

:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE ____ DAY OF ____,
YEAR TWO THOUSAND TWENTY ONE (___/___/2021):

Mr. M. R. JAISHANKAR,

Aged about 65 years,

Son of late Mr. M. L. Ramachandra Setty,

`Shantiniketan',

No.15/3-1, Palace Road,

BANGALORE - 560 052.

PAN No.:

AADHAAR No. :

Represented by his

General Power of Attorney Holder:

M/s. BRIGADE ENTERPRISES LTD.,

A Company incorporated under the

Companies Act of 1956,

Having its Registered Office & Corporate Office at:

29th & 30th Floor,

`World Trade Center Bangalore',

Brigade Gateway Campus,

No. 26/1, Dr. Rajkumar Road,

Malleswaram-Rajajinagar,

BANGALORE - 560 055.

Represented by its duly Authorised Signatories:

1. - -
2., -

hereinafter called the "**SELLER**"

(which expression wherever it so requires shall mean and include all
his heirs, legal representatives, administrators, executors and assigns
etc.,) **OF THE FIRST PART:**

:AND:

M/s. BRIGADE ENTERPRISES LTD.,

A Company incorporated under the

Companies Act of 1956,

Having its Registered Office & Corporate Office at:

29th & 30th Floor,

`World Trade Center Bangalore',

Brigade Gateway Campus,

No.26/1, Dr. Rajkumar Road,

Malleswaram-Rajajinagar,

BANGALORE - 560 055.

PAN No.: AAACB7459F

Represented by its duly Authorised Signatories:

- 1) - -

2);

hereinafter called the "**BUILDER**"

(Which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

PAN No.:

ADHAAR No. :

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

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

WHEREAS

- A. The Property measuring (1) 1 Acre 10 Guntas in Sy.No.5, (2) 4 Acres 18 Guntas in Sy.No.6/1, (3) 1 Acre 22 Guntas in Sy.No.6/2, (4) 1 Acre 22 Guntas in Sy.No.6/3, (5) 3 Acres 11 Guntas in Sy.No.6/4, (6) 2 Acres 12 Guntas in Sy.No.7/1, (7) 1 Acre 02 Guntas in Sy.No.7/2, (8) 0 Acre 38 Guntas in Sy.No.7/3 and (9) 1 Acre 38 Guntas in Sy.No.7/4, in all measuring 18 Acres 13 Guntas all situated in Kurubarakunte Village, Kasaba Hobli, Devanahalli Taluk, duly converted for non-agricultural residential purposes, vide Conversion Orders bearing (1) No.ALN(D)SR.207/1995-96 dated 06/11/1996, Renewal of Conversion Order dated 25/02/2004, (2) No.ALN(D)SR.208/1995-96 dated 06/11/1996, Renewal of Conversion Order dated 25/02/2004, (3) No.ALN(D)SR.209/1995-96 dated 06/11/1996, Renewal of Conversion Orders dated 25/02/2004 and 06/07/2007 and (4) No.ALN(D)SR.210/1995-96 dated 06/11/1996, Renewal of Conversion Orders dated 25/02/2004 and 06/07/2007, all issued by The Deputy Commissioner, Bangalore Rural District, Bangalore, was originally purchased by the Seller from his Vendors in terms of the following Sale Deeds:
 - i. Sale Deed dated 20/01/1995 executed by Sri.H.Muniyappa and others in favour of the First Party registered as Document No.2557/1994-95 in Book-I, Volume-1558 at Pages 206 to 213 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy No.6/1 and 7/1;
 - ii. Rectification Deed dated 05/10/2002 executed by Sri.H.Muniyappa and others in favour of the First Party registered as Document No.1466/2002-2003 in Book-I, Volume-1948 at Pages 163 to 166 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy No.6/1 and 7/1;
 - iii. Sale Deed dated 20/01/1995 executed by Sri.D.Sonappa and others in favour of the First Party registered as Document No.2556/1994-95 in Book-I, Volume-6554 at Pages 99 to 108 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy. Nos. 6/2, 6/3, 7/2 and 7/3;

- iv. Sale Deed dated 20/01/1995 executed by Sri.Venkatarayappa and others in favour of the First Party registered as Document No.2555/1994-95 in Book-I, Volume-1558 at Pages 198 to 206 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy.Nos.6/4 and 7/4;
 - v. Rectification Deed dated 05/10/2002 executed by Sri.Venkatarayappa and others in favour of the First Party registered as Document No.1465/2002-2003 in Book-I, Volume-1948 at Pages 158 to 162 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy. Nos. 6/4 and 7/4;
 - vi. Sale Deed dated 20/01/1995 executed by Sri.Patel Sanna Gowda and others in favour of the First Party registered as Document No.2558/1994-95 in Book-I, Volume-1554 at Pages 108 to 118 in the Office of the Sub-Registrar, Devanahalli, Bangalore, in respect of Sy. No. 5 alongwith Sy. No.14;
- B. WHEREAS from the date of sale in his favour, the Seller started enjoying the above said Property as absolute owner and all the revenue records disclose the names of the Seller as owners in possession and enjoyment of the above said Property.
- C. WHEREAS after earmarking a portion of the above property, for self-enjoyment, the Seller has decided to develop the balance portion of the said property, more fully described in the Schedule 'A' Property hereunder.
- D. WHEREAS the Seller being interested in developing the Schedule 'A' Property, entrusted the same to M/s. Brigade Enterprises Ltd., the Builder herein, in terms of a Joint Development Agreement dated 26/03/2009 registered as Document No.6230/2008-09 in Book-I and stored in C.D.No.DNHD171, in the Office of the Sub-Registrar, Devanahalli and Supplemental Agreement dated 01/10/2010 registered as Document No.2876/2010-11 in Book-I and stored in C.D.No.DNHD203, in the Office of the Sub-Registrar, Devanahalli and under the aforesaid Agreements the Seller and Builder agreed to jointly undertake the development of Schedule 'A' Property into a Villas/ Villaments, consisting of different types of Villas/ Villaments and agreed to share the land and buildings in the ratios agreed and detailed therein and simultaneously executed Three registered General Powers of Attorney viz., 1) Document No.294/2008-09 in Book-IV and stored in C.D.No.SHVD104 dated 26.03.2009, 2) Document No. 293/2008-09 in Book – IV and stored in CD No. SHVD104 dated 28.03.2009, and 3) Document No. 275/2008-09 in Book – IV stored in CD No. GAND109 dated 31.03.2009 in the Office of the Sub-Registrar, empowering the Builder to secure approvals, develop and sell in terms of the Joint Development Agreement.
- E. WHEREAS the Builder by virtue of the powers conferred upon them under the Joint Development Agreement, Supplemental Agreement and the Powers of Attorney, secured a Development Plan sanctioned from the Bangalore International Airport Area Planning Authority (BIAAPA) bearing No. BIAAPA/TP02/DP/33/2010-11 on 22/12/2011 for development of Villas comprising of Block A to G after earmarking portion for roads, parks and open spaces in 18 Acres 03 Guntas and pursuant to the said Development Plan, the Builder has secured Building Construction Plans from the Bangalore International Airport Area Planning Authority, vide (1) L.P.No.BIAAPA/TP02/CC/351/2011-12 dated 16/04/2012 in respect of Block 'A', (2) L.P.No.BIAAPA/TP02/CC/350/2011-12 dated 13/04/2012 in respect of Block 'A1', (3) L.P.No.BIAAPA/TP02/CC/349/2011-12 dated 13/04/2012 in respect of Block 'B', (4) L.P.No.BIAAPA/TP02/CC/346/2011-12 dated 13/04/2012 in respect of Block 'B1', (5) L.P.No.BIAAPA/TP02/CC/347/2011-12 dated 16/04/2012 in respect of Block 'B2', (6) L.P.No.BIAAPA/TP02/CC/348/2011-12 dated 16/04/2012 in respect of Block 'B3', (7) L.P.No.BIAAPA/TP02/CC/345/2011-12 dated 13/04/2012 in respect of Block 'C', (8) L.P.No.BIAAPA/TP02/CC/344/2011-12 dated 13/04/2012 in respect of Block 'C1', (9) L.P.No.BIAAPA/TP02/CC/355/2011-12 dated 13/04/2012 in respect of Block 'D', (10) L.P.No.BIAAPA/TP02/CC/352/2011-12 dated 16/04/2012 in respect of Block 'E', (11) L.P.No.BIAAPA/TP02/CC/353/2011-12 dated 16/04/2012 in respect of Block 'F' and (12) L.P.No.BIAAPA/TP2/CC/354/2011-12 dated 13/04/2012 in respect of Block 'G'. The villa development comprised in Block A to G would spread over as CLUSTER 'A' to CLUSTER 'P' for the benefit of all the owners/occupants of the development in Schedule 'A' Property and the entire development is identified as 'BRIGADE ATMOSPHERE'.

