by all the owners /occupiers of the apartment in the Project.

(m) **"Common Amenities & Facilities of the Project"** shall mean and include those amenities and facilities of the Project, the Common Amenities and Facilities of the Project are subject to such reasonable, no-discriminatory rules and regulation as are prescribed by the Vendors/Builder or the Association to be followed by all the owners/occupiers of the Apartments.

(n) **"Deed of declaration"** shall mean the deed of declaration to be executed by the Vendors and Builder to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;

(o) **"Force Majeure"** shall mean the occurrence of one or more of the following events:-

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s
Chatterjee

Unit No.304
Block: 1
Tower: B

- i) War,
- ii) Flood,
- iii) Drought,
- iv) Fire,
- v) Cyclone
- vi) Earthquake
- vii) Any other calamity caused by nature including those detailed in the clause relation to events of Force Majeure.
- viii) Non availability of Materials

(p) **"Interest"** means the rate of interest payable by the Vendors and Builders or other Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India Highest Marginal Cost of Lending Rate [MCLR] plus 2%.

(q) **"Local Authority" or "Authority"** shall mean any union, state, local or other government, administrative, regulatory, judicial or quasi-judicial, authority or self regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company Ltd., [BESCOM], Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property.

(r) **"Limited Common Area"** shall mean, the Purchaser/s Car Parking Area and such other Area from and out of the common Areas of the project, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartment and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.

(s) **"Occupancy Certificate"** Means the occupancy certificate or partial occupancy certificate or such certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the block/s building therein and pursuant thereto permitting occupation of such block/s of building for which the occupation certificate is issued;

(t) **"Other Costs Charges and expenses"** shall mean all the amounts set out in Annexure-1 & 2 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payment.

(u) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

(v) **"Payment Plan"** shall mean the payment of installment payable by Purchaser as per the schedule mentioned in Annexures-1 & 2 hereto. Each of which individually also being Payment Plan and collectively also referred to as payments Plan.

(w) **"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 organization, arbitrator, board, or other entity, enterprise, authority, or business organization and shall include any other person as defined under the Act;

(x) **"Plan" or "Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority project;

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

(y) **"The Project Account"** shall mean the account opened in Federal Bank standing in the name of the Builder.

(z) **"Promoter"** shall mean both Vendors and Builder either jointly or severally.

(aa) **"Purchaser/s Car Park/s"** shall mean the car parking space/s allotted to the Purchaser/s for his/their exclusive use so long as the Purchaser/s own/s and occupy/ies the Schedule "C" Property or by any of the occupiers of the Schedule "C" Apartment under the authority or agreement with the Purchaser/s herein;

(bb) **"Apartment Owners/Owners"** shall mean any owner or owners of Apartment in the Project.

(cc) **"Sale Deed"** shall mean the deed of sale to be executed by the Vendors and Builders, for legally conveying the absolute right, title and interest in the Schedule "B" Property and the Schedule "C" Apartment on the terms and condition contained therein under the Scheme;

(dd) **"Schedule "A" Property"** shall mean the land on which the Project is being developed by the Vendor and Builder and more fully described in the Schedule "A" hereto;

(ee) **"Schedule "B" Property"** is the undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;

(ff) **"Schedule "C" Apartment"** is the apartment which is being constructed under the Scheme and more fully described in the Schedule "C" hereto by the Vendors and Builder for the Purchaser/s;

(gg) **"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 Sale Consideration, Cost of Construction and other Cost Charges and Expenses, under this Agreement.

(hh) **Super Built Up Area** of any Apartment shall mean the aggregate of [i] the Carpet Area of an Apartment and [ii] thickness of the external walls [iii] balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and

(ii) **"TDR"** Shall mean Transfer of Development Rights that the Vendors and Builder have used to take sanction of the plan by BBMP/BDA for construction of the project.

1.2) Interpretation

Unless the context of this Agreement otherwise requires:

- (i) The expression 'Vendors' shall, unless otherwise specifically provided for and unless repugnant to the context, always mean and include their respective authorized signatory/signatories from time to time and any power of attorney holder of the Owners;
- (ii) References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

- (iii) References to persons shall include body corporates, unincorporated associations, partnerships, trusts and any organization or entity having legal capacity;
- (iv) Headings and bold typefaces used herein are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (v) References to Recitals, Clauses, Annexures or Schedules are, unless the context otherwise requires, references to Recitals, Clauses, Annexures or Schedules of this Agreement;
- (vi) The Recitals, Schedules and Annexures herein appearing form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement;
- (vii) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;
- (viii) References to the words 'include' or 'including' shall be construed as being suffixed by the term 'without limitation';
- (ix) A defined term shall include its grammatical variations and has been capitalized in the Agreement at appropriate places;
- (x) Whenever provision is made for the giving of notice, approval or consent by any person, unless otherwise specified, such notice, approval or consent shall be in writing and the words 'notify' and 'approve' shall be construed accordingly;
- (xi) Reference to this Agreement or documents relating to this Agreement shall be construed as reference to such documents relating to the Agreement as the same may be amended, varied, supplemented from time to time; and
- (xii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2) **AGREEMENT TO SELL AND CONSTRUCT:**

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Vendors and Builder hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule 'B' herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule 'A' Property and further the Vendors and Builder hereby agree to construct for the Purchaser/s the apartment in Schedule 'C' Property in terms of the scheme envisaged as above.

3) **CONSIDERATION FOR SALE OF SCHEDULE 'B' PROPERTY:**

The Vendors and Builder shall sell and the Purchaser/s shall purchase the Property described in Schedule 'B' herein for the consideration stipulated in **Annexure-1** attached hereto with right to construct and own the apartment described in Schedule 'C' herein. The

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 25

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

Purchaser/s agree/s to pay the consideration stipulated in Annexure-1 in terms stated therein to the Builder.

4) **COST OF CONSTRUCTION OF SCHEDULE 'C' APARTMENT:**

The Vendors and Builder hereby agree to construct the apartment described in Schedule 'C' herein for and on behalf of the Purchaser/s at the cost stipulated in Annexure-2 attached hereto. The cost of construction shall be paid by Purchaser/s to the Builder in terms of the payment Schedule stipulated in Annexure-2 attached hereto.

5) **PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES:**

That in addition to payments stipulated in Annexure-1 & 2 referred to above, the Purchaser/s shall pay the Builder all the applicable taxes and other charges which shall be paid as and when demanded by the Builder in terms stated therein.

6) **PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' property, ETC.,**

6.1) The Purchaser/s has/have paid the Builder the Booking amount mentioned in Annexures-1 & 2 as part payment and balance shall be payable to the Builder as detailed in the Annexures-1 & 2 and payment in terms of Annexures is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and cost of construction. The payments under Annexures-1 & 2 shall be paid by the Purchaser/s within fifteen days of Builder sending a demand for payment of such installments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.

6.2) All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Builder or as directed by Builder. In case any Cheque/s issued by the Purchaser/s is/are dishonored for any reason in respect of the payments in Annexure-1 & 2, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

6.3) The consideration for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Property and other amounts are fixed by the parties hereto by mutual consent/negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in charges which may be levied or imposed by the authorities from time to time. The Builder undertake and agree that while raising a demand on the Purchaser/s for increase as aforesaid, the Builder will enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

6.4) The Builder may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Builder from time to time for the period by which the respective installment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Builder.

6.5) The Purchaser/s shall not be entitled to question the cost at which the Vendors or Builder sell remaining undivided share or cost of construction of other apartments in the Project for others and the quantum of deposits and other sums referred to above. The Vendors/Builder

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors/Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

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Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

6.6) In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexures-1 & 2 for any reason, the Purchaser/s is/are liable to pay interest on delayed payments from due date till payment. If the payments are not made within One months of notice of demand, the Vendors/Builder shall be entitled to terminate this Agreement.

