



सत्यमेव जयते

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Account Reference	: NONACC (FI)/ kacrsf08/ KORAMANGALA5/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL08333223085261S5T
Purchased by	: Dr MALINI LALORAYA AND Ms PRAGATI KUMAR
Description of Document	: Article 5 Agreement relating to Sale of Immoveable property
Description	: SALE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRICKS AND MILESTONES
Second Party	: Dr MALINI LALORAYA AND Ms PRAGATI KUMAR
Stamp Duty Paid By	: Dr MALINI LALORAYA AND Ms PRAGATI KUMAR
Stamp Duty Amount(Rs.)	: 20,000 (Twenty Thousand only)



Please write or type below this line

AGREEMENT TO SELL:
ROW HOUSE NO. C 84

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE 26th DAY OF AUGUST TWO THOUSAND AND TWENTY-ONE (26/08/2021) AT BANGALORE:

For Bricks and Milestones

Partner

M. Laloraya
Pragati

Statutory Alert:

1. The authenticity of the e-stamp certificate should be verified at www.kstamps.gov or using e-Stamp Mobile App or Stock Holding.
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(BETWEEN)

1. **M/s BRICKS & MILESTONES**
A Partnership Firm,
Having its registered Office at No.1140,
17th Cross, 7th Sector, HSR Layout,
Bangalore 560 102;
PAN: AAOFB7680H
Represented by its Partner-
Sri. Kiran.V, aged about 43 years,
Son of Sri. R. Venugopal Reddy
2. **Sri. KIRAN.V**, aged about 43 years,
Son of Sri. R. Venugopal Reddy
No.1140, 17th Cross,
7th Sector, HSR Layout,
Bangalore 560 102;

Hereinafter referred to as the "SELLER/ PROMOTER"

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their respective heirs, legal representatives, administrator's executors and permitted assignees) **OF THE FIRST PART:**

(AND:

1. **Dr. Malini Laloraya**
Aged about 57 years,
W/o. Dr. Pradeep Kumar G
(PAN No: AALPL5012C)
AADHAAR NO. 6276 7360 5241
2. **Ms. Pragati Kumar**
Aged about 23 years,
D/o Dr. Pradeep Kumar G
(PAN No: FGUPK7269C)
AADHAAR NO. 9818 0158 1703

Both are residing at:
TC 6/2041 (2), SRA- 125-A, PMV Nagar Lane,
Kilipode, Vattiyooruvara P.O. Thiruvananthapuram,
Kerala - 695013

Hereinafter referred to as the "PURCHASER/S/ ALLOTTEE/S"

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **OF THE SECOND PART:**

For Bricks and Milestones



Partner



The Promoter and Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) "Agreement" shall mean this agreement to sell the Schedule "B" Property and construction of the Schedule "C" Row House, including the schedules and annexes hereto, as may be amended from time to time;
- (c) "Applicable Law" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (d) "Completion Period" shall mean the Project Completion Date or such extended time as provided in Clauses herein, before which the Sellers would have applied for securing the Occupancy Certificate/[Occupancy Certificate for any of the Block/s in Project or the Project];
- (e) "Carpet Area" shall mean the net usable floor area of a Row House;
- (f) "Common Areas of the Project" shall mean and include areas 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 Sellers or Owners Association to be followed by all the owners/occupiers of the Row Houses in the Project and Schedule "A" Property;
- (g) "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, non-discriminatory rules and regulations as are prescribed by the Sellers or the Association to be followed by all the owners/occupiers of the Row Houses in the Project and Schedule "A" Property;
- (h) "Force Majeure" shall mean and include delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or reasons beyond the control of the Sellers/Builder, which caused by nature affecting the regular development of the Project.

For Bricks and Milestones

M. Maheswari
[Signature]

[Signature]

[Signature]

- (h) "Interest" means the rate of interest payable by the Sellers or the Purchaser, as the case may be in terms of this Agreement which is to be calculated as prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- (i) "Local Authority" or "Authority" shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company Ltd., (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act, and having jurisdiction over the Schedule "A" Property;
- (j) "Limited Common Area" shall mean the Purchaser/s Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the Row house owners in Project, as they would be attached to such Row house and capable of being used by the owners of the Row houses and to be maintained by the owners of the Row house at their cost and not as part of the Common Area.
- (k) "Occupancy Certificate" means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the block/s of building therein and pursuant thereto permitting occupation of such block/s of building for which the occupation certificate is issued;
- (l) "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;
- (m) "Payment Plan" shall mean the payments of installments payable by Purchaser/s under Annexures-1 hereto, Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (n) "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;
- (o) "Plan" or "Sanctioned Plan" shall mean the building plan, which is approved by the Local Authority prior to start of the start of a real estate project;
- (p) "The Project Account" shall mean the account opened in HDFC Bank, Salco Center, Branch standing in the name of the Sellers.

M. Lalasige


For Bricks and Milestones


 Partner



- (d) "Purchaser/s Car Park/s" shall mean the car parking spaces space/s allotted to the Purchaser/s for his/her/their exclusive use so long as the Purchaser/s own/s and occupy/ies the Schedule "C" Row house or by any of the occupants of the Schedule "C" Row house under the authority or agreement with the Purchaser/s herein;
- (e) "Row House Owners/Owners" shall mean any owner or owners of Row Houses in the "NEW DAWN";
- (f) "Sale Deed" shall mean the deed of sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule "B" Property and the Schedule "C" Row Houses on the terms and conditions contained therein under the Scheme;
- (g) "Schedule "A" Property" shall mean the land on which the Project is being developed by the Sellers and more fully described in the Schedule "A" hereto;
- (h) "Schedule "B" Property" is the undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Row House more fully set out in the Schedule "B" hereto;
- (i) "Schedule "C" Row Houses" is the Row house which is being constructed under the Scheme and more fully described in the Schedule "C" hereto by the Sellers for the Purchaser/s;
- (j) "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/s in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

WITNESSETH:

WHEREAS, Sri. Vijay V was the sole and absolute owner of Agricultural land bearing Survey Number-25/1 measuring 2 Acres 3 Guntas, Survey Number 26/2- measuring 1 Acre 12 Guntas and Survey Number 26/3- measuring 1 Acre 21 Guntas along with other properties, all situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, he having acquired the same vide Sale Deed dated 10.06.2007, registered as Document No.1006/2007-08 of Book I, stored in C.D. No.SRJD4, in the office of the Sub-Registrar Sarjapura from its previous owner Smt.K.P.Gayathri.

WHEREAS, subsequently the above said lands came to be converted from agricultural purpose to non-agricultural purpose vide the Official Memoranda as mentioned herein below:

a) Land bearing Survey Number 25/1- measuring 2 Acres 3 Guntas, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, came to be converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.A1.N (AS1) 58/243/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore.

M. Lalakrishna
Partner

For Bricks and Milestones

Partner

Partner

b) Land bearing Survey Number 26/2- measuring 1 Acre 12 Guntas, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, came to be converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.ALN (ASH) SR/245/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore.

c) Land bearing Survey Number 26/3- measuring 1 Acre 21 Guntas, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, came to be converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.ALN (ASH) SR/244/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore.