- F. WHEREAS the Seller and Builder have reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Schedule 'A' Property in perpetuity for purposes of supporting the development and maintenance of services in Schedule 'A' Property and this right is in the nature of an easement which runs as a covenant with the land in Schedule 'A' Property. The development in Schedule 'A' Property identified as 'BRIGADE ATMOSPHERE' is a composite development consisting of residential Villas and all the roads, passages, gardens, open areas, infrastructure, amenities, facilities and benefits provided in the entire development shall be common to all the owners/occupants of the Villas and the owners shall not come in the way of common use and enjoyment of all the aforesaid amenities and benefits provided for all the owners/occupants in 'BRIGADE ATMOSPHERE'. The Builder reserved their right to develop the Project in a phase manner and also change the project concept for future phases by building Villaments in any portion of the Schedule 'A' Property. In such case, total land area after deducting undivided Share for the Villas will be distributed as UDS for Villaments.
- G. WHEREAS the Builder has since completed the construction of Brigade Atmosphere Phase-I of the Project in all respects and has secured Partial Occupancy Certificate for the completed Blocks in Blocks 'A-1' 'B', 'B-1', 'C', 'C-1' and 'D' from Avati Grama Panchayath, Devanahalli Taluk, Bangalore Rural District.
- H. WHEREAS the Seller and the Builder agreed that remaining portion of the Schedule "A" Property will be developed by the Builder as Phase 2 into Villament Buildings and without in any manner affecting the rights of the purchasers of Phase I Development of the '**BRIGADE ATMOSPHERE**'. Accordingly, the Builder has proposed the modification to the Sanctioned Plan for the development of the Phase II of the '**BRIGADE ATMOSPHERE**' in the remaining portion of the Schedule "A" Property by building 4 Villas and Villaments consisting of 128 Villaments and the Purchasers herein have specifically consented for the same.
- I. WHEREAS the Builder by virtue of the powers conferred upon them under the Joint Development Agreement, Supplemental Agreement and the Powers of Attorney, secured a modified Development Plan sanctioned from the Bangalore International Airport Area Planning Authority (BIAAPA) bearing No. BIAAPA/TP02/DP/33/2010-11 on 7th July 2021 for development of Villas comprising of Block A1, B, B1, C, C1 and D for Villas and Cluster from I to X for Villaments after earmarking portion for roads, parks and open spaces in 18 Acres 13 Guntas and pursuant to the said Development Plan, the Builder has secured Building Construction Plans from the Bangalore International Airport Area Planning Authority, vide (1) L.P.No.BIAAPA/TP/02/CC/352/2011-12/788 dated 07/09/2021 in respect of Cluster 'I', 'J' and 'K', (2) L.P.No.BIAAPA/TP/02/CC/351/2011-12/787 dated 07/09/2021 in respect of Cluster 'L', 'M' and 'N' (3) L.P.No.BIAAPA/TP/02/CC/347/2011-12/789 dated 07/09/2021 in respect of Cluster 'O', 'P' and 'Q', (4) L.P.No.BIAAPA/TP/02/CC/348/2011-12/784 dated 07/09/2021 in respect of Cluster 'R', 'S' and 'T' (5) L.P.No.BIAAPA/TP/02/CC/348/2011-12/784 dated 07/09/2021 in respect of Cluster 'R', 'S' and 'T' (6) L.P.No.BIAAPA/TP/02/CC/353/2011-12/784 dated 07/09/2021 in respect of Cluster 'U' and 'V' (7) L.P.No.BIAAPA/TP/02/CC/354/2011-12/786 dated 07/09/2021 in respect of Cluster 'W', and 'X'. The villament development would spread over as CLUSTER 'I' to CLUSTER 'X' for the benefit of all the owners/occupants of the development in Schedule 'B' Property and the entire development is identified as '**PEARL @ BRIGADE ATMOSPHERE**'.
- J. The aforesaid Development Plan consists of Buildings comprises of 16 Clusters, Viz., Clusters I to X. The sanction plan refers to the above buildings as under:

Sl. No.	Development Plan	Sanction Plan	Floors as per Sanction Plan
01	Cluster I, J & K	BIAAPA/TP/02/CC/352/2011-12/788 dated 07/09/2021	Ground + 3 Upper floors
02	Cluster L, M & N	BIAAPA/TP/02/CC/351/2011-12/787 dated 07/09/2021	Ground + 3 Upper floors
03	Cluster O, P & Q	BIAAPA/TP/02/CC/347/2011-12/789 dated 07/09/2021	Ground + 3 Upper floors
04	Cluster R, S & T	BIAAPA/TP/02/CC/348/2011-12/784 dated 07/09/2021	Ground + 3 Upper floors
05	Cluster U & V	BIAAPA/TP/02/CC/353/2011-12/785 dated 07/09/2021	Ground + 3 Upper floors

06	Cluster W & X	BIAAPA/TP/02/CC/354/2011-12/786 dated 07/09/2021	Ground + 3 Upper floors
----	---------------	---	-------------------------

Cluster No. I to X (as per sanction plan) all together referred to as **“PEARL @ BRIGADE ATMOSPHERE”**, which consists of 128 residential units of Villaments.

- K. The Seller has surrendered to BIAAPA portion of the Schedule 'A' Property measuring 4838.28 Sq. Mtrs reserved for road widening in terms of the Relinquishment Deed dated 21.06.2021, registered vide Document No. 01360 of 2021-22 in Book-I and stored in C.D. No. DNHD1286, in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District.
- L. The Builder has formulated a scheme of ownership of the Villas in Schedule 'A' Property in 'BRIGADE ATMOSPHERE' being developed on the Schedule 'A' Property, in terms of which any person desirous of owning a Villament, is required to purchase the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'B' Property. Also, the Purchaser/s is/are required to get the Villament constructed through the Builder. Upon sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the Villament and each of them having a definite undivided share in the Schedule 'B' Property and absolute ownership to the respective Villaments with right to use in common with others, all the common amenities, areas and facilities, passages, club house, access, dedicated roads etc., within the Schedule 'B' Property which is also jointly owned and held by all of them and to be maintained by Association of Villament Owners in the Project. The scheme as described above forms the basis of sale and ownership of the Villaments in 'PEARL @ BRIGADE ATMOSPHERE'.
- M. The Seller has also procured Commencement Certificate _____ dated _____ from _____. The Project would be completed in phased manner. The Project has been registered under the provision of the "Real Estate (Regulation & Development) Act" ("RERA") having assigned with Registration No. _____ dated _____ by the RERA Authority. The said registration is valid and continuing as on date.
- N. The Purchaser being interested to own a Villament in "PEARL @ BRIGADE ATMOSPHERE", has approached the Seller in this regard. On demand made by the Purchaser/s, provided the photocopies of the deeds and documents of title pertaining to Schedule 'B' Property to the Purchaser/s to enable the latter to carryout legal due-diligence to its satisfaction about the title of the Seller and Builder. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule 'C' Property from the Seller and Builder on the terms and conditions herein contained and agreed to get the Schedule 'D' Villament constructed exclusively from the Builder. The Purchaser/s has/have understood, evaluated and satisfied about the building plans, designs, specifications, quality of construction, concept, title, etc., of 'PEARL @ BRIGADE ATMOSPHERE' as well as the suitability of the Villament for the permitted use and the conditions mentioned herein. The Purchaser/s after being satisfied with the title of the Seller and their rights, the surroundings and the neighborhood of the Schedule 'B' Property and having understood the scheme of the Development as stated supra, has/have entered into this Agreement. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s), has/have approached and offered to purchase the Schedule 'D' Villament.
- O. WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Seller to Schedule 'B' Property and with the scheme propounded by the Builder and sanctions obtained by them, is/are interested in constructing through the Builder and owning a Villament described in Schedule 'D' herein in 'PEARL @ BRIGADE ATMOSPHERE' to be built in Schedule 'B' Property and as per the scheme, the Purchaser/s agreed to purchase the Schedule 'C' Property and/or Schedule 'D' Villament by virtue of which the Purchaser is entitled to get the Schedule 'D' Villament constructed through the Builder on the terms and conditions herein contained.