6.6.1) In the event of breach by the Purchaser/s of any of the terms of this Agreement and same not being cured within a period of 15 days of notice of such breach, the Vendors/Builder shall be entitled to terminate this Agreement and on such termination the Vendors/Builder shall be entitled to the rights as provided in Clauses below in this Agreement.

6.7) In the event of termination as aforesaid, the Vendors/Builder, shall be entitled to forfeit Booking Amount being 20% of the total sale consideration and cost of construction reserved herein along with the EMI paid by the Builder on behalf of the Purchaser by the virtue of Pre EMI Scheme and refund the balance, *if any*, within 60(sixty) days from the date of termination or within 90 days from the date of resale of the same apartment whichever is later against execution of a registered Deed of Cancellation of Agreement to Sell. The statutory payments made by Purchaser/s will not be refunded.

6.8) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Vendors/Builder. The Vendors/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

6.9) In case the Purchaser/s cancel/s this Agreement to Sell, the Builder herein is entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to 20% of the sale price stipulated herein as liquidated damages along with the amount paid as EMI by the Builder on behalf of the Purchaser by the virtue of Pre EMI Scheme and refund the balance sum due *if any* under this Agreement within one month from the date of re-sale/transfer of Schedule 'B' Property and Schedule 'C' Property to Purchaser/s/ies and such forfeiture/recovery as aforesaid by the Vendor will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

6.10) If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount 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 Builder and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Vendors/Builder paying the amount to the bank or any financial institution and the Vendor/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.

6.11) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1Percent on the Total Sale Consideration, as required under sanction 1941A of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Vendors/Builder on or before 5th day of the subsequent month of deduction.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors/Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

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Debanjali Chowdhury
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Builder with such permissions, approvals which would enable the Builder to fulfill its obligations under this Agreement. The Purchaser/s agrees/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Builder immediately and comply with necessary formalities if any under the applicable laws. The Builder shall not be responsible towards any Purchaser/s making payments, remittances on behalf of any Purchasers and such Purchaser/s shall not have any right in this application/allotment of the Schedule 'C' Apartment in any way and the Builder shall issue the payment receipts in favor of the Purchaser/s only.

In terms of the provisions of the Act, Vendors/Builder will deposit/s portions of the amounts realized for the real estate project from the allottees/purchasers, from time to time in separate account maintained with a scheduled Bank. The Purchaser/s specifically understand/s and consent/s that the Vendors/builder are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the project upon certification by an Engineer, an Architect and a Chartered Accountant in practice that the withdrawal is in proportion to the percentage of completion of the project, and purchaser/s shall not raise any dispute in this regard whatsoever.

8. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Builder to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding if any, in his/her/their name/s as the Builder may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Builder adjust his/her/their payments in any manner.

9. LOAN:

9.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan [hereinafter called 'the Loan'] from a bank, housing finance Developer, housing finance society or a financial institution [hereinafter called 'the Financier'] and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.

9.2) The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Builder without any delay and in the manner mentioned in this agreement.

9.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Builder on the due dates, the relevant installments and all other sums due under this agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

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KATAMREDDY SRIKANTH
DN: cn=KATAMREDDY SRIKANTH,
ou=, o=M/s. Candeur Constructions,
email=katomreddy@canneur.com

Builder

Debanjali Chowdhury
Chatterjee

Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

9.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Vendors/Builder shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

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

9.6) The Purchaser/s agree/s that in case the Purchaser/s opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s shall be executed only upon the Vendors/ Builder receiving "No Objection Certificate" from such financial institutions/ banks form where the Purchaser/s has/have availed financial assistance for development of the said project.

9.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions for loan documents.

10) **SPECIFICATIONS:**

The Specifications of construction of Schedule 'C' Apartment agreed between the Builder and Purchaser/s are detailed in **Annexure-3** to this Agreement and the Builder agree to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto.

11) **DISCLOSURES:**

The Purchaser/s acknowledge/s and confirm/s that the Vendors/Builder have fully disclosed to the Purchaser/s as to the Vendors/Builder title and all approvals obtained by them for the development of the Project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Vendors/ Builder to undertake every action as per Disclosures.

- a) That the Vendors/Builder have achieved maximum allowable FAR based upon land area and accordingly proportionate undivided share will be conveyed by the Vendors/Builder at the time of execution of the Sale Deed.
- b) The sale of Schedule 'B' Property is to enable the Purchaser/s to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Vendors/Builder under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The Vendors/Builder are also entitled to utilize Transferable Developmental Rights in constructing the Schedule 'A' Property and in which case undivided share would stand varied and will be corresponding to the Apartment that is being constructed under the Scheme. According the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- c) The Common Amenities and Facilities and the Common Areas will be developed by Builder in terms of Specifications and 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.

For, M/s. Candeur Constructions,

KATAMREDDY
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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s
Chatterjee

Unit No.304
Block: 1
Tower: B

- d] The Vendors/ Builder shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas disclosed herein below to other apartment owners and the Purchaser/s has/have been made available details of the Limited Common Areas of the Project and aware of the exclusive right of the use of such Limited Common Areas in the said the Project.
- e] That the Common Area of the Project are subject to Modifications thereto depending upon the technical feasibility and for the betterment of the Project.
- f] That, the Vendors/ Builder as aforesaid will be executing Deed of Declaration and the Association shall be executing the Association Agreement with the operator. The Deed of Declaration, inter alia, would also include the obligations of the Purchaser/s to comply with the Association Agreement.
- g] That, the Apartments can be used for residential purposes only in terms of the rules and regulation formulated by the Builder and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the Project.
- h] The Builder have reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchaser/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the Purchaser/s that the Limited Common Areas will also be a part of Deed of Declaration.
- i] The computation of sale price and cost of construction includes cost of land share, cost of construction of Apartment but also cost of common areas, internal development charges, external development charges, cost of providing all services, amenities and facilities.
- j] That, the Builder may avail the financial facilities from bank, housing finance Developer, housing finance society or a financial institution and in pursuance of which Builder may deposit the documents of title, evidences, deeds and writings in respect of the land with the Bank. In such case, the undivided share agreed to be sold under this Agreement would be released from the charge if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.

12. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/s has/have seen the Specifications of the Apartment and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement. The Builder shall develop the Project in accordance with all the approvals and the Specifications and shall not make any variation/alternation/modification in such plans without the consent of Purchaser/s and other purchasers as required under the Act. However the Vendors/Builder are entitled to effect minor additions/alterations as may be required by the Purchaser/s or minor changes/alterations as provided under the Act or by the local authorities.

13. COMPLETION & DELIVERY OF POSSESSION OF THE PROJECT:

13.1) That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Vendors/Builder will complete the Project within 31/12/2022 with six months grace period.

13.2) The Vendors/Builder shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Apartment and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Vendors/Builder shall be entitled to extension of time for completion and handing over possession of the apartment and common areas by such time as the Vendors/Builder may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors/ Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

13.3) In case of any proven willful delay in delivery of the apartment for reasons other than what is stated above, the Vendors/Builder are entitled to a grace period of six months and if the delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Vendors/Builder shall return the amount received by them from the Purchaser/s along with interest at prevailing rate of State Bank of India highest marginal cost of lending rate plus two percent.

13.4) However, where Purchaser/s do not intend to withdraw from the project, he/she/they shall be paid interest at the rate of prevailing Interest rate of State Bank of India highest marginal cost of lending rate plus two percent by the Vendors/Builder for every month of delay, till the handing over of the possession. The interest payable by the Vendors/Builder to the Purchaser/s shall be from the date the Vendors/Builder received the amount or any part thereof till the date the amount or part thereof interest is refunded.

13.5) **PROVIDED HOWEVER:**

- a) Such delay not being attributable to the reason/s mentioned in clauses above;
- b) The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c) The delay is proved to be willful delay on the part of the Vendor. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Builder to pay any damages as aforesaid.

14) **DELIVERY OF APARTMENT:**

14.1 The Builder after securing Occupancy Certificate from the plan sanctioning authorities intimate the Purchase/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the apartment. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Builder and Vendors in respect of Schedule 'B' and 'C' Properties with the time stipulated herein.