WHEREAS, Sri Vijay.V. in turn gifted the above said three Converted Lands in favour of Sri Kiran.V. vide Deed of Gift dated 04.09.2014, registered as Document No.SR/1-02241-2014-15, stored in CD No.SR/D 155, Book I, registered before the office of the Sub-Registrar, Sarjapura, Bangalore.

WHEREAS, the Sri.Kiran.V. had in turn gifted (1) portion of the converted land bearing Survey Number 25/1- measuring 12 Guntas, (2) portion of the converted land bearing Survey Number 26/2- measuring 4 Guntas and (3) portion of the converted land bearing Survey Number 26/3- measuring 13 Guntas, all situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, in favour of his sister Mrs.Kavitha.V., vide the Deed of Gift dated 03.08.2017, registered as Document No.ANK-1-02695/2017-18, stored in CD No.ANKD 425, Book I, registered before the office of the Sub-Registrar, Anekal.

WHEREAS, the Sri.Kiran.V. had in turn also gifted (1) portion of the converted land bearing Survey Number 25/1- measuring 34 Guntas, (2) portion of the converted land bearing Survey Number 26/2- measuring 35 Guntas and (3) portion of the converted land bearing Survey Number 26/3- measuring 27 Guntas, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, in favour of his sister Mrs.Smittha.V., vide the Deed of Gift dated 03.08.2017, registered as Document No.ANK-1-02694/2017-18, stored in CD No.ANKD 425, Book I, registered before the office of the Sub-Registrar, Anekal.

WHEREAS, the Sri.Kiran.V. has retained the portion of the converted land bearing Survey Number 25/1- measuring 37 Guntas, (2) portion of the converted land bearing Survey Number 26/2- measuring 13 Guntas and (3) portion of the converted land bearing Survey Number 26/3- measuring 21 Guntas, all situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore.

WHEREAS, the Sri.Kiran.V. is the absolute owner of all that piece and parcel of the converted land bearing Survey Number 25/1- measuring 37 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.ALN (ASH) SR/243/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, which property is morefully described hereunder and hereinafter referred to as **ITEM NO.1 OF THE SCHEDULE A PROPERTY**, for sake of brevity.

For Bricks and Milestones

M. Lalage
Pragk

Pragk

Pragk

WHEREAS, the Sri.Kiran.V, is the absolute owner of all that piece and parcel of converted land bearing Survey Number 26/2- measuring 13 Guntas, converted from agricultural purpose to non - agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.ALN (ASH) SR/245/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, which property is morefully described hereunder and hereinafter referred to as **ITEM NO.II OF THE SCHEDULE A PROPERTY**, for sake of brevity.

WHEREAS, the Sri.Kiran.V, is the absolute owner of all that piece and parcel of converted land bearing Survey Number 26/3- measuring 21 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 24.02.2014 in Official Memorandum bearing No.ALN (ASH) SR/244/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, which property is morefully described hereunder and hereinafter referred to as **ITEM NO.III OF THE SCHEDULE A PROPERTY**, for sake of brevity.

WHEREAS, the Sri.Kiran.V, along with Mr.A.Rama Reddy were the absolute owners of all that piece and parcel of the converted land bearing Survey Number 27/1- measuring 1 Acre 31 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, they having purchased the same vide the Deed of Sale dated 21.10.2013, registered as Document No.ANK-1-05172-2013-14, stored in CD No.ANKD 363, Book L, registered before the office of the Sub-Registrar, Anekal, Bangalore.

WHEREAS, the Sri.Kiran.V, along with Mr.A.Rama Reddy had in turn executed a registered Deed of Gift dated 25.09.2014, gifting a portion of the converted land bearing Survey Number 27/1- measuring 03.673 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, in favour of Sri.M.D.Arjun Kumar, son of Mr. K.Dasa Gowda, registered as Document No.SRJ-1-02539-2014-15, stored in CD No.SRJD 156, Book L, registered before the office of the Sub-Registrar, Sarjapura, Bangalore.

WHEREAS, the Sri.Kiran.V, along with Mr.A.Rama Reddy had in turn executed a registered Deed of Gift dated 05.12.2016, gifting a balance portion of the converted land bearing Survey Number 27/1- measuring 1 Acre 27.33 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, in favour of Mrs.Kavitha.V, registered as Document No.ANK-1-05454/2016-17, stored in CD No.ANKD 413, Book L, registered before the office of the Sub-Registrar, Sarjapura, Bangalore.

M. Lalasingh
M. Lakshmi

For Bricks and Milestones

For Bricks and Milestones

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Mrs. Kavittha V., had in turn gifted the portion of the converted land bearing Survey Number 27/1- measuring 1 Acre 27.33 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, in favour of the Sri.Kiran.V., vide the Deed of Gift dated 05.12.2016, registered as Document No.5457/2016-17, stored in CD No.ANKD 413, Book I, registered before the office of the Sub-Registrar, Sarjapura, Bangalore.

Thus Sri.Kiran.V. is in possession of converted land bearing Survey Number 27/1-1 Acre 27.33 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore.

WHEREAS, the Sri.Kiran.V. is desirous of developing portion of converted land bearing Survey Number 27/1- measuring 1 Acre 17 Guntas, (out of 1 Acre 27.33 Guntas), converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 09.10.2013 in Official Memorandum bearing No.ALN (ASH) SR/135/2013-14, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, which property is morefully described hereunder and hereinafter referred to as **ITEM NO.IV OF THE SCHEDULE A PROPERTY**, for sake of brevity.

WHEREAS, Sri.H.P.Rama Reddy, was the owner of all that piece and parcel of the converted land bearing Survey Number 28- measuring 1 Acre 14 Guntas, converted from agricultural purpose to non- agricultural residential purpose vide the Order dated 05.01.2013 in Official Memorandum bearing No.ALN (ASH) SR/216/2012-13, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, he having acquired the same vide the Deed of Gift dated 27.05.2013, registered as Document No.BSK-1-02010-2013-14, stored in CD No.BSKD 216, Book I, registered before the office of the Sub-Registrar, Banashankari, Bangalore.

WHEREAS, the said Sri.H.P.Rama Reddy, had in turn sold a portion of the converted land bearing Survey Number 28- measuring 11 Guntas, in favour of Smt.Rathnamma, wife of Sri.Narayanappa, vide the Deed of Sale dated 04.09.2013, registered as Document No.ANK-1-02638-2013-14, stored in CD No.ANKD 360, Book I, and retained the balance portion of the converted land bearing Survey Number 28- measuring 1 Acre 3 Guntas, which he gifted the same in favour of his daughter in law Smt.Sunitha.V., vide the Deed of Gift dated 05.12.2016, registered as Document No.ANK-1-05455-2016-17, stored in CD No.ANKD 413, Book I, registered before the office of the Sub-Registrar, Anekal.