- P. WHEREAS the Seller and Builder has hence offered to construct and deliver Schedule 'D' Villament with proportionate undivided share as described in Schedule 'C' Property free from all encumbrances and the Purchaser/s accepted the said offer and own Schedule 'D' Villament with proportionate undivided share in the land as above free from all encumbrances for consideration to be paid by the Purchaser as detailed in Schedule 'F' mentioned below. The Builder have agreed to construct and convey Schedule 'D' Villament along with Schedule 'C' Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Builder all the amounts detailed in Schedule 'G' in this Agreement. Builder represents that it has complied with the provision of RERA leading to registration of the project.
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- R. The Purchaser/s hereby confirm that he/she/they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- S. 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.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Schedule 'D' Villament with proportionate undivided share in the land as described in the Schedule 'C' Property as per the terms of this Agreement.

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

Definitions and Interpretation:

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 and their amendments made from time to time, where the context so requires.
- b) "Agreement" shall mean this Agreement to sell the Schedule C Property and construction of the Schedule D Villament including the schedules and annexes hereto, as may be amended from time to time.
- c) "Association or Association of Villament Owners or Owners Association" shall all mean the same, being the Association of Villament Owners to be formed by the Sellers, in respect of the Project;
- d) "Balance Sale Consideration" shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the installments set out in terms of Schedule G hereto, each of which individually also being balance sale consideration and collectively also referred to as balance sale consideration.

- e) Booking Amount shall mean 10% of the total sale consideration mentioned in this Agreement.
- f) "Carpet Area" shall mean the net usable floor area of a Villament as defined under Section 2(k) of the Act.
- g) "Deed of Declaration" shall mean the deed of declaration to be executed by the Seller to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the relevant provisions;
- h) "Federation of Associations" shall mean an entity consisting of Owners Association for residential Villaments and Association of Persons for commercial/retail space or such other entity as may be formed by the Seller, in respect of all the constituents of the Schedule 'A' Property;
- i) "Force Majeure" shall mean any one or more of the following events or conditions if it wholly or partially delays or prevents a Party from performing any of its obligations or circumstances or combination of events or circumstances set out below and those which are beyond the reasonable control of either party including delays by authorities responsible for sanction of approvals and which occur without the fault or negligence of such party and which have the effect of adversely affecting the performance by the party of its obligations under this Agreement and includes:
 - (i) acts of God;
 - (ii) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, mobilization, government requisition, act of terrorism or sabotage;
 - (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - (iv) riot commotion or disorder (unless, if the Second Party is the affected party, such riot, commotion or disorder is solely restricted to employees of either Second Party or of either Second Party's subcontractors); and/or
 - (v) Strike including the transporters, Suppliers, Contractors, Sub-Contractors, lockouts or labor strike, shortage of raw materials or labour caused due to above strike or otherwise;
 - (vi) Radioactive contamination or ionising radiation or chemical contamination;

- (vii) Flood, Cyclone, Lightening, earthquake, drought storm, or any other extreme effect of natural elements or other acts of god having an adverse effect;
 - (viii) Epidemic or plague;
 - (ix) Fire or explosion;
 - (x) Any restrictive order, rules or regulations made or issued by the Government or any other Authority including quarantine order, shut down, social distancing etc;
 - (xi) Any restraint or injunctive orders issued by any competent court or authority affecting the development;
 - (xii) Non availability or shortage of construction materials including sand, cement, steel, jelly, wood, labour or any other construction related materials.
- j) "Interest" means the rate of interest payable by the Sellers or the Purchasers as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Base Rate / Marginal Cost Lending Rate (MCLR) or as fixed by the RERA from time to time.
- k) "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.
- l) "Person" shall mean any natural person, limited or unlimited liability company corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, or other entity, enterprises, and shall include any other person as defined under the Act.
- m) "Project" shall refer to '**PEARL @ BRIGADE ATMOSPHERE**'.
- n) "Sale Deed" shall mean the deed of sale to be executed by the Seller for legally conveying the absolute right, title and interest in the Schedule C Property and the Schedule D Villament on the terms and conditions contained therein under the Scheme.
- o) Schedule A Property shall mean the larger property being developed by the Seller and morefully described in the Schedule A hereto.
- p) Schedule B Property shall mean the land on which the Project is being developed by the Seller and morefully described in the Schedule B hereto;

- q) Schedule C Property is the undivided share of the land described in Schedule C corresponding to the Schedule D Villament morefully set out in the Schedule C hereto.
- r) Schedule D Villament is the Villament which is being constructed under the Scheme and morefully described in the Schedule D hereto by the Seller for the Purchaser/s.
- s) "TDR" shall mean Transfer of Development rights that the Sellers have used, if utilised, to take sanction of the plan by BBMP/BDA for construction of the Project.
- t) For all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and masculine includes feminine gender.
- u) The terms and conditions set out herein below shall prevail in case of any inconsistency or conflict, between the terms and conditions contained in other documents executed between the Parties.

1) **SALE CONSIDERATION & PAYMENT OF DEPOSITS ETC.:**

1.1) The Seller shall sell and Purchaser/s shall purchase the Schedule 'C' Property and Schedule 'D' Villament, for the consideration payable by the Purchaser in terms of Schedule 'G' mentioned below. In case of variation in the area of the undivided share or the area of the Schedule D Villament to be conveyed in favour of the Purchaser/s herein in terms of this agreement, which is not more than 3% consequent to construction or any variation to the plans sanctioned or for any other reason, the consideration stipulated for sale of the Schedule 'C' Property and/or Schedule 'D' Villament stands varied accordingly and not otherwise. Accordingly, sale consideration gets adjusted and excess amount paid will be refunded by Seller to the Purchaser and shortfall would be made good by the Purchaser to the Seller.

1.2) The Purchaser/s has/have paid the Seller advance sale consideration as mentioned in Schedule 'G' hereto as part payment and have agreed to pay balance sale consideration to the Seller as detailed in Schedule 'G' herein, as and when demanded by the Seller. Payment in terms of Schedule 'G' herein is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price as it affects the execution of the development of the Schedule 'B' Property and would also affect the interest of other Purchasers who have joined from time to time to purchase undivided interest in Schedule 'B' Property. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Schedule 'G' hereto, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

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

- a) Proportionate cost of external and internal electrification, sanitary work and connection charges, deposits payable to Bangalore Electricity Supply Company/ Karnataka Power Transmission Corporation Ltd.,;
- b) Cable, Transformer and Ring Main Unit charges, pro-rata charges, supervision charges, service charges, meter deposits and charges for works executed on DCW basis and all other departmental charges and expenses for providing permanent connections of electricity, water and sewerage connections, generator charges, installation of reticulated gas connection, STP and other utilities and facilities to Schedule 'D' Villament;
- c) Goods & Services Taxes (GST) and /or in whatever name it is referred/called as and all other taxes as per the prevailing rates and as and when demanded during the subsistence of this contract till delivery of possession of the completed Villament described in Schedule 'D' below. In respect of GST and all other taxes applicable on this Agreement, the same shall be paid by Purchaser/s as and when demanded by the Seller;
- d) Service charges, incidental expenses to the Seller to obtain the above connections. In case new levies, taxes, charges, demands etc. which is not now in existence and which may be applicable in future, by the plan sanctioning authorities during the subsistence of this contract till delivery of possession of the completed Villament described in Schedule 'D' below, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay such additional levies, taxes, demands and other charges in proportion to the area of the Schedule 'D' Villament;
- e) All government rates, taxes on land, municipal tax, property taxes or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority shall be paid on pro-rata basis and the determination of proportionate share by the Seller and demand thereof shall be final and binding on the Purchaser/s;
- f) Cost of additional facilities & amenities in the Larger Property as levied by the Builder;
- G) The Purchaser/s herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Bangalore Electricity Supply Company/Karnataka Power Transmission Company Ltd., and other Authorities as required by the Seller;

1.4) The Purchaser/s shall not be entitled to question the cost at which the Seller sell/construct other Villaments in Project '**PEARL @ BRIGADE ATMOSPHERE**' for others and the quantum of deposits and other sums referred to above. The Seller shall be free to determine and agree upon the cost of construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.