14.2 The Purchaser/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within two months from the date of receipt of the notice of completion and Occupation Certificate issued by the plan sanctioning authorities.

14.3 The Vendors/Builder shall confirm the final Carpet Area Allotted to the Purchaser/s after the construction of the Building is completed and the occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Builder/Vendors. If there is any reduction in the carpet area within the defined limit then Vendors/Builder shall refund the excess money paid by Purchaser/s within 60 days from the date of recalculation and confirmation of area along with interest at prevailing Interest rate of State Bank of India prime lending rate plus two percent from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area allotted to Purchaser/s, the Vendors/Builder shall demand that from the Purchaser/s which shall be paid within fifteen days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

14.4 Possession of the Schedule 'C' Property will be delivered to the Purchaser by the Vendors/Builder after the same is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement are fully paid in time to the Vendors/Builder into and after the Vendors/Builder obtains registered Sale Deed from land owners in respect of schedule 'B' property. The Purchaser/s shall take possession of the

Project: CANDEUR SIGNATURE

For, M/s. Candeur Constructions,

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SRIKANTH REDDY

(Managing Director)

Vendors **Builder**
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for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this agreement and overdue interest, if any, within fifteen days from the date of receipt of the notice in writing to the Purchaser/s intimating that the said apartment is ready for use and occupation, time being the essence of the contract in that behalf. Failure on the part of the Purchaser/s to take possession of the schedule 'C' apartment after receiving intimation/notice from the Vendors/Builder shall be taken as "Deemed Possession" by the Purchaser/s.

14.5 The Purchaser/s shall be liable to bear and pay to the Vendors/Builder the following expenses commencing from 15 days after notice is given by the Vendors/Builder to the Purchaser/s to the effect that the schedule 'C' apartment is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- a) the minimum electricity and water demand charges;
- b) property taxes in respect of the schedule 'C' apartment and other outgoings such as electricity charges and expenses incurred by the Vendors/Builder for maintenance of the Schedule 'C' Apartment;
- c) Purchaser/s's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Vendors/Builder to manage and look after the common areas and facilities in 'CANDEUR SIGNATURE' such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers, STP operators etc., expenses incurred by the Vendors/Builder or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc.,

14.6 In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Vendors/Builder are entitled to and Purchaser/s shall be liable to pay Rs.15/- (Rupees Fifteen Only) per month per Sq. Ft., of the carpet area as holding charges in addition to the amounts payable in the perviouspara, which the Purchaser/s agrees to pay the same on demand on or before receiving possession of Schedule 'C' Apartment. In case the Purchaser/s default/s in registering the sale deed and taking the possession beyond a period of 90 days from the date of issuance of notice of completion and Occupancy Certificate, the Vendors/Builder is/are entitled to terminate this agreement after forfeiture of 20% sale price and cost of construction and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Vendors/Builder will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 days from the date of such termination, within 60 days from the date of resale of the same Apartment whichever is later.

14.7 The Purchaser/s upon taking possession of the schedule 'C' apartment shall be deemed to have accepted that the Schedule 'C' apartment as fully completed in all respects as per the specifications and the Purchaser/s shall not have any claim against the Vendors/Builder for any items of work in the Schedule 'C' apartment which may be alleged as not carried out or completed by the Builder. This however shall not be applicable to any snags reported by the Purchaser/s at the time of taking over of the apartment, which shall be attended to and rectified by the Builder.

15) TITLE & TITLE DEEDS:

15.1) The Purchaser/s is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Vendors/Builder to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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Date: 2021/08/07 11:48:47
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(Managing Director)

Vendors/Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
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Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

Vendors/Builder and/or power of the Vendors/Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule 'A' Property will be ultimately handed over to the Association of the purchasers/allottees in terms of the Act.

15.2) The Purchaser/s has/have no objection for the Vendors/Builder to create or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Vendors/Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Vendors/Builder agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

16. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.:

16.1) The Purchaser/s has/have borne the cost of stamp duty, Cess and registration fee payable on this agreement and will also pay the registration fee, if this agreement is registered before the jurisdictional Sub-Registrar.

16.2) The Vendor and Builder agree to execute Sale Deed in terms of the draft prepared by the Builder's Counsel for sale of Schedule 'B' Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The Purchaser/s agree/s not to claim conveyance or possession till compliance of this Agreements. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Builder's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Builder in respect thereto and the Purchaser/s consent/s for the same.

16.3) The Vendor agree to execute the Sale Deed after fulfillment of the terms hereof and the Purchaser/s has/have agreed for the same. The stamp duty, registration charges prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' and/or 'C' Properties, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Vendor and/or Builder have no liability in respect thereto.

16.4) The Purchaser/s hereby authorize/s the Vendors/Builder to sign and execute the required one or more deeds of Declaration in respect of the Project recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in development and also get the same registered.

17. PROPERTY TAXES:

The Vendor and Builder will pay municipal taxes in respect of Schedule 'B' and 'C' Properties till the date of registration of the Sale Deed and the Purchaser/s shall be liable to pay the said taxes on Schedule 'B' and 'C' Properties from the date of sale.

18. KHATA TRANSFER:

The Purchaser/s is/are entitled to secure Khata of Schedule 'B' and 'C' Properties on purchase at his/her/their cost from Bruhat Bangalore Mahanagara Palike and Vendor agree to sign

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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Date: 2021/08/07 11:48:41
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Bhatnagar

Purchaser/s

Unit No.304
Block: 1
Tower: B

necessary consent letters. In the event of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

19. NATURE OF RIGHT OF USAGE:

19.1) It is agreed that the buildings to be constructed in Schedule 'A' Property shall be held by all the apartment owners in the respective blocks/buildings and each of them having undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendor and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

19.2) It is explicitly made clear and agreed between the parties that Purchaser/s shall not have any right and interest in the Terrace of any blocks of buildings at 'CANDEUR SIGNATURE'. The right to use the entire Terrace shall exclusively vest with the Builder/Vendor and they shall have the right to permit the exclusive usage of the same to the Purchasers who have specifically acquired such rights.

19.3) The Purchaser/s agree/s to own and enjoy Schedule 'B' Property to be sold and the Schedule 'C' Apartment to be built in common with other owners or purchasers of undivided shares in Schedule 'A' Property and shall be entitled to all those such Rights stated in herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in this Agreement. The rights and obligations so detailed hereunder are common to all apartment owners. The Builder however shall be entitled to confer additional benefits and rights to specific purchasers at their discretion.

19.4) The Purchaser/s shall not seek partition or division or separate possession of Schedule 'B' Property and shall in no way the Purchaser/s shall call in question the sale price that will be settled with the Purchasers of the balance portions in Schedule 'A' Property.

20. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND BUILDER:

The Vendors/Builder hereby represent and warrant to the Purchaser/s as follows:

- a) The Vendors are the absolute owners of Schedule 'A' Property and have the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' property or the Project;
- b) The Vendors/Builder have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- c) That the Schedule 'A' Property is not subject matter of any proceeding and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
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KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

- e) The Vendors/Builder have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the right of Purchaser/s under this Agreement;
- f) At the time of execution of the conveyance deed the Vendors/Builder shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s and the Common Areas to the Association of the Purchaser/s;
- g) To the knowledge of the Vendors/Builder no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Builder in respect of the said Land and/or the Project;
- h) In the event the Vendors/Builder default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Vendors/Builder shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- i) The Vendors/Builder have secured appropriate insurances relating to the development of the Project and will also pay insurance premiums until the completion of the Project;
- j) The Vendors/Builder agree not to convey or confer on any other Purchasers of the apartments in the Project without including the covenants as are stipulated herein.

21. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Vendors/Builder have entered into this Agreement and agreed to sell the Schedule 'B' Property and Schedule 'C' Property, based on the representations and warranties of Purchaser/s set out below (the "Purchaser Warranties"):

The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;

- a) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Vendors/Builder as detailed in this Agreement and after understanding the same, the Purchaser/s has/have entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Vendors/Builder undertaking the works and benefits from such works.
- b) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendors/Builder. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Vendors/Builder and the Disclosures made by the Vendors/Builder, has entered into this Agreement.
- c) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at

For, M/s. Candeur Constructions,

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Date: 2021/06/07 11:48:47
+05'30'

(Managing Director)

Vendors/Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23.

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Vendors/Builder to visit the Schedule 'A' Property at the time of constructions and follow all the safety standards and procedures required under law.

- d) The Purchaser/s is/are made aware of the Disclosures of the Vendors/Builder pertaining to the development of the Project and has/have consented to the same without having any objections.
- e) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Vendors and Builder for acquiring the Said Apartment. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Apartment to be suitable for the Purchaser/s Apartment and therefore have voluntarily approached the Vendors and Builder for allotment of the said Apartment.

22. RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- i) Exclusive ownership of the Apartment;
- ii) Undivided proportionate share in the Common Areas. Since the share/ interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'A' Property 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 Schedule 'A' Property or any part thereof;
- iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s 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' Property 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.

23. OBLIGATIONS OF PURCHASER/S:

23.1) The Purchaser/s shall be bound by the obligations and restriction which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.

23.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage

Project: CANDEUR SIGNATURE

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Vendors and Builder until entire development in Schedule 'A' Property is completed and the same but excluding the club house shall be handed over to Owners Association of such completion. However the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Vendors/Builder.

23.3) The Purchaser/s will get the Schedule 'C' Apartment constructed through the Builder only as per scheme and not through any other person. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project. The development/construction shall be in progress at all times of day and night and even on holidays and will not raise any issue or objections for the same.

23.4) The Purchaser/s undertake/s to pay all the amounts detailed in Annexures-1 to 3, all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.,

23.5) The Purchaser/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of an association or society or cooperative society of the Purchaser/s of the Project.

23.6) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.

23.7) The Purchaser/s is/are aware that the Vendors and Builder will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the Purchaser/s shall be required to abide by the said declaration and bye-laws annexed thereto and become the member of the Owner's Association by signing the required documents as called upon by the Vendors and Builder.

23.8) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Vendors and Builder are follows:-

- i) To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated, which may be against the rules, regulations or bye/laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Vendors and/or to the Builder. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other

For, M/s. Candeur Constructions,

KATAMREDDY
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(Managing Director)

Vendors/Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Choudhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

manner damage the columns, beams, wall, slabs or R.C.C. or other structure members in the said Apartment without the prior written permission of the Vendors/Builder.

- ii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area preapproved by the Vendors/Builder.
- iii) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- iv) To pay within fifteen days of demand by the Vendors/Builder his/her/their share of security deposit/charges/premium/statutory demands demanded by the concerned local authority or government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- v) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- vi) As and when informed that the Schedule 'C' Property is complete, come forward to take possession and pay all the amounts due under this agreement. The Purchaser/s is also aware and agree that the common amenities and facilities of the said development shall be completed from time to time, some of them by end of the completion of the said overall development.
- vii) If any development and/or betterment charges or other levies are charges, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule 'B' Property. To bear and pay any new levies/charges/taxes levied by the Central and /or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Vendors/Builder would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Vendors/Builder of any instances of taxes on this Agreement, accruing in future.
- viii) To undertake to use the Schedule 'C' Property-Apartment for residential purposes only and shall not use for any other commercial or illegal activities.
- ix) To own and enjoy Schedule 'C' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all Purchaser/s in the Project.
- x) To use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., more particularly defined under the Act in Schedule 'A' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

For, M/s. Candeur Constructions,

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Date: 2021/06/07 11:48:47
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(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

- xi) The Garden Areas and other greenery abutting the building in the Project are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective buildings in Schedule 'A' Property shall erect any compound or fencing around their respective Blocks.
- 23.9) The Purchaser/s shall not require or undertake by himself/herself/themselves before/after delivery of possession Schedule 'C' Apartment, any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Vendors/Builder. The Vendors/Builder decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Vendors/Builder.
- 23.10) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Vendors/Builder. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Vendors/Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to structure already handed over to the Purchaser/s but originally carried out by the Vendors/Builder. The Vendors/Builder are not answerable for any thefts during the course of the interior works.
- 23.11) The terrace of each of the building on issued of Occupancy Certificate after completion of construction aforesaid will be common to the owners/occupants of the respective buildings.
- 23.12) The Purchaser/s will not object to the rights of the Vendors/Builder in allotting the covered/mechanical/stacked/open car parking spaces/garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Vendors/Builder in this regard shall be final and binding on the Purchaser/s.
- 23.13) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 23.14) The Purchaser/s agrees that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.
- 23.15) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 23.16) The Vendors and Builder as aforesaid will be developing the building in Schedule 'A' Property. The Purchaser/s is/are aware that the development in the adjoining buildings

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors/Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

and/or in subsequent developments will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.

- 23.17) The Vendors and Builder have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other buildings in **the Project** and the Purchaser/s shall have no objection/make any claims in respect thereto.
- 23.18) The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Vendors and Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Vendors and Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Vendors/Builder, all necessary assistance and co-operation, to enable the Vendors/Builder to exercise and avail of the same.
- 23.19) It is agreed that the buildings to be constructed in Schedule 'A' Property shall be held by all the apartment owners in the respective blocks/buildings and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendors and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 23.20) Though the Purchaser/s is/are purchasing the undivided share in the entire Schedule 'A' Property, the Purchaser/s rights are actually confined to the land abutting/earmarked for the construction of the Said Property.
- 23.21) Block of the apartment building in which the Schedule 'C' Apartment will be/is situated.
- 23.22) The Purchaser/s agree/s and acknowledge that the Vendors and Builder have the right to make additions to or put up additional floors/structures in the buildings in 'PROJECT' and/or in Schedule 'A' Property as may be permitted by the competent authorities and such additional structures will result in change in the proportionate interest in the common areas and facilities in the Larger Property. In the event of increase/reduction in the area in Schedule 'B' Property, no increase/reduction will be given in the sale price. The Area statement issued by the Project Architect shall be the basis for determining the quantum of undivided share in Schedule 'B' Property and the super built up area of the Schedule 'C' Apartment and it shall be final and binding on the parties. The Vendors and Builder shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Schedule 'C' Apartment, they shall have no objection for the Vendors in continuing with the construction of additional floors/structures and/or buildings adjacent to or above the buildings in Schedule 'A' Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
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KATAMREDDY SRIKANTH
REDDY Date: 2021.06.07 11:46:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 25

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

whatever name called or with hold any payment stipulated herein. The aforesaid term is of the essence of this Agreement.

- 23.23) Upon handing over Schedule 'C' Apartment, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchaser/s however while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed or the Owners' Association, periodically for the maintenance of all common areas and facilities in the 'PROJECT'.
- 23.24) The Builder reserves the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins, etc., in Schedule 'A' Property, which the Purchaser/s cannot question. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes, etc., implemented by the Builder.