WHEREAS, the said Smt.Sunitha.V., had in turn gifted the converted land bearing Survey Number 28- measuring 1 Acre 3 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 05.01.2013 in Official Memorandum bearing No.ALN (ASH) SR/216/2012-13, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk,

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M. Kavittha V.
Sri.Kiran.V.

Partner

Smt.Sunitha V.

Bangalore Urban District, Bangalore, in favour of the Sri.Kiran.V, vide the Deed of Gift dated 05.12.2016, registered as Document No.ANK-1-35456-2016-17, stored in CD No.ANKD 413, Book L, registered before the office of the Sub-Registrar, Anekal.

WHEREAS, thus the Sri.Kiran.V, is the absolute owner of all that piece and parcel of the converted land bearing Survey Number 28- measuring 1 Acre 3 Guntas, converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 05.01.2013 in Official Memorandum bearing No.ALN (ASH) SR/216/2012-13, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore.

WHEREAS, the Sri.Kiran.V, is desirous of developing portion of converted land bearing Survey Number 28- measuring 1 Acre 2 Guntas, (out of 1 Acre 3 Guntas) converted from agricultural purpose to non-agricultural residential purpose vide the Order dated 05.01.2013 in Official Memorandum bearing No.ALN (ASH) SR/216/2012-13, issued by the Deputy Commissioner, Bangalore District, Bangalore, situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, which property is morefully described hereunder and hereinafter referred to as **ITEM NO.V OF THE SCHEDULE A PROPERTY**, for sake of brevity.

WHEREAS, the Properties described as Item Nos. I to V of the Schedule Property are hereinafter together and collectively be referred to as the **SCHEDULE A PROPERTY** for the sake of brevity.

WHEREAS, Sri. Kiran.V and Smt. Nithya Reddy Rajupeta have formed a Partnership Firm, vide the Partnership Deed dated 02/02/2015, in the name and style of **M/s. BRICKS & MILESTONES**, registered as No.JNR/ 1277/2014-15, before the Registrar of Firms and the Said Sri. Kiran.V, being the owner of the Schedule A Property as mentioned above and also being the Partner of **M/s. BRICKS & MILESTONES**, has Contributed the Schedule A Property as Capital to the firm under Deed of Re -Constitution of Partnership dated 02.04.2016, and have intended to do all the sale transactions, i.e., sale of row houses to be constructed, and UDS out of Schedule A Property to the Prospective Purchaser and also to receive the entire sale consideration on their behalf in the name of the firm.

Whereas the Seller at SLNo.2 is made party to this agreement as matter of abundant precaution, The Seller at SL/No.2 do not have any objection/s whatsoever, for the Seller at SL.No.1 to sell the Schedule B and C property and to receive the entire sale consideration.

As per law, the areas reserved for Proposed Road widening portion as earmarked in the Building Plan have been relinquished in favour of the Bangalore Development Authority, represented by its Executive Engineer, under Relinquishment Deed dated, 21/03/2018, as document No. 8412/2017-18, in Book L, stored in CD No. BDAD225 in the Office of the Sub-Registrar, Additional District Registrar, Bangalore District, as mentioned in the Deed as per the law in favour of the Bangalore Development Authority.

WHEREAS Pursuant to the Official Memorandum as mentioned above the Kiran.V has secured Building Construction Plans from the Bangalore Development Authority, Bangalore, vide L.P.No. BDA/NAMA/ASa/AA-3/THA. SA-4/East/39/17-18, dated 4/1/2018, and later got the Modified Plan bearing No. No.BDA/NAMA/ASa/AA-

For Bricks and Milestones

N. Laluraya
Phak

For Bricks and Milestones

For Bricks and Milestones

3/1aSn-4/E/16/2018-19 dated 07/06/2018, for construction of Residential Buildings/ Row Houses consisting of four (4) Blocks identified as Block 'A', Block 'B' Block 'C' and Block 'D', each of the blocks comprising of Ground and Two Upper Floors and Terrace Floor and the entire development is identified as 'NEW DAWN' by M/s. BRICKS & MILESTONES.

WHEREAS the party of the first part evolved a scheme of ownership of Residential Row Houses in Schedule 'A' Property, in terms of which any person desirous of owning an Row houses in the Project will be nominated by the Party of the first part/Sellers to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such purchasers by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to choose a row house in any of the Blocks in the Project only through the party of the first part and upon conveyance of the undivided share in the Schedule 'A' Property, the purchasers will perfect his/her/their title over the row house got constructed. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the row houses proposed to be built therein and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Row houses with right to use in common with others, all the common areas, amenities and facilities, within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Row house in Project.

WHEREAS the Real Estate Regulatory Authority has registered the Project vide Registration No. PRM/KA/RERA/1251/306/PR/180601/001840, dated 1.06.2018 in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as 'the Act' and created a webpage on the website of the Authority.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by Sellers and sanctions obtained by them, is/are interested in joining the scheme aforesaid.

WHEREAS, the Allottee / Purchaser has been allotted the row house bearing No. C 84 in 'C' Block in the project 'NEW DAWN' having carpet area of 2344 square feet, and having SBA of 3352 square feet, together with One Covered Car Parking Space. The 'Row House' more particularly described in Schedule 'C' and the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed hereon;

WHEREAS the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; and after taking legal advice and after having gone through all the terms hereon and understanding the rights and obligations and Disclosures made by Sellers and contained herein.

WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

For Bricks and Milestones

M. Lalage
P. K.

For Buyer

For Buyer

WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the party of the first part/Seller hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the Row House and the covered car parking space morefully described hereinabove

WHEREAS the Sellers have hence offered to sell Schedule 'B' Property and construct for Purchaser/s and deliver Schedule 'C' Row House free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' Property through the Association and construct and own Schedule 'C' Row House free from all encumbrances for consideration mentioned herein. The Sellers have agreed to convey Schedule 'B' Property and/or Schedule 'C' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Sellers all the amounts detailed in this Agreement.

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

1. 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' Row House 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 Sellers 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 Sellers hereby agree to construct for the Purchaser/s the Row house in Schedule 'C' Property in terms of the scheme envisaged as above.

2. CONSIDERATION:

2.1) The Sellers shall sell and the Purchaser/s shall purchase the Property described in Schedule 'B' Property for a consideration stipulated in Annexure-1 attached hereto with right to construct and own Row House described in Schedule C property for a consolidated sum of Rs. 2,20,00,000/- (Rupees Two Crore Twenty Lakhs Only).

a> The Purchasers have paid a sum of Rs. 1,000/- (Rupees One Thousand Only) by way of NEFT dated 31/01/2021, in favour the Seller.

b> A sum of Rs. 2,00,000/- (Rupees Two Lakh Only) by way of NEFT dated 02/02/2021, in favour the Seller.

c> A sum of Rs. 2,99,000/- (Rupees Two Lakhs Ninety-Nine Thousand Only) by way of NEFT dated 12/02/2021, in favour the Seller and the Sellers hereby receive, admit and acknowledge the receipts of the same in presence of the Attesting Witnesses on execution of this agreement out of total sale consideration and the balance sum of Rs. 2,15,00,000/- (Rupees Two Crore Fifteen Lakhs Only) shall be payable by the Purchaser in terms of the payment schedule stipulated in Annexure-1 attached hereto.