1.5) The Purchaser authorizes the Seller to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand /direct the Seller to adjust his/ her payments in any particular manner.

1.6) In the event of delay/default by the Purchaser/s to pay the balance sale consideration as per Schedule 'G' hereto, the Seller shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due within Thirty (30) days from the date of issue of such notice and if the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have been terminated without any requirement to issue separate letter. In such an event and if the Agreement is registered the Purchaser shall execute and register deed of cancellation. Also the Purchaser hereby authorizes the Seller to cancel the Agreement of Sale on his/her/their behalf by executing and registering such cancellation agreement and to that extent the agency is created in favour of the Seller by the Purchaser.

1.6A) The Seller shall also be entitled to terminate this Agreement by giving 30 days' notice for reasons other than non-payment, if Purchaser/ s in their opinion turns out to be a troublesome or trying to postpone compliance of his/ her part of obligations by raising frivolous issues or has been creating hurdles for Seller to complete and comply with their part of the obligations under this Agreement.

1.7) In the event of termination as aforesaid, the Seller shall be entitled to forfeit the booking amount as liquidated damages by adjusting the same against the amounts due by the Purchaser/s till the date of termination and refund the balance, if any, within 60 days from the date of termination without interest, simultaneous to the Purchaser executing and/ or registering the necessary cancellation agreement as demanded by the Seller.

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

1.9) If however, the Purchaser/s pays up the arrears within the time stipulated in the notice of termination with overdue interest at highest State Bank of India Base Rate / Marginal Cost Lending Rate Plus 2% per annum or as fixed by the RERA from time to time, the right to terminate the Agreement would lapse for such default and this

Agreement continues to be valid. Any payments by the Purchaser/s received by the Seller would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Purchaser/s.

1.10) However even after the expiry of stipulated notice period (as mentioned above) the Seller at their discretion may agree to receive the unpaid sums with interest at SBI Base Rate / highest Marginal Cost Lending Rate Plus 2% per annum or as fixed by the RERA from time to time from due date till repayment in full and in one lump sum of all the outstanding dues.

1.11) In case the Purchaser/s cancel/s this Agreement to Sell or refuses / fails to sign this Agreement to Sell within 15 days after being asked to do so, the Seller is entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to booking amount as liquidated damages and refund the balance sum due if any under this Agreement without interest within 60 days from the date of termination, subject to the Purchaser/s executing and/ or registering the Deed of Cancellation of this Agreement (if the same is already signed and/or registered) and such forfeiture/recovery as aforesaid by the Seller will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

1.12) If the Purchaser/s has/have availed 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 to the extent of amount funded by financial institution of the Bank, and against the receipt of such amount, the financial institution or the Bank as the case may be shall forthwith issue "no dues certificate" in favour of the Seller and handover the original of this Agreement deposited by the Purchaser/s or cause the Purchaser/s to handover this Agreement against the Seller paying the amounts to the Financial Institution/s or the Bank/s. On refund of the amount as stated above to the Bank or Financial Institution this Agreement shall be deemed to be cancelled / terminated and the Seller shall be entitled to deal with Schedule C and D Properties in any manner with a third party at its discretion. The Purchaser hereby authorizes the Seller to cancel the Agreement of Sale by executing and/ or registering such cancellation agreement as Seller may deem fit and to that extent the agency is created in favour of the Seller by the Purchaser. The Purchaser hereby agrees the execution of Power of Attorney in favour of the Seller.

1.13) In any of the above circumstances there is no refund of any of the taxes paid by the Seller on behalf of the Purchaser/s. The Purchaser/s can directly claim the same from the concerned department.

1.14) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1% on the total sale consideration as required under Section 194IA of the Income Tax

Act, 1961 (IT Act) for each of the payments made towards the sale consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Seller on or before 5th day of the subsequent month of deduction.

1.15) The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Agreement. The Purchaser/s agree/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 Seller fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Seller immediately and comply with necessary formalities if any, under the applicable laws. The Seller shall not be responsible for any third party making payments, remittances on behalf of any Purchasers and such third party shall not have any right in this application/allotment of the Schedule 'D' Villament in any way and the Sellers shall issue the payment receipts in favour of the Purchaser/s only.

1.16) Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Seller immediately and comply with necessary formalities if any under the applicable laws. The Purchaser/s shall keep the Seller fully indemnified and harmless in this regard. The Seller accepts no responsibility in this regard. The Seller shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Villament applied for herein in any way and the Seller shall be issuing the payment receipts in favour of the Purchaser only.

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

2) **SPECIFICATIONS:**

The Specifications of construction of Schedule 'D' Villament agreed between the Seller and Purchaser/s are detailed in Schedule 'H' to this Agreement and the Seller agrees to construct the Schedule 'D' Villament in accordance with the said specifications or equivalent thereto. The Purchaser/s shall not seek for any modifications in the plans of the Villament /specifications at any time. In the event of Seller agreeing to modify the specifications, the same will be at mutually agreed cost and timelines. It is made clear that many of the materials used in development of Schedule 'C' Property including in Schedule 'D' Villament includes marble, granite, wood, etc., and are natural materials and are subject to variations in tone, grain, texture, colour and other aesthetic features, which are beyond the control of the Seller and while the Seller agrees to use the quality materials available, they are unable to assure that the materials used in the building would exactly match the samples shown with regard to said features. Similarly manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc., are subject to colour variations and warping due to the inherent manufacturing process and hence the finished product may have colour variations which are again beyond the control of the Seller. The Seller would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminum, sanitary ware, etc., There is possibility that the materials specified and shown as samples may not be available at the time of construction and in such an event, the Seller reserves the right to substitute with equivalent alternative.

3) **COMPLETION & DELIVERY OF POSSESSION:**

3.1) The Seller shall deliver possession of the Schedule 'D' Villament in Schedule 'C' Property to the Purchaser/s, by on or about 31.12.2025 ("**Completion Date**") after procuring Occupancy Certificate as far as possible. Though Seller shall endeavor to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the Seller for delays in obtaining such connections, Occupancy Certificate, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/ losses/ interest against the Seller on the ground of such delay. If there is delay in securing permanent connections, temporary connections will be provided till permanent connections are secured. Seller may provide water to the Project through bore well or tanker or through any other mode. The Purchaser/s shall pay the consumption charges for water, electricity etc., as per bills raised.

3.2) The Seller shall not be liable if they are unable to complete the construction of the Building and/or the Schedule 'D' Villament and deliver possession by the aforesaid date on happening of any Force Majeure event, and in any of the aforesaid events, the Seller shall be entitled for extension of time to deliver and handover possession of the Schedule 'D' Villament and the consideration paid by the Purchaser/s till such date 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 Villament due to any reason/s mentioned above shall not be construed as delay in construction or completion.

3.3) In case of any proven willful delay in delivery of the Schedule 'D' Villament for reasons other than what is stated above, the Seller shall pay interest @ SBI Base Rate / highest marginal cost Lending Rate Plus 2% or as fixed by the RERA from time to time to the Purchaser/s, as damages on the installment paid from committed date of handing over till delivery subject to conditions that;

- a) Such delay not being attributable to the reason/s mentioned in clause 3.2 above;
- b) The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c) The delay is proved considered to be willful delay on the part of the Seller.
- d) No modification of the Schedule 'D' Villament has been sought for.
- e) The Purchaser/s has/have not defaulted any of the terms of this Agreement.