24. CLUB HOUSE:

- 24.1) The Purchaser/s are aware that as per the scheme of development, there would be a Club House with all facilities and amenities to be developed by Vendor/Builder in the Schedule 'A' Property, which will be for the benefit of the Purchasers/occupants of the development in Schedule 'A' Property and also for the developments in the adjoining properties if developed by the Vendors/Builder and it is an independent entity and not forming part of Schedule 'A' Property and Purchaser/s shall be required to pay the prescribed amount towards the club facility for membership therein and utilize the facilities available in the Club according to the terms and conditions and payment of the amounts prescribed by Vendors/Builder or by Club House Management Committee appointed by Vendors/Builder to run and manage the Club, and the Club House Management Committee will have one representative from the 'CANDEUR SIGNATURE' owners Association as Committee Member. Any tax liability arising out of this shall be borne by the Purchaser/s.
- 24.2) The Purchaser/s shall become a member of this club house by payment of a non-refundable membership fee of Rs. 3,00,000/- (Rupees Three Lakhs Only)/- This is a non-refundable membership fee. This membership can be used by the Co-Purchasers and their immediate family members (Inmates of the Apartment/s).
- 24.3) It is also made clear that the Vendors/Builder shall be at liberty to enroll the purchasers of apartments in their future development adjoining to Schedule A Property as members into this Club House.
- 24.4) That the Purchaser/s apart from payment of the non-refundable membership fee shall also pay subscription, maintenance and administrative charges of the Club House and its amenities as demanded by the Vendor/Builder on monthly basis. The Purchaser/s shall not at any time claim ownership and undivided right over the Club House.
- 24.5) That the Purchaser/s, on selling the Schedule "B" & "C" Properties, will no longer continue to be the member of the Club House and other common amenities and facilities and will not be entitled to the facility of the Club House and that the membership shall stand transferred to the new owner of the Schedule Property.

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

KATAMREDDY
SRIKANTH REDDY
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KATAMREDDY SRIKANTH
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Date: 2017.08.07 11:46:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s
Bhatteja

Unit No.304
Block: 1
Tower: B

- 24.6) The ownership and possession of the land, buildings and the fittings and fixtures in the Club including movable assets will remain absolutely and exclusively with the Builder and/or their associate companies, concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:-
- (i) Admit the owners/tenants in possession as members. Members shall have no right, title or interest whatsoever in the land and in the Club House building and/or assets therein.
 - (ii) Refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House's rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
 - (iii) Fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - (iv) Frame the rules and regulations regarding usage of the facilities at the Club House.
- 24.7) The Builder shall have a perpetual right of ingress and egress to the Club by using the roads and other facilities in the Schedule 'A' Property by themselves and by their agents, servants, members, invitees, guests, visitors authorized/ permitted by them etc.,
- 24.8) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in 'CANDEUR SIGNATURE', shall be entitled to use the 'Club House', subject to (i) strict observance of the rules of the Club House, framed by the Vendors/Builder, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Vendors/Builder and their agents/assigns; (iv) and are entitled for the following:-
- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club House on payment of admission fee prescribed by the Vendors/Builder, however the other Co-Purchasers and their immediate family members (Inmates of the Apartment/s) shall be entitled to utilize the Club House facilities.
 - (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Vendors/Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Vendors/Builder subject to payment of charges for usage of facilities in Club.
 - (c) Members will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the Club movable or immovable.
- 24.9) The Builder may themselves run the Club and/or engage any person/s to run the club and its activities.
- 24.10) The Purchaser/s is/are aware that Builder is at liberty to integrate the development in the Schedule Property with the development which the Builder may undertake in the lands abutting/adjoining to the Schedule Property purchased by the Builder. The Builder is empowered and authorized to enroll the Purchaser/s of apartments/villas of their future adjoining developments or other existing development as members and the Purchaser/s shall have no objection to this.

For, M/s. Candeur Constructions,

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Date: 2021.08.07 11:48:47
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(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s
Chatterjee

Unit No.304
Block: 1
Tower: B

- 24.11) It is clarified that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Purchaser/s shall take possession of the Schedule 'C' Apartment even if Club and above facilities are not complete or non-operational.

25. OWNER ASSOCIATION:

25.1) The Vendors and Builder shall enable the formation of the Association of Purchasers, by whatever name called, within a period of three months of the majority of purchasers having booked their apartment in the Project. The Purchaser/s hereby agree/s and undertake/s to become a member/s of the Association of Purchasers as and when formed by the Vendors and Builder and/or by the purchasers of all the apartment and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association bye-laws and all the rules and regulations of the said Association of Purchasers and proportionately share the expenses for running the Association and its activates referred to herein.

25.2) The Owner's Association will be governed by a Deed Declaration to be executed by the Vendors and Builder and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

25.3) It is specifically made clear that the said Owner's Association on its formation is not only for the purpose of attending to the social activates of its members consisting of the owners/occupants of the development in the Project but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc. and will function in terms of Act & Rules thereunder.

25.4) That on the Project being handed over to the Association, the Vendors/Builder 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, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

26. MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT

26.1) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchasers of the apartments. The Purchaser/s shall pay to Vendors/Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.

26.2) The Purchaser/s shall permit the Vendors/Builder and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining re-building, cleaning and keeping in order and condition all services, drains, or other convenience belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23.

Debanjali Chowdhury
Chatterjee
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

27. NO RIGHT TO OBSTRUCT DEVELOPMENT:

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

28. NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project 'CANDEUR SIGNATURE' in Schedule 'A' Property and/or alter the names assigned to the Blocks therein.

29. LIMITED RIGHT OF PURCHASER/S:

Nothing contained in these presents shall be constructed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

30. INSPECTION:

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

31. DEFECT LIABILITY PERIOD:

(a) The Defect liability period shall be for a period of 5 (Five) year from the date of issuance of the Occupancy certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Vendors/Builder. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act/commission on the part of the Purchaser/s/others is excluded from this clause and for which the Vendors/Builder are neither liable nor responsible. Subject to the terms as stated in this clause the Vendors/Builder shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Vendors/Builder.

(b) The Vendors/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerance as per IS and building codes, Air Pockets beneath tiles, Separation cracks/gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting, Minor tile chipping, place where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under scope of maintenance under defect liability, any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment.

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 25

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

(c) The Vendors/Builder shall not be responsible for routine/non/structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc., and such other defects caused due to normal wear and tear, abuse and improper usage.

32. FIRST CHARGE:

The Builder shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the Builder under the terms of this Agreement and its Possession shall lie with the Builder until all the payments are made to the Builder by the Purchaser/s under this Agreement.

33. ASSIGNMENT:

a) That during the six months of the execution of this agreement, the Purchaser/s shall not have power or authority to transfer or assign his/her/their rights under this agreement to anyone. After expiry of six months, the Builder may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee of 10% of the consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties along with the amount paid under the EMI Scheme(if availed). The Builder may grant such sanction, provided at the time of such assignment the Purchaser/s has/have/ paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said apartment till the said date of Assignment. Further in the event of such assignment, the Builder shall not be liable to pay any compensation/damages payable by the Builder under any of the terms and/or conditions of this Agreement.

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

- (i) settling all charges outstanding and payable to the Vendors/Builder all other payments mentioned in this Agreement and other overdue interest(if any);
- (ii) Causing the new buyer(s) to execute Assignment Deeds or fresh Sale Agreement/Deeds with the Vendors/Builder (as per the format of the Vendors/Builder). And the transferee shall undertake to be bound by the terms of this Agreement.

34. BUILDER'S RIGHT TO DEVELOP THE ADJOINING PROPERTIES:

It is further agreed and confirmed by the Purchaser/s, that the Builder shall be free to develop neighboring and nearby properties and entitled to integrate the development of the neighboring properties with Schedule 'A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Schedule 'A' Property. The Third Party and other Occupants of such apartments and/or built up areas therein, shall have the right to use and enjoy the Infrastructure Facilities, common roads, utilities like lighting, sewerage, water and electricity in the development in Schedule 'A' Property in common with owners/occupants thereof. It is specifically agreed that if, however the Builder extend the Project ' CANDEUR SIGNATURE ' in the neighboring and/or nearby lands, the owners in such extensions shall also be entitled to use and enjoy some of the Items of Infrastructure, on sharing maintenance charges stipulated by the Builder depending upon the nature and extent of use of the Infrastructure.

35. RIGHT TO REBUILD:

In the event of destruction of building in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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Date: 2021.08.07 11:48:27
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(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23.

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

36. EVENTS OF DEFAULT AND CONSEQUENCES:

36.1) Subject to the Force Majeure conditions, the Vendors/Builder shall be considered under a condition of Default, in the following events:

(i) Vendors/Builder fail to complete the Project and/or applied for issue of Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.