For Bricks and Midstones


Partner




Mr. Lalwani

2.3) The Purchaser/s shall deduct taxes at source at the rate of 1% on the Total Sale Consideration, as required under section 194(I) 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.

3) PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROPERTY, ETC.:

3.1) The Purchaser/s has/have paid the Sellers the booking amount mentioned above as part payment and balance shall be payable to the Sellers as detailed in the Annexure-1 and payment in terms of Annexure-1 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 Annexure-1 shall be paid by the Purchaser/s within seven days of Sellers 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.

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

3.3) 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 in 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 Sellers undertake and agree that while raising a demand on the Purchaser/s for increase as aforesaid, the Sellers 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.

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

3.5) In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexure-1 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 two months of notice of demand, the Sellers shall be entitled to terminate this Agreement.

3.5.1) 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 30 days of notice of such breach, the Sellers shall

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Partner

For Bricks and Milestones

be entitled to terminate this Agreement and on such termination the Sellers shall be entitled to the rights as provided in Clauses below in this Agreement.

3.6) In the event of termination as aforesaid, the Sellers, shall be entitled to deduct and retain as liquidated damages 10% of the total sale consideration and cost of construction reserved herein, and refund the balance, if any, within 60 (sixty) days from the date of termination against execution of a Deed of Cancellation of Agreement to Sell. The statutory payments made by Purchaser/s will not be refunded.

3.7) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Row House and/or on Sellers. The Sellers 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.

3.8) 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 Sellers 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 Sellers paying the amounts to the bank or any financial institution and the Sellers shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

4.1) The Purchaser/s, if a nonresident 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 Sellers with such permissions, approvals which would enable the Sellers 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 Sellers 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 Sellers immediately and comply with necessary formalities if any, under the applicable laws. The Sellers shall not be responsible for any third party making payments, remittances on behalf of any Purchaser and such third party shall not have any right in this application/allotment of the Schedule 'C' Row House in any way and the Sellers shall issue the payment receipts in favour of the Purchaser/s only.

5. TIME IS ESSENCE:

The Seller shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Row Houses to the Purchaser and the common areas to the association of Purchaser or the

M. Lalage
Partner

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Partner

competent authority, as the case may be. The Purchaser shall abide by the time schedule provided in the Payment Plan in terms of the Agreements for the payment of all the installments, which will enable the time completion of the Project by the Seller.

6. CONSTRUCTION OF THE PROJECT/ROW HOUSES:

The Purchaser/s has/have seen the Specifications of the Row House and accepted the Floor Plan, Payment Plan and Specifications. The Sellers shall develop the Project and construct Schedule 'C' Property in accordance with all the approvals and Specifications annexed hereto and as per layout of Schedule 'C' Row House. However, the Sellers 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. Any modification to the row house internally will be permitted by the Sellers at their discretion on additional cost and for which the Builder shall be entitled for extension of additional time to deliver and handover possession of the Schedule 'C' Property. Consequently, such additional time stipulated for completion of the project stands extended automatically.

7. COMPLETION OF THE PROJECT:

7.1) 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 Sellers will complete the Project by December 2021 and with an allowance of additional six months of grace period.

7.2) The Sellers shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Row Houses and deliver possession by the aforesaid date by reason of force majeure conditions and events that are beyond the control of the Seller/Builder and in such circumstances the Sellers shall be entitled to extension of time for completion and handing over possession of the row house and common areas by such time as the Sellers may inform the Purchaser/s in writing and the amounts till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest. It is clarified and accepted to by and between the parties hereto that delay in handing over the possession of the said Row Houses due to any reason/s mentioned above shall not be construed as delay in construction or completion.

7.3) In case of any proven willful delay in delivery of the Row House for reasons other than what is stated above, the Sellers are entitled for further extension of six months to the time stated in the above paragraph and if the delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Sellers 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 (2%).

7.4) 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 Sellers for every month of delay, till the handing over of the possession.

Provided however:

For Bricks and Millstones

Partner

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- 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) This delay is proved to be willful delay on the part of the Sellers. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Sellers to pay any damages as aforesaid;
- d) Since the entire development in the Schedule 'A' Property will be in block wise, all the amenities and facilities which are agreed to be provided in the development will be functional only on completion of the final block namely completion of entire development in Schedule 'A' Property and till then possible temporary services would be made available whenever it is possible and the same shall not be treated as breach on the part of the Sellers in compliance of the terms of this agreement.

8. DELIVERY OF ROW HOUSE:

8.1) The Sellers after securing Completion Certificate intimate the Purchaser/s in writing to receive possession of the row house. 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 Sellers in respect of Schedule 'B' and 'C' Properties within the time stipulated herein.

8.2) The Purchaser/s shall take possession of the Row House 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/or Occupation Certificate issued by the concerned authorities whichever is earlier. Failure on the part of the Purchaser/s to take possession of the Schedule 'C' Row House after receiving intimation/notice from the Builder, discharges Builder obligation under this Agreement to the Purchaser, apart from Builder being entitle to levy holding charges as per cl. 8.6.

8.3) The Sellers shall sell and Purchaser/s shall purchase the Schedule 'B' Property and Schedule 'C' Property, for the consideration payable by the Purchaser in terms the payment schedule below. In case of variation in the area of the undivided share or the area of the Schedule 'C' Property to be conveyed in favour of the Purchaser/s herein in terms of this agreement, which is not more than 5% consequent to construction or any variation to the plans sanctioned or for any other reason, the consideration stipulated for sale of the Schedule 'B' Property and/or Schedule 'C' Property stands varied accordingly and not otherwise. Accordingly, total sale consideration gets adjusted and excess amount paid will be refunded by Builder to the Purchaser and shortfall would be made good by the Purchaser to the Builder.

8.4) The Purchaser/s upon taking possession of the Schedule 'C' Row House, shall be deemed to have accepted that the Schedule 'C' Row House as fully completed in all respects as per the specifications and the Purchaser/s shall not have any claim against the Sellers for any items of work in the Schedule 'C' Row House which may be alleged as not carried out or completed by the Sellers.

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8.5) The Purchaser/s shall be liable to bear and pay to the Sellers the following expenses within seven days after notice by the Sellers to the effect that the Schedule 'C' Property is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:

- Minimum electricity and water demand charges;
- Property taxes in respect of the Schedule C Property and other outgoings and expenses incurred by the Sellers for maintenance of the Schedule 'C' Property;
- Purchaser/s/s' share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, sweepers etc., expenses incurred by the Sellers or the agency appointed for maintaining all the Common Areas and facilities including electricity charges, water charges, housekeeping consumables etc.;

8.6) In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Sellers are entitled to and Purchaser/s shall be liable to pay Rs.10/- (Rupees Ten Only) per sq. ft. of SBA as holding charges in addition to the amounts payable in the previous para, which the Purchaser/s agree/s to pay the same on demand or before receiving possession of Schedule 'C' Row House. 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 Sellers are entitled to terminate this agreement after forfeiture of 25% of the total sale consideration and cost of construction by way of liquidated damages and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Sellers 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.