However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'D' Villament or for any reason attributable to Purchaser/s, then there is no delay liability on part of the Seller and to pay any damages as aforesaid.

3.4) Possession of the Schedule 'D' Villament will be delivered to the Purchaser/s by the Seller within three (3) months from the date of receipt of Occupancy Certificate for the Project, provided all the amounts due and payable by the Purchaser/s under this Agreement is fully paid in time to the Seller in-toto and after the Purchaser/s obtaining a registered Sale Deed from Seller in respect of Schedule 'C' Property and Schedule 'D' Villament. Execution of the Sale Deed will happen once the Schedule 'D' Villament is ready for handing over as far as possible and after the Seller calls upon the Purchaser/s to come forward for registration and taking over of possession.

3.5) The Purchaser/s shall take possession of the Villament in Schedule 'D' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within Fifteen days from the date of receipt of the notice in writing to the Purchaser/s that Villament is ready for handing over. The Purchaser shall take possession of the Schedule 'D' Villament from the Seller by executing necessary indemnities, undertakings and such other documentation and the Seller shall give possession of the Schedule 'D' Villament to the Purchaser. Time shall be the essence of the contract in that behalf. Failure on the part of the Purchaser/s to take possession of the Schedule 'D' Villament after receiving intimation/notice from the Seller, discharges Seller's obligation under this Agreement to the Purchaser, apart from Seller being

entitled to levy holding charges as per cl. 3.7 and the Purchaser shall continue to be liable to pay maintenance charges as applicable from the date of such intimation.

3.6) The Purchaser/s shall be liable to bear and pay to the Seller the following expenses commencing from handing over Schedule 'D' Villament or intimation that Villament is ready for handing over or from the date of Occupancy Certificate whichever is earlier, without affecting the right / interest of the Purchaser:

- a) the minimum electricity and water demand charges and wi-fi charges for Schedule 'D' Villament;
- b) property taxes in respect of the Schedule 'D' Villament;
- c) Other outgoings and expenses incurred by the Seller for maintenance of the Schedule 'D' Villament till handing over;
- d) Purchaser/s's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Seller to manage and look after the common areas and facilities in '**PEARL @ BRIGADE ATMOSPHERE**' such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., A.M.C's (Annual Maintenance Costs) & O.M (operation & Maintenance Cost) for various facilities, expenses incurred by the Seller or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, diesel charges for DG Back-up, housekeeping consumables etc.,

3.7) The Purchaser/s shall receive possession of the Schedule 'C' Property and Schedule 'D' Villament on or before the dates stipulated by the Seller in writing, after getting the Sale Deed executed and registered. In case the Purchaser/s defaults in receiving possession as aforesaid and/or complete the purchase, the Seller is entitled to and Purchaser/s shall be liable to pay **Rs.10/- (Rupees Ten Only)** per sq. ft. of the Saleable area of the Schedule 'D' Villament per month as holding charges for a period upto 6 months and beyond that at the increased rate of Rs.15/- (Rupees Fifteen Only) per sq. ft per month if the delay continues beyond initial period of 6 (six) months. The period of delay shall be computed from expiry of 15 days of notice period for taking over possession till actual handing over, which the Purchaser/s agrees to pay the same before receiving possession of Schedule 'D' Villament. In addition, the Purchaser is also liable to pay maintenance charges for the said period.

3.8) The Purchaser/s upon taking possession of the Schedule 'D' Villament, shall be deemed to have accepted that the Schedule 'D' Villament 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 'D' Villament which may be alleged as not carried out or completed by the Seller. This however shall not be applicable to any

snags reported by the Purchaser/s at the time of taking over of the Villament, which shall be attended to and rectified by the Seller.

4) **LOAN:**

4.1) If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said Villament, the Purchaser/s shall at his/her/their own cost, expenses apply for such loan (hereinafter called "The Loan") from a Bank 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; the Purchaser/s shall be liable for the due and proper performance of all the terms and conditions of the loan documents.

4.2) The Purchaser/s undertakes to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Seller without any delay and in the manner mentioned in this Agreement.

4.3) 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 other sums due under this Agreement and in the event if there is any delay and/or default is made in the payment of such amount/s, the Seller shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.

4.4) If the Purchaser/s fail/s or unable to get the sanction/ obtain the Loan for any reasons, whatsoever or if his loan application is rejected by the Bank for whatever the reason including his ineligibility for the loan, the Seller shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expenses howsoever, arising or incurred and such failure to obtain the loan shall not be ground to terminate this Agreement or a reason for the Purchaser to delay the payment or for any non-payment on due dates of any amounts set out in this Agreement.

4.5) The Purchaser/s shall indemnify and keep the Seller, 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.

4.6) The Purchaser/s agree that in case the Purchaser/s opts for a loan arrangement with any financial institution/banks, for the purchaser of the Villament, the conveyance of the Said Villament in favour of the Purchaser/s shall be executed only upon the Seller receiving No Objection Certificate, from such financial institution/Banks from where the Purchaser/s has/have availed financial assistance for purchase of the Villament.

5) **TITLE & TITLE DEEDS:**

5.1) The Purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Seller to the Schedule 'A' Property and their right to develop Schedule 'B' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Seller and/or power of the Seller to develop and sell and no requisition or objection shall be raised in any manner relating thereto.

5.2) The Purchaser/s has/have no objection for the Seller to create charge or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'B' Property without affecting the rights of the Purchaser. However, the Seller alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'C' Property and Schedule 'D' Villament is completed. The Seller agree to secure necessary No Objection Certificates from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'C' Property and Schedule 'D' Villament, confirming that Schedule 'C' and 'D' Properties being free from the said charge or mortgage.

5.3) The Seller will at their discretion either hand over the original Title Deeds for the Larger Property of which Schedule 'A' Property forms part, to Federation after the entire development is completed or they may decide to hold it by themselves as long as they are having stake in the Project.

6) **DISCLOSURES:**

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

- a) The Common Amenities and Facilities and the Common Areas will be developed by Seller in terms of Specifications and are to be maintained by all the Owners/Occupants of the Schedule 'A' Property in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Schedule 'A' Property.
- b) The facilities of the Club House are available for the benefit of the Purchaser/s of the Villaments in '**PEARL @ BRIGADE ATMOSPHERE**'.

- c) The Ownership of Community & Commercial facilities (shops, schools, hospitals, nursing homes, community center & other community building if any provided in the project by the Seller) shall belong to the Seller and Purchaser/s is /are not entitled to undivided possession over those Community & Commercial facilities. Those Community & Commercial facilities do not fall under common areas and facilities. Seller has the absolute right with respect to the Community & Commercial facilities and it is their absolute discretion to provide the same as common areas in the declaration or not. Purchaser/s has/have the right of usage in respect of such Community & Commercial facilities, subject to ownership rights of the Seller.
- d) There will be a surface car parking for the visitor of ' **PEARL @ BRIGADE ATMOSPHERE**', which shall be earmarked by the Seller.
- e) That the Seller may avail financial facility from Banks / Financial Institutions by depositing the documents of title of Schedule 'A' Property or otherwise, thus creating charge on the said Property. The Purchaser/s shall not have any objection for the same and hereby gives specific consent to the Banks / Financial Institutions to enable the Seller to raise the financial facility. However, the Seller agrees to get the undivided share agreed to be sold under this Agreement released from the charge, if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.
- 7) **EXECUTION OF AGREEMENTS, SALE DEED, STAMP DUTY, FEES ETC.,:**

7.1) The Agreement to Sell, Sale Deed or any other documents including Deed of Cancellation and its registration process shall be completed through the Seller's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Sellers in respect thereto and the Purchaser/s consent/s for the same.

7.2) The Seller, on receipt of complete amount of the Price of the Schedule 'D' Villament under the Agreement from the Purchaser/ s and after completion of the Villament / building, shall execute a sale deed and convey the title of the Schedule 'D' Villament together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser/ s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., so demanded within the period mentioned in the demand letter, the Purchaser/ s authorizes the Seller to withhold registration of the Sale deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Seller is made by the Purchaser/ s. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). Possession of Schedule 'D' Villament would be made over to the Purchaser/s only after Sale Deed is executed and registered in his/her favour by the Seller.