(ii) Vendors/Builder fail to deliver possession of the Apartment to the Purchaser/s within the time period specified.

(iii) Discontinuance of the Vendor's/Builder business as a Vendors/Builder on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

36.2) In case of Default by Vendors/Builder under the conditions listed above, Purchaser/s is/are entitled to the following:

(i) Stop making further payments to Vendors/Builder as demanded by the Vendors/Builder. If the Purchaser/s stop/s making payments, the Vendors/Builders shall correct the situated by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or

(ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Vendors/Builder shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the apartment, along with interest at State Bank of India highest marginal cost of lending rate plus 2 per cent within sixty days of receiving the termination notice. Provided that where the Purchaser/s do not intend to withdraw from the project or terminate Agreement, shall be paid, by the Vendors/Builder, prevailing interest rate of State bank of India highest marginal cost of lending rate plus two per cent till the handing over of the possession the Apartment.

36.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Vendors/Builder are entitled to terminate this agreement and refund the amount paid by the Purchaser/s by deducting 20% and the interest and other liabilities within two months of cancellation or within 60 days from the date of resale of the same Apartment whichever is later as aforesaid. In case the Purchaser/s fail/s to make payment inspite of demands made by the Vendors/Builder as per the Payment Plan annexed hereto in Annexures-1 & 2, the Purchaser/s shall be liable to pay interest to the Vendors/Builder on the unpaid amount at the prevailing State Bank of India highest marginal cost of the lending rate plus two per cent default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Vendors/Builder in this regard;

i) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of apartment;

For, M/s. Candeur Constructions,

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(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

- ii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days notice to that effect;

37. NOTICES:

37.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

37.2) In case there are joint Purchaser/s all communications shall be sent by the Vendors/Builder to the Purchaser whose name appears first at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

38. EVENTS RELATING TO FORCE MAJEURE:

Notwithstanding the definition of Force Majeure in Clause-1 above, the Purchaser/s agree/s that in case the Vendors/Builder are unable to complete the Project and/or deliver the apartment to the Purchaser/s for his/her/its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other Authority; or (b) if any competent Authority (ies) refuses, delays, withholds, denies, the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permission, notices, notification by the competent Authority (ies) become subject of any suit/writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, Governmental restrictions or so forth which are beyond the reasonable control of the Vendors/Builder, (e) non-availability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Vendors/Builder or its officials, then the Vendors/Builder shall not be liable or responsible for delay and in the event of cancellation of this agreement by any party, the Vendors/Builder shall only be obliged to refund the amount received from the Purchaser/s without any interest within two months of termination or within 60 days from the date of resale of the same apartment whichever is later.

39. SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION

39.1) Subject to Clause below, in the event of default by the Vendors/Builder the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s the Vendors/Builder shall be entitled to enforce specific performance of this Agreement or take action as per this agreement.

39.2) In the event of breach of the terms of this Agreement to Sell or in the event of any deference or disputes arising between the parties in regard to this agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

39.3) The Courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

For, M/s. Candeur Constructions,

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Vendors Builder
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Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Purchaser/s

Unit No.304
Block: 1
Tower: B

40. NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of 'CANDEUR SIGNATURE' in Schedule 'A' Property and/or alter the names assigned to the Blocks/Towers therein.

41. POWER TO INTEGRATE- BUILDERS' RIGHT TO DEVELOP THE 'SCHEDULE 'A' PROPERTY/ADJOINING PROPERTIES:

It is further agreed and confirmed by the Purchaser/s, that the Builder shall be free to develop neighbouring properties and entitled to integrate the sy nos as part of Schedule A Property and project CANDEUR SIGNATURE'. The Builder will register the development in the adjoining/neighbouring properties in compliance with the RERA act into additional phases/s. The Purchaser/s hereby confirms that he/she/they have no objections in the Builder developing the adjoining property as a part of project CANDEUR SIGNATURE'. The Purchaser/s further agrees that the Schedule A property will accordingly be modified and the Purchaser/s agree to sign all the required agreements, deed and documents in this connection. The Builder reserves the exclusive and absolute right, power and authority to develop the remaining portions of the Schedule 'A' Property/adjoining properties in stages and exploit the same now or later and deal with the same in the manner they deem it fit in which neither the Purchaser/s herein or none of the purchasers of development or any buildings in the 'Schedule 'A' Property' shall have any right or objection or concern therein. The Builder reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'A' Property/adjoining properties for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities and club house in the Schedule 'A' Property/adjoining properties by the Sellers/Builder and/or their transferees and/or persons claiming under them. Further the Purchasers in such extensions shall also be entitled to use and enjoy some of the items of infrastructure, by sharing maintenance charges as stipulated by the Builder depending upon the nature and extent of use of the infrastructure. Similarly, Purchaser/s in schedule A property also entitled to make use and enjoy some of the items of infrastructures in neighboring properties, by sharing maintenance charges. However, the Purchasers herein shall not be entitled to seek for any additional undivided share of land, or super built up area or carpet area due to the integration of additional survey numbers in to the Schedule A Property.

The Builder may also explore the possibility of utilizing the Transferable Development Rights (TDR) in the proposed construction to secure sanction of higher super built-up area. In such an event, the additional construction made by utilizing the said TDR shall be the part of the project 'CANDEUR SIGNATURE' and the Builder is entitled to integrate the development in the SCHEDULE 'A' PROPERTY with the development which the Builder may undertake by utilizing the TDR purchased by the Builder as per the approved/modified plan and the Purchaser has/have no right to question such development.

42. LIMITED RIGHT OF PURCHASER/S:

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Property or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' and 'C' Properties.

For, M/s. Candeur Constructions,

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o=, ou=, email=k.ramreddy@can-
deur.com

(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee
Purchaser/s

Unit No.304
Block: 1
Tower: B

43. POSSESSION:

The Vendor shall deliver and put the Purchaser/s in constructive possession of Schedule 'B' Property and actual, physical, vacant possession of Schedule 'C' Apartment on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and Construction Agreement and compliance of all the terms in both Agreements. That on sale of Schedule 'B' Property, the Purchaser/s shall have no claim of whatsoever nature against Vendor and/or Builder.

44. INDULGENCE:

Any delay tolerated or indulgence shown by the Vendor and/or Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Vendor and/or Builder.

45. WAIVER NOT A LIMITATION TO ENFORCE:

45.1) The Vendors/Builder may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Vendors/Builder in the case of one Purchaser shall not be constructed to be a precedent and/or binding on the Vendors/Builder to exercise such discretion in the case of other Purchasers.

45.2) Failure on the part of the Vendors/Builder to enforce at any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

46. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Vendors/Builder does not create a binding obligation on the part of the Vendors/Builder or the Purchaser/s until, the Purchaser/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s fail/s to execute and deliver to the Vendors/Builder this agreement within thirty days from the date of its receipt by the Purchaser/s, then the Vendors/Builder shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and the Vendors/Builder are entitled to forfeit the booking amount paid by the Purchaser/s.

47. COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements, and representations between the parties, whether written or oral. Any such prior arrangements such deemed to be are cancelled as at this Date.

48. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY

(Managing Director)

Vendors Builder
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Purchaser/s

Unit No.304
Block: 1
Tower: B

Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

49. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Vendors until Project is completed.

50. AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

51. SEVERABILITY:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties shall:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

52. DEFINITION AND INTERPRETATION:

Unless the context otherwise requires, the definitions and interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act 2016 (Central Act of 2016) and corresponding Rules;

53. CUSTODY:

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

54. PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account number of the parties to this Deed are as under;

Builder: AAOFC4332M

Purchaser/s: AOYPC9383A, AMIPC0756D

: SCHEDULE 'A' PROPERTY:

ITEM NO.1

All that piece and parcel of the residential converted land bearing Survey No.219/1 measuring 3353 Square Feet, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 767, Municipal No. 159 and Survey No.226/1 measuring 16553 Square Feet, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 1720, Municipal No. 301, totally measuring 19906 Square Feet, situated at Gunjur Village, Varthur Hobli, Bangalore

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

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Date: 2021.08.07 11:48:47
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Block: 1
Tower: B

East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.] SR 100/2010-11, dated: 28.10.2010 and Official Memorandum No. ALN [E.V.H.] SR 356/2007-08, dated: 06.03.2010, issued by Special Deputy Commissioner, Bangalore Urban District respectively and bounded as follows:

East by	:	Property bearing Sy.No.227 and Sy.No.219/6B;
West by	:	Road;
North by	:	Property bearing Sy.No.225/2;
South by	:	Remaining portion of the property bearing Sy.No. 226/1 and Sy.No. 219/1.