9. TITLE & TITLE DEEDS:

9.1) 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 Sellers to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers and/or power of the Sellers 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.

9.2) The Purchaser/s has/have no objection for the Sellers to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Sellers alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Sellers agree to secure necessary No. Objection Certificates from the lending Bank/institution and

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M. Lalwani
Partner




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.

10. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC

- 10.1) The Purchaser/s has/have borne the cost of stamp duty and registration fee payable on this agreement and will also pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'B' Property and/or Schedule 'C' Property and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.
- 10.2) The Sellers agree to execute Sale Deed on compliance of the terms and payment of all sums mentioned herein and subject to terms of this agreement and in accordance with the time lines stipulated in this Agreement subject to delays for reasons constituting events relating to force majeure. The Purchaser/s agree/s not to claim conveyance or possession till compliance of the Agreement. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement.
- 10.3) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal costs and 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 District registrar 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' Property and/or Schedule 'C' Row House, 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 Sellers have no liability in respect thereto.

11. PROPERTY TAXES AND KHATA:

- 11.1) The Sellers will pay Municipal taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The Purchaser/s shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'C' Row House is a portion thereof. Upon completion of the construction, the Purchaser/s shall be liable to pay the municipal property taxes accordingly. The Purchaser/s agree/s and undertake/s to pay all government rates, taxes on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or livable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Row House and/or the said land as the case may be.
- 11.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property on purchase at his/her/their cost from the jurisdictional municipal office and Sellers agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

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M. Laloraj
Partner

Partner

Partner

12. LOAN:

- 12.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Row house, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, 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.
- 12.2) 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 Sellers without any delay and in the manner mentioned in this agreement.
- 12.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Sellers 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.
- 12.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Sellers 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 a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 12.5) The Purchaser/s shall indemnify and keep the Sellers, 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 the Agreement.
- 12.6) 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 Row House, the conveyance of the Said Row House in favour of the Purchaser/s shall be executed only upon the Sellers receiving 'No Objection Certificate' from such financial institutions/banks from where the Purchaser/s has/have availed financial assistance for development of the said project.
- 12.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of loan documents.

13) SPECIFICATIONS:

The Specifications of construction of Schedule 'C' Row House agreed between the Sellers and Purchaser/s are detailed in Annexure-2 to this Agreement and the Sellers agree to construct the Schedule 'C' Row House in accordance with the said specifications or equivalent thereto.

M. Lalwani
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For Bricks and Millstones

Partner

For Bricks and Millstones

14) REPRESENTATIONS AND WARRANTIES OF THE SELLERS:

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

- a) The Sellers 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 Sellers 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 proceedings 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) That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with Schedule 'A' Property which affects the peaceful possession and enjoyment of Schedule 'A' Property;
- e) All approvals, licences and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Row houses are valid and subsisting and have been obtained by following due process of law;
- f) The Sellers 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 Row House, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- g) At the time of execution of the conveyance deed the Sellers shall handover lawful, vacant, peaceful, physical possession of the Row House to the Purchaser/s and the Common Areas to the Association of the Purchaser/s;
- h) To the knowledge of the Sellers 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 Sellers in respect of the said Land and/or the Project;
- i) In the event the Sellers default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Sellers shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- j) The Sellers agree not to convey or confer on any other Purchasers of the row house in the Project without including the covenants as are stipulated herein.

15) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Sellers 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:

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For Bricks and Mortar
Partner

For Bricks and Mortar
Partner

- a) The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;
- b) The Purchaser/s has/have been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Purchaser/s after being satisfied with the title of the Sellers to the Schedule 'A' Property and the Sellers' right to develop Schedule 'A' Property has entered into this Agreement;
- c) 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 Sellers as detailed in this Agreement and after understanding the same and after taking legal advice and being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Sellers, has entered into this Agreement. The Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Sellers undertaking the works and benefits from such works.
- d) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notifications 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 Row House, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Row House at his/ her own cost. The Purchaser/s shall obtain permission in writing from the Sellers to visit the Schedule 'A' Property at the time of construction and follow all the safety standards and procedures required under law.
- 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 Sellers for acquiring the Said Row House. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Row House after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Row House to be suitable for the Purchaser/s Row House and therefore have voluntarily approached the Sellers for allotment of the said Row House.

16) RIGHTS OF THE PURCHASER/S:

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

- (i) Exclusive ownership of the Row House;
- (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/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or

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Partner

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Partner

handover 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 and/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.

17. OBLIGATIONS OF PURCHASER/S:

- 17.1) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Row House and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.
- 17.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Sellers until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on 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 Sellers.
- 17.3) The Purchaser/s will get the Schedule 'C' Row House constructed through the Sellers 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 objection for the same.
- 17.4) The Purchaser/s undertake/s to pay all the amounts detailed in Annexure-1, all the statutory dues pertaining to the Row House including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.
- 17.5) The Purchaser/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Row House and towards the formation of an association or society or cooperative society of the Purchaser/s of the Project.

M. J. Lalwani
Rajk

For Bricks and Mortar
Partner

For Bricks and Mortar
Partner

- 17.6) 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 row house for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.
- 17.7) The Purchaser/s is/are aware that the Garden area attached to such Row house, which are allotted for the exclusive use by the Row house owners in Project, has to be maintained by the owners of the Row house at their cost. Purchaser agreed that he/she/they shall have no right to put up any construction on the garden area attached to the schedule C property.
- 17.8) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Row House may come, doth/do hereby covenant with the Sellers as follows:-
- (i) To maintain the said Row House at his/her/their own cost in good and tenable condition, from the date the said Row House is taken and shall not do or suffer to be done anything in or to the building in which the said Row House 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 Row House is situated and in the said Row House 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 Sellers.
 - (ii) Not to demolish or cause to be demolished the said Row House 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 Row House is situated and shall keep the portion, sewers, drains pipes in the said Row House and appurtenances thereto in good, tenable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Row House is situated and shall not chisel or in any other manner damage the columns, walls, slabs or R.C.C or other structural members in the said Row House without the prior written permission of the Sellers.
 - (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Row House. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Sellers.
 - (iv) To pay within fifteen days of demand by the Sellers 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 Row House is situated.
 - (v) To comply with all the rules and regulation pertaining to electrical installations, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.