7.3) The Purchaser/s has/have borne the cost of stamp duty payable on this agreement and will also pay the registration fee for registering this agreement before the jurisdictional Sub-Registrar, if required. In addition thereto the Purchaser/s shall be liable to pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'C' Property and/or Schedule 'D' Villament and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered. The cost of the stamp duty and the registration charges on Deed of Cancellation shall also be borne by the Purchaser/s.

7.4) The Sale Deed will be executed by the Seller to the Purchaser/s in respect of Schedule 'C' Property and Schedule 'D' Villament. The Seller agrees to execute Sale Deed in terms of the draft prepared by the Seller's Counsel for sale of Schedule 'C' Property and/or Schedule 'D' Villament in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The sale will be completed in accordance with the timelines stipulated in this Agreement subject to delays for reasons constituting events relating to Force Majeure and for reasons beyond the control of the Seller. 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. The Agreement to Sell, Sale Deed or any other documents including Deed of Cancellation and its registration process shall be completed through the Seller's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Seller in respect thereto and the Purchaser/s consent/s for the same. The Purchaser/s hereby authorizes the Seller to collect the original registered document from the concerned office of the SRO and hand over the same to the Bank wherever the Purchaser/s has availed the loan for acquiring the Schedule 'C' & 'D' property.

7.5) The Seller agrees to execute the Sale Deed after fulfillment of the terms of this Agreement to Sell and the Purchaser/s has/have agreed for the same.

7.6) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'C' Property and/or Schedule 'D' Villament, 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 Seller has no liability in respect thereto.

7.7) The Purchaser/s hereby authorize/s the Seller to sign and execute the required one or more Deeds/ s of Declaration in respect of Schedule 'C' Property and Schedule 'D' Villament by recording the terms and conditions relating to ownership, possession and

enjoyment of the Villaments and other built spaces in the '**PEARL @ BRIGADE ATMOSPHERE**' and also get the same registered in terms with RERA.

8) **PROPERTY TAXES AND KHATA:**

8.1) The Seller will pay Municipal taxes, other rates and outgoings on the Schedule 'C' Property till the date of handing over Schedule 'D' Villament or intimation that Villament is ready for handing over or from the date of Occupation Certificate, whichever is earlier. The Purchaser/s shall thereafter be liable to pay the Municipal Taxes for Schedule 'D' Villament. Upon completion of the construction and issuance of Occupancy Certificate, the Schedule 'D' Villament will be separately assessed to municipal property taxes. The Purchaser/s shall be liable to pay the municipal property taxes accordingly. The Purchaser/s agree/s to pay the Seller the service charges and fee that are necessary for securing separate assessment for Schedule 'D' Villament and for transfer of Khata to the name of the Purchaser/s, in case the Seller undertakes the Khata Transfer. 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 leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Tower/said Villament and /or the said land as the case may be as in case assessable or applicable from the date of the Application and the same shall be paid on pro-rata basis and the determination of proportionate share by the Seller, and demand thereof shall be final and binding on the Purchaser/s.

8.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'D' Villament on purchase at his/her/their cost from the jurisdictional municipal office and Seller agrees to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata for Schedule 'D' Villament, the Purchaser/s agree/s to pay the same.

9) **NATURE OF RIGHT OF USAGE:**

9.1) It is agreed that the buildings to be constructed in Schedule 'B' Property shall be held and owned by all the purchasers in the respective Tower/Cluster/Building together and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Seller. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other Villament holders in the Tower/Building shall belong to and vest in the Villament owners jointly to be used by all the owners of such building in common. None of the Villament owners shall place any obstructions or store or keep any articles in the common areas of the building.

9.2) The Seller shall have the exclusive right to retain and/ or sell or construct on the open space/ roof terrace/ basement area as per approved plan/s including the right to

put up further construction in future in the event of additional F.A.R/ T.D.R being sanctioned to the Seller. The Purchaser hereby grants unfettered right in favour of the Seller for utilizing such additional FAR/TDR for construction of additional area in the Project. The Purchaser also consents for any variation in UDS, due to utilization of additional FAR/TDR by Seller.

9.3) The Purchaser/ s shall also have undivided proportionate share in the Common Areas. Since the share / interest of the 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 residents, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/ s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Seller shall convey undivided proportionate title in the common areas to the association of purchasers as provided in the Act.

9.4) The Purchaser/s agree/s to enjoy Schedule 'C' Property to be sold in common with other allottees of undivided shares and title in Schedule 'B' Property and shall be entitled to all such Rights stated in Schedule 'E' 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 'F' herein. The rights and obligations so detailed in Schedules 'E' and 'F' hereunder are common to all purchaser/s in '**PEARL @ BRIGADE ATMOSPHERE**'. The Seller however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

9.5) The terrace of each of the Towers on issue of Occupancy Certificate after completion of construction aforesaid will be common to the owners/occupants of the respective Towers. The right to use the entire Terrace areas shall exclusively vest with the owners/occupants of respective Towers.

9.6) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., in '**PEARL @ BRIGADE ATMOSPHERE**' in Schedule 'B' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'B' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

9.7) At the end of the project, the Seller shall transfer the Common areas and facilities includes passage, lift, lift lobby, security room, STP etc., to owners Association and the necessary documentation will be done for effectual transfer. The necessary stamp duty and registration charges will be borne by Purchaser/s, proportionately.

9.8) The Purchaser/s agree that the Garden Areas and other greenery abutting the buildings in '**PEARL @ BRIGADE ATMOSPHERE**' are for common use and enjoyment

of the Villament 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 Villament owners of **` PEARL @ BRIGADE ATMOSPHERE'** shall erect any compound or fencing around the building.

9.9) It is expressly agreed and recorded that the specific and general rights arising out of this Agreement in favour of the Purchaser/s are confined only with respect to the land on which the building consisting of Schedule 'D' Villament in Schedule 'B' Property is envisaged. The Purchaser/s shall not be entitled to claim any right or interest or title of whatever nature in respect of balance portion of the land, areas, facilities and amenities as they are specifically excluded from the scope of this Agreement and are not included in the computation of proportionate undivided share and/or development in Schedule 'A' Property or in 'BRIGADE ATMOSPHERE'. The Seller is free and entitled to carry on development activities on the said balance portions at any time as they deem fit and the Purchaser/s of the Schedule 'A' Property will not have any right to object against such development or claim any interest therein. The Seller has reserved the right of usage of roads and passages and facilities in the Schedule 'B' Property in perpetuity for purposes of supporting the development and maintenance of services therein. The perpetual easementary right of access created in favour of the Sellers or their nominees/employees/agent or persons claiming under them at all times and further the Purchaser/s agree and undertake to execute any such separate writings as may be required by the Seller, (but at cost and expense of Seller) [along with other Villament purchasers] confirming unfettered easementary right in favour of the Seller, at anytime hereinafter. The aforesaid term is the essence of this Agreement.

9.10) The Purchaser/s agree and acknowledge that the Seller has the right to make additions to or put up additional floors/structures in the buildings in **` PEARL @ BRIGADE ATMOSPHERE'** and/or in Schedule 'B' Property as may be permitted by the competent authorities and such additional structures may result in change in the common areas and facilities in the Schedule 'B' Property. The Purchaser hereby grants permission in favour of the Seller/ Developer to make such additional modification, as may be permitted by the Authority. The construction of any additional floors will be done prior to obtaining the Occupancy Certificate for the Cluster/ Tower by the plan sanctioning authorities. The Seller shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Schedule 'D' Villament, they shall have no objection for the Seller in continuing with the construction of additional structures and/or buildings adjacent to or above the buildings in Schedule 'B' Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by whatever name called or with hold any payment stipulated herein.

9.11) The Sellers as aforesaid will be developing the buildings in Schedule 'B' Property. The Purchaser/s is/are aware that the development in the adjoining buildings

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

9.12) The Purchaser/s shall not require or undertake before/after delivery of possession of Schedule 'D' Villament any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Villament, internal layout of the Villament, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Sellers.