ITEM NO. II

All that piece and parcel of the residential converted land bearing Survey No.219/6A measuring 2 Acres 17 Guntas, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 1719, Municipal No. 300, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk) Converted vide, Official Memorandum No. ALN[E.V.H.]SR 356/2007-08, dated 06.03.2010, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by	:	Land bearing Sy.No.217;
West by	:	Land bearing Sy.No.219/5 and Sy.No.226;+
North by	:	Land bearing Sy.No.219/6B and Sy.No.227;
South by	:	Land bearing Sy.No.218.

ITEM NO. III

All that piece and parcel of the land bearing Survey No.224/2 measuring 3 Acres 3 Guntas, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 1779, Municipal No. 315, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District and bounded as follows:

East by	:	Land belongs to Sri Kaverappa;
West by	:	Land belongs to Sri G.M. Thimma Reddy;
North by	:	Land belongs to Sri Mani Basappa & Sri Basha;
South by	:	Property bearing Sy.No.227.

ITEM NO. IV

All that piece and parcel of the property bearing Survey No.227/1 measuring 3 Acres 5 Guntas, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 1779, Municipal No. 315, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District and bounded as follows:

East by	:	Land belongs to Sri Pillanavara Bajappa Nanjundappa;
West by	:	Land belongs to Sri G.R. Rajashekar Reddy;
North by	:	Land belongs to Sri G.R. Keshava Reddy;
South by	:	Land belongs to Sri Pillanavara Anjenappa.

ITEM NO. V

All that piece and parcel of the land bearing Survey No. 219/6B measuring 2 Acres 17 Guntas, presently bearing Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 1736,

For, M/s. Candeur Constructions,

Project: CANDEUR SIGNATURE

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:49:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Bhatnagar

Purchaser/s

Unit No.304
Block: 1
Tower: B

Municipal No. 307, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk) Bangalore Urban District and bounded as follows:

East by : Private Property;
West by : Property belongs to Sri Dayananda Sagar;
North by : Land belongs to Sri Keshava Reddy G.R.;
South by : Land belongs to Sri Dayananda Sagar.

COMPOSITE SCHEDULE PROPERTY

All that piece and parcel of the residential converted land bearing Survey No.219/1 measuring 3353 Square Feet, Survey No. 226/1 measuring 16553 Square Feet, Survey No.219/6A measuring 2 Acres 17 Guntas, Survey Number 224/2 measuring 3 Acres 3 Guntas, Survey No.227/1 measuring 3 Acres 5 Guntas, Survey No. 219/6B measuring 2 Acres 17 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District, presently bearing amalgamated Khatha No. Sl.No.1736, Sy.No.219/6B, 219/1, 219/2, 226/1, 219/6A, 224/2, 227/1 Municipal No. 307 in the record of Bruhat Bangalore Mahanagara Palike(BBMP) and bounded as follows:

East by : Property bearing Sy.No's.228, 227/3, 227/2 & 217;
West by : Road & Property bearing Sy.No's.224/1, 225/1, 225/2, 226/1, 226/2 & 219/5;
North by : Varthur Village Boundary;
South by : Property bearing Sy.No.218.

: SCHEDULE "B" PROPERTY:
(UNDIVIDED SHARE AGREED TO BE SOLD)

Undivided share, right, title, interest, and ownership in the land in Schedule "A" Property, which comes to **405.40 Sq. Feet** of share in the land in Schedule 'A' Property.

: SCHEDULE 'C' PROPERTY:
(DESCRIPTION OF APARTMENT)

All that Residential Apartment bearing No. 304 in Third Floor of Block 1 of Tower B in 'CANDEUR SIGNATURE' to be constructed in Schedule 'A' Property and apartment measuring Sq. Ft.964.98 of Carpet Area and 383.7 Sq. Ft. of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring 1545 Sq. Ft. of super built up area approximately with right to use One Covered Car Parking Space, and the Apartment is bounded by:

East by : Unit No B-305
West by : Amenities
North by : Amenities
South by : Unit No B-304

: SCHEDULE "D":
: RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment and the Building to be constructed thereon on purchase of Schedule 'B' Property;

- 1) The right to construct and own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of Construction Agreement.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Chatterjee
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical, and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone, and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in 'CANDEUR SIGNATURE' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided in Schedule 'A' Property to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basement, roads and pavements;

: SCHEDULE "E":

: OBLIGATIONS ON THE PURCHASER/S:

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

- 1) The Purchaser/s shall be bound by the following obligations:

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Date: 2021/08/07 11:46:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Pattaya

Purchaser/s

Unit No.304
Block: 1
Tower: B

- a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
- 2) Not to use the space left open after construction in Schedule 'A' Property or in 'CANDEUR SIGNATURE' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 3) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
- 4) Not to decorate the exterior part of the building to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
- 5) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 6) The Purchaser/s shall has/have no objection whatsoever to the Builder managing the entire development in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies or to the association as soon as it is formed and pending the same, the Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking.
- 7) The maintenance of the building/s shall be done by Builder or by a maintenance company for a period of One year.
- 8) Shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and objective of such association is to take over accounts/finance of the multistorey building and the development in 'CANDEUR SIGNATURE' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.
- 9) The Purchaser/s and other owners of Apartments in the said building shall pay the maintenances fee to the Builder or maintenance company or the Association as the case may be for maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property as fixed/revised by the Builder.
- 10) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 11) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
- 12) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
REDDY
Date: 2021/06/07 11:49:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

13) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder constructs and not at any time alter the said elevation in any manner whatsoever.

14) The Purchaser/s shall from the date of handing over possession, maintain the apartment at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other authority. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes, and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

15) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters, and things as may be reasonably required by the Builder for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

16) The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement level/Ground Level will be allotted by the Builder to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.

17) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in 'CANDEUR SIGNATURE'.

18) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.

19) The Purchaser/s of apartments in 'CANDEUR SIGNATURE' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the color scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous, or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.
 - n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building or 'CANDEUR SIGNATURE'.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in 'CANDEUR SIGNATURE'.
 - p) Trespass into other residential buildings in 'CANDEUR SIGNATURE' or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' Property for training any skill or art or occupation or conduct any teaching classes.
- 20) The use of the club house, swimming pool and other facilities by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place.
- 21) The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
- 22) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
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REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Debanjali Chowdhury
Chatterjee
Purchaser/s

Project: CANDEUR SIGNATURE

Unit No.304
Block: 1
Tower: B

23) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.

24) The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Builder and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

25) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.

26) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

27) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in 'CANDEUR SIGNATURE'

28) The Purchaser/s shall pay to the Builder or maintenance company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule 'C' Apartment:

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in 'CANDEUR SIGNATURE' including the cost of Annual Maintenance Contract for these equipments;
- b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the project.
- c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Digitally signed by
KATAMREDDY SRIKANTH
REDDY
DN: c=IN, o=KATAMREDDY SRIKANTH
REDDY, email=k.ramreddy@kandeur.com

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23.