For Bricks and Milesstones

M. Lalit Singh
Partner

Partner

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- (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 agrees 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 charged, 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.
 - (viii) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Row House 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 Sellers 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 Sellers of any instances of taxes on this Agreement, accruing in future.
 - (ix) To undertake to use the Schedule C Property - Row House for residential purposes only and shall not use for any other commercial or illegal activities.
 - (x) To own and enjoy Schedule C Property and shall be entitled to all those 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.
 - (xi) To use and enjoy all the common areas and amenities such as roads, parks, 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.
 - (xii) The Garden Areas and other greenery abutting the buildings in the Project are for common use and enjoyment of the row house 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 row house owners of the respective buildings in Schedule A Property shall erect any compound or fencing around their respective Blocks.
- 17.9) The Purchaser/s shall not require or undertake by himself before/after delivery of possession of Schedule C row house, any additions / deletions / modifications / changes in position etc., of the windows, doors, overall footprints of the row house, internal layout of the row house, toilets and kitchen, sit outs/balconies, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Sellers. The Sellers' decision shall be final and the Purchaser/s

For Bricks and Millstones

 Partner



shall not interfere or question the design, cost, construction processes etc., implemented by the Sellers.

- 17.10) 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 row house to the Purchaser/s by the Sellers. 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 Sellers does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Sellers. The Sellers are not answerable for any thefts during the course of the interior works.
- 17.11) The Purchaser/s while carrying on the interior decoration work in the Schedule C Property, if any breakages, damages caused to any of the finishing works or to the structure, common areas, walkways, common amenities/equipment's already handed over to the Purchaser/s but originally carried out by the Builder, the Purchaser shall be responsible/liable to pay for the damages such amount as demanded by the Builder to carry out the repairs/damages caused by the purchaser.
- 17.12) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 17.13) The Sellers 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 row house 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.
- 17.14) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Sellers 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 Sellers 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 Sellers, all necessary assistance and co-operation, to enable the Sellers to exercise and avail of the same.
- 17.15) It is agreed that the buildings to be constructed on Schedule 'A' Property shall be held by all the Row house owners in the respective blocks/buildings with 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 Sellers. All water lines, sewerage lines as also other facilities which are used in common by other row house holders in the respective blocks/buildings will belong to and vest with the row house owners jointly to be used by all the row house owners of such project in common. None of the row house owners shall

For Bricks and Millstones

M. Lalage
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place any obstructions or store or keep any articles in the common areas of the building.

17.16) Upon handing over Schedule 'C' Row house, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Row house and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Row house. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Row house shall not cause any nuisance/annoyance to the occupants of the other Row houses in the project and shall not use the common areas, roads 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 Sellers or the agency appointed periodically for the maintenance of all common areas and facilities in "NEW DAWN". However, the Purchaser/s may undertake temporary partitions, or install any electrical equipment required for Purchaser/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser/s shall carryout, at his/her/their own cost and expenses and without claiming any reimbursement from the Sellers, minor non-structural additions or improvements to the Schedule 'C' Row house. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.

17.17) Upon handing over Schedule 'C' Row house to the Purchaser/s, if any damage is caused to the Schedule 'C' Row house by the Purchasers, the Seller shall not be responsible to carry out or repair such damages caused by the Purchaser. The Purchaser shall carry out the repair on his/her own cost and expenses without claiming any reimbursement from the Sellers. Further, upon handing over of the Schedule 'C' Row house, the Purchaser agrees and confirms that he/she shall not be entitled for any claim/damages/ loss whatsoever against the Seller/Builder.

18) OWNERS ASSOCIATION:

18.1) The Sellers 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 row Houses in the "NEW DAWN". The Purchaser/s hereby agree/s and undertake to become a member of the Association of Purchasers as and when formed by the Sellers and/or by the purchasers of all the row house and sign and execute all applications for Membership and other papers, bye-laws and documents as may be 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 activities referred to herein.

18.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities 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.

M. Lalalaye
Partner

For Bricks and Mortar
Partner

For Bricks and Mortar
Partner

18.3) On obtaining the Occupancy Certificate or completion of the project whichever is earlier, the Project shall be handed over to the Association. On handing over to the Association, the Sellers 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 other general safety equipment, related facilities and services.

19) **MAINTENANCE OF THE COMMON AREAS OF PROJECT:**

19.1) The Sellers by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities till handing over to Association formed by the Purchasers of the row Houses. The Purchaser/s shall pay to Sellers or Association proportionate share of all outgoings and maintenance expenses such as municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities. The Sellers are not liable to pay any outgoings or maintenance expenses referred to above for unsold row houses. The Purchaser/s shall also pay to the Sellers or Maintenance Company appointed by the Sellers, proportionate sums for Ad-hoc Maintenance charges for maintenance of common areas and facilities at "NEW DAWN".

19.2) The Purchaser/s shall permit the Sellers 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 conveniences 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.

20) **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 buildings and other developments or any part thereof in the Schedule 'A' Property.

21) **NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project in Schedule 'A' Property.

22) **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' Row House 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' Row House.

For Bricks and Milestones

M. Lalacuya
Partner

Partner

Partner

23) **INSPECTION:**

The Sellers agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project In charge 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.

24) **DEFECT LIABILITY PERIOD:**

The Defect liability period shall be for a period of 5 (five) year from the date of first hand over of the Row House or first registration of the sale deed of the Row House or handing over possession of the Row House whichever is earlier in the project. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Row House and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Row House 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 Row House 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 Sellers are neither liable nor responsible.

- a) Notwithstanding anything contained above Equipment (lifts, generator, motors, STP, transformers, contained above Equipment (lifts, generator, motors, STP's etc) which equipment carry manufacturer's guarantees for a limited period are excluded from Defect Liability. It shall be the responsibility of the Owners Association to maintain and up-keep these equipment's at all times after the Seller hands it over to the association.
- b) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c) Allowable structural and other deformations including expansion quotient.
- d) The terms of work like painting etc. which are subject to wear and tear.
- e) Minor tile chipping, places 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 the 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 Row House.
- f) The Sellers shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monoolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

For Bricks and Mildstones



M. Lalaiya
Partner

- g) The Purchaser/s shall maintain the Row House in good tenable conditions and carry out the internal repairs for the upkeep of the Row House. The Owners association of the Purchaser/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC. The obligation of the developers shall be subject to proper maintenance and upkeep of the Row House/services and amenities by the Purchaser/s or the association of the Purchaser/s as the case may be. Subject to the terms as stated in this clause the Sellers shall endeavor to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers.

25) FIRST CHARGE:

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

26) ASSIGNMENT:

- a) That during the six(6) months of the execution of this agreement, the Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to anyone. After expiry of six (6) months, the Sellers may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee, of 5% of the consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties. The Sellers 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 Row House till the said date of Assignment. Further in the event of such assignment, the Sellers shall not be liable to pay any compensation/damages payable by the Sellers under any of the terms and/or conditions of this Agreement.
- b) In addition to above, the Sellers' consent (if granted) to dispose, transfer or sale by way of assignment of the said Row House to a third party shall be inter alia subject to the Purchaser/s:-
- (i) settling all charges outstanding and payable to the Sellers 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 Sellers (as per the format of the Sellers). And the transferee shall undertake to be bound by the terms of this Agreement.