9.13) Upon handing over Schedule 'D' Villament, the Purchaser/s shall not make any structural alterations to the Schedule 'D' Villament and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Villament. Purchaser/s shall not make electrical and / or plumbing changes to Schedule 'D' Villament without prior written approval from the Seller and / or Association as the case may be. The Purchaser/s shall be liable to Seller / Association for the loss or damage inflicted to the Building due to him changing the electrical and/or plumbing. The Purchaser/s while carrying on the interior decoration work within the Schedule 'D' Villament shall not cause any nuisance/annoyance to the occupants of the other Villaments in the building and shall not use the common areas, roads, open spaces in "BRIGADE ATMOSPHERE" or the Schedule 'B' 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 Seller or the agency appointed periodically for the maintenance of all common areas and facilities in **'PEARL @ BRIGADE ATMOSPHERE'**.

9.14) All interior related works that the Purchaser/s may take up on his/her/their own cost and can be taken up only after handing over possession of the Villament to the Purchaser/s by the Sellers. The Purchaser/s shall carry out interior works on all working days during the day time between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Seller do 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 Seller. The Seller shall not be responsible/liable for any thefts during the course of the interior works.

9.15) The Purchaser/s shall not, without the prior written consent of the Seller, make any structural alterations or additions to the Schedule 'D' Villament or permanently remove there from any fixtures or fittings provided therein if any. 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 Seller, minor non-structural additions or improvements to the Schedule 'D' Villament . 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.

9.16) The Seller reserve the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule 'A' Property or Schedule 'B' Property, which the Purchaser/s accept/s and consent/s. The Purchasers/s has/have expressly given consent for variations and/or modifications as the Architect/Seller may consider necessary from time to time during the course of construction. The Architect and Seller are the final decision makers on these aspects and the Purchasers/s shall not interfere or question the design, costs, construction processes etc., implemented by the Sellers.

9.17) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Seller 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 Seller 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 Seller, all necessary assistance and co-operation, to enable the Seller to exercise and avail of the same.

9.18) The proportionate undivided share in the Schedule 'C' Property is to enable the Purchaser/s to own Schedule 'D' Villament in Schedule 'B' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Seller under this Agreement in relation to the extent of the FAR in respect of Schedule 'B' Property either present or at any time in future. The Seller is also entitled to utilize Transferable Developmental Rights in constructing the Schedule 'A' Property.

9.19) The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the Villaments in the said building. The Car parks are allotted to each of the buyers/owners of the Villaments for facilitating the smooth functioning and use of Car parking areas. The parking area earmarked for the Purchaser/s by the Sellers are binding on the Purchaser/s and the Purchaser/s agree/s to receive the same without any objection.

9.19.1) 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.

9.19.2) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the Villament

and the undivided share described in Schedule 'C' and 'D' herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an Villament in the development in Schedule 'C' Property.

9.19.3) The Purchaser/s shall not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle and will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.

9.19.4) The Purchaser/s will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.

9.19.5) The Parking and use of the Purchaser Car Parks is solely at the Purchaser's/s' risk. The Purchaser/s will have no claim against the Seller or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Seller or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's/s' use of the Purchaser/s Car Parks. Furthermore, the Purchaser/s will indemnify the Seller against any such claims and the costs thereof.

9.20) The Purchaser/s shall not at any point of time, by virtue of agreeing to purchase the undivided share in Schedule 'C' Property in his/her/their own name/s, claim a superior right of any nature over such other Villament owners in the Schedule 'B' Property that may agree to buy or hold his/her/their undivided share and in particular, the Purchaser/s shall not object to use of any amenity or facility in Schedule 'B' Property in the manner provided herein by any of the residents of buildings being developed on the Schedule 'B' Property.

9.21) The Common areas includes passage, lift, lift lobby, security room, STP, etc., and they shall at the end of the project be transferred by the Seller to the Owners Association by executing and registering necessary documents required for such transfer. The necessary stamp duty and registration charges for the same shall be borne by the Purchaser/s, proportionately.

9.22) The Seller is free and is entitled to carry on any development activities as permitted by law in the rest of the lands in Schedule 'A' Property" at any time as they may deem fit and the Purchaser's of the Schedule 'D' Property will not have any right to object against such development or claim any interest therein. The Seller has reserved the right of usage of roads in the "BRIGADE ATMOSPHERE" and / or in the Schedule A Property in perpetuity for purposes of supporting the development and maintenance services in "PEARL @ BRIGADE ATMOSPHERE" and this right runs with "BRIGADE

ATMOSPHERE” and the sale of the Schedule ‘C’ Villament is subject to such right at all times.

10) **CLUB HOUSE:**

10.1) The Builder is providing Club House for the common use and enjoyment of all owners/occupants in Schedule ‘A’ Property, which shall form part of ‘**BRIGADE ATMOSPHERE**’ who shall utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s.

10.2) The Club House is for the use of owners/occupants in Schedule ‘A’ Property and the Builder may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include multipurpose hall, sports area and or any other facilities as may be decided by the Builder.

10.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Owners’ Association to be formed in the Schedule ‘A’ Property and till then it will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-

- (i) admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of Villaments/built spaces in Schedule ‘B’ Property.
- (ii) refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
- (iii) fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
- (iv) frame the rules and regulations regarding usage of the facilities in the Club House.

10.4) The Seller/Builder shall have a right of ingress and egress to the Club by using the roads and other facilities in Schedule ‘A’ Property by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permitted by them.

10.5) The Purchaser/s as long as he/she/they remain occupant of the Villament/built spaces in '**PEARL @ BRIGADE ATMOSPHERE**', shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Seller, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Seller and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Sellers and their agents/assigns, (iv) and are entitled for the following:-

- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Seller/Builder.
- (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Builder subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the club as dependent members.

10.6) The facilities of the Club are available for the benefit of the Purchaser/s of the Villament in Schedule 'B' Property and also for the benefit of the Purchaser/s, Owners/Occupants of the Villament and other spaces in Schedule 'B' Property and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

10.7) The Builder may themselves run the Club and/or engage any person/s to run the club and its activities till it is handed over to the Association envisaged in this Agreement. The Builder are not responsible for either quality of services or the cost at which services are provided in the club.

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

11) **OWNERS ASSOCIATION:**

11.1) The Seller may at their discretion either form separate Associations for each of the buildings to maintain them or decide to form one single Association for the entire development. In case the Seller decides to form separate Associations for each of the buildings, then he may also form the Federation of Association to look after the maintenance of the entire campus. Decision of the Seller is final and binding in this regard. The Seller 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 Villaments in **PEARL @ BRIGADE ATMOSPHERE**.

11.2) The Purchaser/s hereby agree/s and undertake to become a member of the Owners' Association as and when formed by the Seller and/or by the purchasers of all the Villaments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

11.3) In terms of section 17 of the Act, the Seller will convey the undivided proportionate share of the Common Areas in favour of the Association of the Purchasers so formed. The Owners' Association will be governed by a Deed of Declaration to be executed by the Seller and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same. The Project in its entirety is in accordance with the provision of the Karnataka Apartment of Ownership Act, 1972, unless the Sellers decides otherwise.

11.4) The Owners' Association will be governed by a Deed of Declaration to be executed by the Seller and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

11.5) 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 '**PEARL @ BRIGADE ATMOSPHERE**' 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 RERA Act 2016 & Rules thereunder.

11.6) The Purchaser/s shall permit the Seller and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'D' Villament 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 'D' Villament 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 'D' Villament who have defaulted in paying their share of the water, electricity and other charges and common expenses.

11.7) That on the Project being handed over to the Association, the Seller shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas,

Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

12) **COMMON MAINTENANCE & CORPUS DEPOSIT**

12.1) The Seller will undertake the upkeep and maintenance of the common areas, amenities and facilities in **'PEARL @ BRIGADE ATMOSPHERE'** in Schedule 'B' Property or entrust the same to any Maintenance Company of their choice for a period of one year from the date of receipt of Occupancy Certificate or handing over of the Project to the Association, whichever is Earlier (**"Official Maintenance Period"**). The Seller is not liable or bound to maintain the common areas or collect the maintenance charges, once the official maintenance period is over. The Purchaser/s shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, amenities and facilities in the building **'PEARL @ BRIGADE ATMOSPHERE'** for the period of one year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchaser/s. The Sellers are not liable for payment of common expenses for the unsold Villaments.