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and color washing of common areas, roads, developments, club house, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general including all taxes and other incidental expenses in general.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Date: 2021.08.07 11:48:47
+05'30'

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

WITNESSES:

1)

(KATAM REDDY SRIKANTH REDDY)
As a Managing Partner of
M/s. CANDEUR CONSTRUCTIONS,
And General Power of Attorney Holder
for Vendor No.1 to 23
VENDORS

For, M/s. CANDEUR CONSTRUCTIONS,
KATAMREDDY Digitally signed by
KATAMREDDY
SRIKANTH REDDY
Date: 2021.08.07
12:02:53 +05'30'
SRIKANTH
REDDY
(KATAM REDDY SRIKANTH REDDY)
MANAGING PARTNER
BUILDER

PURCHASER/S

Debanjali Chowdhury.
(Mrs. Debanjali Chowdhury)

&

Chatterjee
(Mr. Rahul Chatterjee)

For, M/s. Candeur Constructions,

KATAMREDDY Digitally signed by
KATAMREDDY SRIKANTH
REDDY
Date: 2021.08.07 11:48:47
+05'30'
SRIKANTH REDDY

(Managing Director)

Vendors Builder

As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

ANNEXURE -1

The consideration for sale of Schedule 'B' Property is **Rs.63,34,500/- (Rupees Sixty Three Lakhs Thirty Four Thousand Five Hundred Only)**. Which shall be payable in the manner enumerated below and the payment is the essence of this agreement.

Pursuant thereto the Purchaser/s has paid the Builder a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) by way of **Online Payment, Dated: 19-07-2021** favoring **M/s. Candeur Constructions**, as advance towards sale consideration, and the balance amount shall be paid in the manner stated below:

Payment Schedule (Linked to Construction)		
On Booking	₹ 50,000	Paid
On Agreement	10%	Due
On completion of foundation	10%	Due
On completion of Basement slab	10%	Due
On completion of 1st floor slab	5%	Due
On completion of 3rd floor slab	5%	Due
On completion of 6th floor slab	5%	Due
On completion of 8th floor slab	5%	Due
On completion of 10th floor slab	5%	Due
On completion of 12th floor slab	5%	Due
On completion of 14th floor slab	5%	Due
On completion of 17th floor slab	5%	Due
On completion of 20th floor slab	5%	Due
On completion of 22nd floor slab	5%	Due
On completion of final terrace slab	5%	Due
On completion of brick work	5%	Due
On completion of plastering	5%	Due
On or before Registration	5%	Due
Total	100%	Due

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
Date: 20/07/2021 11:49:47
+0730

(Managing Director)

Vendors **Builder**
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chattaya

Purchaser/s

Unit No.304
Block: 1
Tower: B

ANNEXURE -2

Cost of Construction of Schedule 'C' Property And Details of Payment/Payment Plan

The consideration for sale of Schedule 'C' Property is Rs.21,63,000/- (Rupees Twenty One Lakhs Sixty Three Thousand Only). Which shall be payable in the manner enumerated below and the payment is the essence of this agreement.

Pursuant thereto the Purchaser/s has paid the Builder a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) by way of Online Payment, Dated: 19-07-2021 favoring M/s. Candeur Constructions, as advance towards sale consideration, and the balance amount shall be paid in the manner stated below:

Payment Schedule (Linked to Construction)		
On Booking	₹ 50,000	Paid
On Agreement	10%	Due
On completion of foundation	10%	Due
On completion of Basement slab	10%	Due
On completion of 1st floor slab	5%	Due
On completion of 3rd floor slab	5%	Due
On completion of 6th floor slab	5%	Due
On completion of 8th floor slab	5%	Due
On completion of 10th floor slab	5%	Due
On completion of 12th floor slab	5%	Due
On completion of 14th floor slab	5%	Due
On completion of 17th floor slab	5%	Due
On completion of 20th floor slab	5%	Due
On completion of 22nd floor slab	5%	Due
On completion of final terrace slab	5%	Due
On completion of brick work	5%	Due
On completion of plastering	5%	Due
On or before Registration	5%	Due
Total	100%	Due

For, M/s. Candeur Constructions,

KATAMREDDY
SRIKANTH REDDY
RECEIVED
Date: 2021.08.07 11:48:47
49737

(Managing Director)

Vendors Builder
As a Managing Partner of M/s. Candeur Constructions,
And General Power of Attorney Holder
for Vendor No.1 to 23

Project: CANDEUR SIGNATURE

Debanjali Chowdhury
Chatterjee

Purchaser/s

Unit No.304
Block: 1
Tower: B

ANNEXURE -3

SPECIFICATION

FRAMED STRUCTURE

RCC framed structure to withstand wind & seismic loads.

SUPER STRUCTURES

6" thick bricks / first class Solid Brick / Porotherm Brick Masonry in Cement Mortar 4" thick bricks.

DOORS

Main Door frame: Best Quality Teak Wood frame with veneer finish.

Main Door Shutter: Hard wood with veneer finish

Internal Door Frame: Best Quality Hardwood door frame with veneer finish.

Internal Door Shutter: BWP Grade Best Quality Hardwood door with veneer finish.

French Doors: UPVC door systems with sliding shutters & provision for mosquito mesh track.

Windows: UPVC door systems with sliding shutters & provision for mosquito mesh track.

PAINTING

External: Finish with two coats of exterior emulsion paint with architectural features.

Internal: Smooth wall putty finish with two coats of premium acrylic emulsion paint of best brands over a coat of primer.

FLOORING

Living, Dining, Bedroom & Kitchen: 600mmx600mm double charged vitrified tiles.

Bathrooms: Acid resistant, Anti-skid ceramic tiles.

Corridors: Vitrified tiles flooring.

Balconies: Anti-skid vitrified tiles

Ground Floor Lobby: Granite Flooring.

TILE CLADDING

Bathrooms: Glazed ceramic tile dado up to 7' height.

Utilities: Rustic vitrified tile of SKGT.

KITCHEN

- Provision for fixing of water RO system, exhaust fan & chimney.
- Utilities/Wash: Washing machine provision in utility area.

BATHROOMS

- Provision for geysers in all bathrooms.
- All C.P fitting are chrome plated (Jaguar or equivalent).
- Sanitary: Jaguar or equivalent (wall mounted commode)

ELECTTRICAL

- Concealed Copper Wiring (Polycab or KEI or equivalent).
- Air conditioners point
 - 3 BHK, 2 POINTS
 - 2.5 BHK, 2 POINTS
 - 2 BHK, 2 POINTS
 - 1 BHK, 1 POINT
- Power outlets for geysers in all bathrooms.
- Power plugs for cooking range chimney, refrigerators, microwave ovens, mixer/grinders in kitchen.
- Elegant designer modular electrical switches of ANCHOR or equivalent.

For, M/s. Candeur Constructions,

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TELECOM

- Provision for Telephone points, Internet, DTH.
- Intercom facility to all the units connecting Security.

CABLE TV: Provision for cable connection in Master Bedroom & Living room.

LIFTS

Two high speed automatic passenger lifts with rescue device for energy efficiency, with granite/marble and one service lift in each tower (make of/Johnson/Kone/equivalent).

WTP & STP

- Fully treated water made available through exclusive water softening & purification plants for each unit.
- A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project; treated sewage water will be used for the landscaping & flushing purpose.

GENERATOR: 100% DG set backup for common area and 1KV for each unit.

SECURITY/ BMS

- Sophisticated round-the-clock security system.
- Panic button and intercom is provided in the lifts connected to the security room.
- Surveillance cameras at the main security & entrance of each block to monitor.
- Separate rooms for associations, maintenance, and servant toilets

For, M/s. Candeur Constructions,

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ANNEXURE -4 FLOOR PLAN



BLOCK-B,D,F TYPE -19 (RERA)	B4,D4,F4	
	AREA IN Sq. Ft.	PERCENTAGE
CARPET AREA	954.98	62.46
OUTER WALL AREA	69.75	4.51
BALCONY AND UTILITY AREA	126.58	8.19
TOTAL BUILT UP AREA	1151.32	75.17
COMMON AREA	383.7	24.83
TOTAL AREA	1,545	100.00

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For, M/s. Candeur Constructions,

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(Managing Director)

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