27) RIGHT TO REBUILD:

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, flooding, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, all the owners of Schedule 'A' Property shall together have the right to rebuild their respective Row House in the same place as is now situated, subject to taking required approvals and sanctions from the

M. Lalasay
Partner

For Bricks and Milestones

Partner

For Bricks and Milestones

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. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

25) EVENTS OF DEFAULT AND CONSEQUENCES:

28.1) Subject to the Force Majeure conditions, the Sellers shall be considered under a condition of Default, in the following events:

- (i) Sellers' fail to complete the Project and/or apply for issue of Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.
- (ii) Sellers' fail to deliver possession of the Row House to the Purchaser/s within the time period specified.
- (iii) Discontinuance of the Sellers' business as Sellers on account of suspension or revocation of his registration under the provisions of the Act or the Rules or regulations made thereunder.

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

- (i) Stop making further payments to Sellers as demanded by the Sellers. If the Purchaser/s stops making payments, the Sellers shall correct the situation 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 due to discontinuance of sellers business or if the seller fails to correct the situation as stated in CI 28.2 sub clause(i) CI 7.2 & 7.3, only in such cases the Sellers shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the Row House, along with interest at State Bank of India highest marginal cost of lending rate plus 2% within sixty (60) days of receiving the termination notice.
- (iii) In case of refund in any of the above circumstances, there shall be no refund of any of the taxes paid by the Purchaser to the Builder.

28.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Sellers are entitled to terminate this Agreement and refund the amount paid by the Purchaser/s by deducting 25% of the total sale consideration and cost of construction by way of liquidated damages and the interest and other liabilities within two months of cancellation as aforesaid:

- (i) In case the Purchaser/s fail/s to make payments in spite of demands made by the Sellers as per the Payment Plan annexed hereto in Annexures-1, the Purchaser/s shall be liable to pay interest to the Sellers on the unpaid amount at the prevailing State Bank of India highest marginal cost of lending rate plus two percent and

For Bricks and Mortar

Partner

M. Lalwani
Proprietor

- default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Sellers in this regard:
- (ii) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of row house;
 - (iii) 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.

29) NOTICES:

- 29.1) 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.
- 29.2) In case there are joint Purchaser(s) all communications shall be sent by the Sellers to the Purchaser/s whose name appears first and at the address given by the Purchaser/s which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

30) EVENTS RELATING TO FORCE MAJEURE:

Notwithstanding the definition of Force Majeure as mentioned above, the Purchaser/s agree/s that in case the Sellers are unable to complete the Project and/or deliver the row house 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, permissions, notices, notifications 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 Sellers, (e) non-availability of sand, cement, jelly, labour or any other construction material or critical items or (f) any other circumstances beyond the control of the Sellers or its officials, then the Sellers shall not be liable or responsible for delivery and in the event of cancellation of this Agreement by any party, the Sellers shall only be obliged to refund the amounts received from the Purchaser/s without any interest within two months of termination.

31) SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION:

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

For Bricks and Millstones

M. Laloraya
Partner

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31.2) In the event of breach of the terms of this Agreement to Sell or in the event of any differences 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.

31.3) The courts of Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

32) BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Sellers does not create a binding obligation on the part of the Sellers or the Purchaser/s until, the Purchaser/s sign/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 Sellers this Agreement within thirty days from the date of its receipt by the Purchaser/s, then the Sellers 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 Purchaser shall be liable to forfeit the booking amount paid by him/her/them to the Sellers/Builders.

33) 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 shall deemed to be cancelled as at this Date.

34) AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

35) INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

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

36) DEFINITION AND INTERPRETATION:

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

37) 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:

For Bricks and Milestones

M. Lalaya
Partner

Seal

- 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 shall 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.

38) RULES OF INTERPRETATION:

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a) Words importing one gender shall be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

39) CUSTODY:

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

SCHEDULE A PROPERTY

ITEM No.1:

ALL THAT PIECE AND PARCEL OF portion of Converted land bearing Survey No.25/1, measuring 37 Guntas (out of 2 Acres 3 Guntas), situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District (Converted vide the Official Memorandum dated 24/02/2014 bearing No.ALN(ASH)SR.243/2013-14 issued by Deputy Commissioner Bangalore District, Bangalore), bounded as follows;

East by	:	Land bearing Sy.No.28;
West by	:	Land bearing Sy.No.26/3;
North by	:	Remaining portion of Same Sy.No.25/1;
South by	:	Road;

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Partner

M. Lakshya
Pragk



ITEM No.II:

ALL THAT PIECE AND PARCEL OF portion of Converted land bearing Survey No.26/2, measuring 13 Guntas (out of 1 Acre 12 Guntas) situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, (Converted vide the Official Memorandum dated 24.02.2014 bearing No.ALN(ASH)SR-245/2013-14, issued by Deputy Commissioner Bangalore District, Bangalore) bounded as follows;

East by : Land bearing Sy.No.26/3;
West by : Land bearing Sy.No.26/1;
North by : Remaining portion of Same Sy.No.26/2;
South by : Road;

ITEM No.III:

ALL THAT PIECE AND PARCEL OF the portion of Converted land bearing Survey No.26/3, measuring 21 Guntas (out of 1 Acres 21 Guntas) Situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, (Converted vide the Official Memorandum dated 24.02.2014 bearing No.ALN(ASH)SR-244/2013-14, issued by Deputy Commissioner Bangalore District, Bangalore) bounded as follows;

East by : Land bearing Sy.No.25/1;
West by : Land bearing Sy.No.26/2;
North by : Remaining portion of Same Sy.No.26/3;
South by : Road;

ITEM No.IV:

ALL THAT PIECE AND PARCEL OF the portion of Converted land bearing Survey No.27/1, measuring 1 Acre 17 Guntas (out of 1 Acre 31 Guntas) Situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, (Converted vide the Official Memorandum dated 09.10.2013 bearing No.ALN(ASH)SR/135/2013-14, issued by Deputy Commissioner Bangalore District, Bangalore) bounded as follows;

East by : Remaining portion of Same Sy.No.27/1;
West by : Land bearing Sy.No.28 & Remaining portion of same Sy.No.27/1;
North by : Road;
South by : Remaining portion of same Sy.No.27/1 & Road;

ITEM No.V:

ALL THAT PIECE AND PARCEL OF Converted land bearing Survey No.28, measuring 1 Acre 02 Guntas (out of 1 Acres 03 Guntas), Situated at Gattahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, (Converted vide the Official Memorandum dated 05.01.2013, bearing No.ALN(ASH)SR-276//2012-13, issued by Deputy Commissioner Bangalore District, Bangalore), bounded as follows;

M. Lalwaga
P. K.

For Bricks and Milestones



East by : Land bearing Sy.No.27/1;
 West by : Remaining portion of Same Sy.No.28;
 North by : Road;
 South by : Remaining Portion of Same Sy.No.28;

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

2606 Square Feet's undivided share, right, title, interest and ownership in Schedule 'A' Property.

: SCHEDULE 'C' ROW HOUSE:
(DESCRIPTION OF ROW HOUSE AGREED TO BE SOLD)

All that Residential Row house bearing No. C 84 Ground Plus Two Upper Floors in Block 'C' in the Project Known as "NEW DAWN" being built in Schedule 'A' Property and having 2344 Square Feet's, of carpet area and 3352 Square Feet's of Super Built up Area along with One Covered / Exclusive Car Parking Space and the Row House is bounded or:

East : Row House No. C 83;
 West : Park;
 North : Drive Way / Open Space;
 South : Open Space;

: 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' Row House and the building to be constructed thereon on purchase of Schedule 'B' Property:

- 1) The right to own a Row House described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the common areas in the project for ingress and egress and use in common.
- 3) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Row House 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.
- 4) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Row House Owners.

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M. Lakshya
 Partner

For Bricks and Milestones

- 5) Right to use along with other owners of Row House all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Sellers and/or Owners Association.
- 6) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 7) Right to make use of all the common roads provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

: SCHEDULE 'I':
: OBLIGATIONS ON THE PURCHASER/S :

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Sellers and other Row House 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:
 - a) Not to default in payment of any taxes or levies to be shared by the other Row House owners of the Schedule 'A' Property.
 - b) 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.
- 2) 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 Row House. However it is the primary responsibility of Purchaser/s to pay the same.
- 3) No Row House 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 Row House and/or facilities in Schedule 'A' Property.
- 4) The Purchaser/s shall keep the Row House, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings 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 Sellers or Maintenance Company or Association of Row House Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Row House and especially with regard to the common walls shared by the Row House Owners.
- 5) 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 Sellers for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

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M. Chandra
P. K.

Purchaser

For Bricks and Milestones

- 6) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of Row House comprised in "NEW DAWN".
- 7) The Purchaser/s shall not object for use of Common Road/Drive way 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.
- 8) The Purchaser/s of Row House in "NEW DAWN" and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Row House and parking spaces in the building and Purchaser/s specifically shall not:
 - a) Close the Drive way and other common areas.
 - b) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - c) Use the common areas either for storage or for use by servants at any time.
 - d) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - e) Drape clothes in the balconies and other places of building.
 - f) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - g) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - h) Trespass into other residential buildings in the Schedule 'A' Property or misuse the facilities provided for common use.
 - i) Use the Schedule 'C' Property as a transit House or service apartment and should not be let out/ permit to use the same on daily/weekly/fortnightly basis.
 - j) Use the Schedule 'C' Row House for training any skill or art or occupation or conduct any teaching classes.
- 9) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in the Schedule 'A' Property or by the Owners Association.
- 10) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Row House or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Row House and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the Project.

M. Laloraya


For Bricks and Millstones

 Partner



- 11) 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 Row House owners in the blocks and/or in the Project.
- 12) The Purchaser/s shall pay to the Sellers or maintenance company or Owners' Association as the case may be the following expenses on prorate basis:
- Expenses for maintenance of common areas and facilities and other machineries, sanitary and electrical connections in the building and in the 'Schedule 'A' Property including the cost of Annual Maintenance Contract for these equipment;
 - Electricity consumption charges for operating all common services and lighting the common areas, and all open areas and water consumption charges of buildings and for facilities in "NEW DAWN";
 - Cost of replacement of electrical fittings and bulbs in all common areas and open places;
 - Expenses for maintenance of the project and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, external areas and the compound;
 - Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners and all other staff appointed;
 - 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;
 - All taxes payable, service charges and all other incidental expenses in general.
- 13) **Water Supply:** BWS&I may commission to bring the Cauvery water to new areas including NEW DAWN, in that occurrence, the Purchasers shall pay all deposits and other such incidental charges as stipulated by BWS&I/Government Authorities/Agencies. The Seller/ Builder shall not be liable to pay any of these deposits/payments or amounts/incidental charges to the said authorities/agencies. It is the sole responsibility of the Purchasers/Owners Association to make such payments as and when called for by the Government Authorities.
- 14) The Sellers reserve the exclusive and absolute right to display hoarding/s on all or any of the blocks and/or in any part of the land and/or buildings in Schedule 'A' Property and exploit the income there from at all times. Neither the Purchaser/s nor the Association/s to be formed shall have the right to question the said acts of Sellers and/or their transferees or persons permitted by them.

M. Lalajay
 P. Rajk

For Bricks and Milestones

Partner

Partner

- 15) The use of the amenities and other facilities by the Purchaser/s during tenure of membership 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 and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

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

WITNESSES:

1)

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Partner

1. M/s. BRICKS & MILESTONES,
Represented by its Partner

2)

KIRAN.V

2. (KIRAN.V)

SELLER/PROMOTOR

PURCHASERS/ ALLOTTEES

M. Lalitha
Bhagk

ANNEXURE-1

DETAILS OF PAYMENTS/PAYMENT PLAN

PAYMENT SCHEDULE	In %
Sale Agreement (including Booking Amount Advance)	25%
On commencement of First Slab	20%
On commencement of Second Slab	20%
On Commencement of Terrace slab	20%
On Commencement of Block Work	5%
On Commencement of Plastering	4%
On Commencement of Flooring	4%
On Registration/ Possession	2%

ANNEXURE-2

"NEW DAWN" - PROJECT SPECIFICATIONS

STRUCTURE

- RCC Framed structure

WALLS

- Wall masonry: 6" and 4" solid cement blocks
- All internal walls and ceiling plastered and painted with emulsion
- Exterior walls: Painted with Weather-Proof external Paint
- All Bathrooms: Ceramic tiles Wall dadoing

FLOORING

- Living, Dining: Vitrified Tiles
- Kitchen: Vitrified tiles
- Bedrooms: Wooden flooring (laminated)
- All Bathrooms: Anti-skid Tiles
- Balcony: Anti - Skid tiles
- External verandah: Granite

WINDOWS

- UPVC Sliding windows with mosquito mesh (Except for Kitchen Windows)
- UPVC Sliding door for balconies with mosquito mesh

M. Laloraya
Project

For Bricks and Mortar

Partner

For Bricks and Mortar

DOORS

- Main Entrance Door: Teak wood/Engineered Wood frames and shutters Finished with beek veneer
- Bedroom Doors: Hard wood/Engineered Wood frame with laminate finish Finish shutters
- Toilet Doors: Hard Wood /Engineered Wood frame with laminate finish flush Shutters

BATHROOMS

- Washbasins for all bathrooms
- European Water Closet -EWC
- Chromium plated fittings

ELECTRICAL

- Concealed conduit with PVC insulated Copper Wires
- Modular switches
- TV points in Living and master bedroom
- Telephone point in Living room & master bedroom
- AC Point in living & all Bedrooms
- Adequate Power points throughout the villa
- Power back up for all areas at additional cost.

HOME ELEVATOR

- Home Elevator

PARKING

- 1 Car Parking for Every Unit (one Covered)

MISCELLANEOUS

- Reticulated gas piping connection,
- DG Power Backup

For Bricks and Milestones



M. Lalacyn
Pillar