12.2) Building maintenance is applicable from the date of official maintenance as declared by the Seller through Estate manager appointed for the Project. The Seller will decide the Official Maintenance date after essential services like water, electricity and sanitary (temporary or permanent) and other services (lift, fire control system, DG back up, Water Treatment Plant, security, housekeeping, electrical and plumbing services) are in place and Occupancy Certificate is procured for the Project. The Seller will decide the Official maintenance date after considering all the above and after minimum number of Villament as determined by them are occupied. The official date so declared by the Seller is binding on all the Villament owners including Purchaser/s and cannot be questioned by any of them. Few of the amenities and facilities may be completed or becomes operational subsequent to Official Maintenance date. For the Villaments sold subsequently, maintenance is applicable from the date of registration of Sale deed or the date of intimation that possession is ready (whether possession is taken or not) whichever is earlier. In case, Purchaser/s default/s or defer/s payment and in turn defer/s taking over possession, still maintenance shall have to be paid as above, though registration is completed or possession would have been taken subsequently.

12.3) The Seller is liable to take out Contractors' All Risk Policy (CAR Policy) and keep it alive by renewing it from time to time during the stage of construction. Post Occupancy Certificate for the Building, Builder shall take out Fire Insurance Policy for the Building and renew it till the Owners' Association is formed for taking over the Building maintenance. However, the cost of such fire insurance policy including renewal thereof shall be accounted from the maintenance collected from the purchasers. Subsequently, Owners' Association shall keep the Fire Insurance Policy renewed from time to time by paying the renewal fees.

12.4) The Seller will collect building maintenance for initial 12 months period and equivalent amount towards sinking fund at the time of registration or handing over possession as may be decided by him. The Seller will use the maintenance amount so collected for maintaining the common areas or facilities. If the amount collected is fully used up before completion of Official Maintenance date, the Seller is entitled to collect the additional amount from all the Villament owners including the Purchaser/s and Purchaser/s shall promptly pay the same as demanded by the Seller. Owners association will have to be formed before expiry of Official Maintenance date and association so formed will have to take over the maintenance immediately on / before expiry of Official Maintenance date. The Seller is not bound to maintain the building / common area after the expiry of Official Maintenance date. The association will have to collect the maintenance for the period subsequent to the Official Maintenance date and Seller is not bound to do the same. If for any reason, the maintenance collected is not sufficient enough to maintain the building at any time during the Official Maintenance period and Purchaser/s delay the payment of additional amount as sought by the Seller, then in that event Seller is entitled to utilize the Sinking Fund to the extent required and Purchaser/s has/ have given his/her/their express consent for the same. Seller shall be ceased to be responsible for the maintenance of the building immediately after Official Maintenance period is completed and is entitled to withdraw from the maintenance forthwith. Once the Association is formed and common areas are taken over by the Owners' Association, Seller will transfer the maintenance amount unspent and the available sinking fund to the Association. Seller may at their sole discretion, consider interest on the Sinking Fund from the Official Maintenance date at the nationalized bank fixed deposit rate.

12.5) The Seller will undertake the maintenance and upkeep of common areas and roads and facilities in “**PEARL @ BRIGADE ATMOSPHERE**” or entrust the same to any Maintenance Company of their choice and thereafter entrust the same to the Association to be formed by the Owners of Villaments in ‘**PEARL @ BRIGADE ATMOSPHERE**’. Upon such entrustment, Owners Association shall take up any renewal of any licenses for the Project including Fire force from time to time. Seller is entitled to levy / collect 15% services charges plus applicable GST on total cost incurred for maintaining the building. Salary of estate manager for the building shall be debited to the association account.

12.6) The Purchaser/s shall pay to the Seller/the Agency appointed by the Seller “**Common Maintenance Charges**” as specified by the Seller, which shall be calculated @ Rs....per sq. ft. of Saleable area per month for one year. The Seller is not bound to maintain the building after expiry of 1 (one) year. Any tax liability arising out of this shall be borne by the Purchaser/s. The Common Maintenance Charges is payable by the Purchaser/s as aforesaid on issue of a notice of completion of Schedule ‘D’ Villament. With this amount the Seller/Maintenance Agency will maintain the common areas and the facilities in ‘**PEARL @ BRIGADE ATMOSPHERE**’ in Schedule ‘B’ Property from the

date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. The Seller agrees to transfer the maintenance to the Owners Association on its formation and till then the Seller/Agency will run on payment of common expenses to them every month. The Purchaser/s shall pay the Seller/Agency/Owners Association, as the case may be the common maintenance charges, quarterly in advance or as may be billed by the Seller/Agency/Owners Association. However, in the event Seller finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the Seller is entitled to seek proportionate increase in Common Maintenance Charges and in the event, the same is not paid by all the Villament owners, the Seller is not liable to maintain the building and Larger Property anymore.

12.7) The Purchaser/s shall contribute proportionate charges for upkeep and maintenance of the common areas and services in “ **PEARL @ BRIGADE ATMOSPHERE**” by way of monthly maintenance fee which may be collected either quarterly or annually in advance. The monthly maintenance is subject to revision from time to time with periodic escalation. Each of the Purchasers shall contribute proportionate additional amount whenever the amount contributed is exhausted and/or is insufficient for the purpose. Seller is not liable to pay maintenance for unsold units.

12.8) At the time of taking possession of the Schedule ‘D’ Villament, the Purchaser shall pay twelve (12) months’ monthly maintenance fee in advance as above and a further twelve (12) months’ monthly fee as contribution towards “**SINKING FUND**”. The Sinking Fund will be utilized towards minor works and capital expenditure required to be incurred for the maintenance of Common Area and Facilities of “ **PEARL @ BRIGADE ATMOSPHERE**”. In the event 12 months maintenance including interest earned if any is used up and all the Villament owners don’t pay additional amount, Seller is entitled to utilize Sinking Fund with interest earned for day to day maintenance in the interest of the project till the amount is contributed by Villament owners. Villament owners are required to replenish the used up portion without any delay.

12.9) The Purchaser/s shall also at the time of taking possession of Villament, pay “**CAMPUS CORPUS FUND**” which shall be calculated @ Rs..../- per sq. ft. of Saleable Area per month of the Villament as Owner’s contribution for maintenance of ‘BRIGADE ATMOSPHERE’ Campus. The whole of the Corpus Fund made up of the contributions by the purchasers of the Villaments in ‘ **PEARL @ BRIGADE ATMOSPHERE**’ shall be retained by the Seller till the formation of Federation of Associations consisting of all development in “BRIGADE ATMOSPHERE” and transfer the same to the Association so formed in ‘BRIGADE ATMOSPHERE’. The Purchaser/s shall have no right or authority to claim the refund/transfer of the campus corpus fund. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or capital expenditure required to be incurred in ‘BRIGADE ATMOSPHERE’. In the event twelve

months maintenance and sinking fund with interest earned are used up, Seller at their sole discretion may continue to maintain the building by utilizing Campus Fund till the Association takes over maintenance from the Seller. Purchaser/s hereby consent/s for the same.

13) **SELLER'S RIGHT TO DEVELOP THE 'SCHEDULE 'B' PROPERTY':**

13.1) The Seller reserves the exclusive and absolute right, power and authority to develop the remaining portions of the 'Schedule 'B' Property' in various stages from time to time and retain portions thereof for any purpose and exploit the same now or later and deal with the same in the manner they deem it fit in which neither the Purchaser/s herein or none of the purchasers of development or any buildings in the 'Schedule 'B' Property' would have any right or objection or concern therein.

13.2) The Purchaser/s shall have no right or authority or interest of any nature whatsoever in the developments envisaged in the remaining portions of the 'Schedule 'B' Property' and the same are specifically excluded from the scope of this agreement. The Purchaser/s acknowledge/s that the ownership of such land, areas, facilities and amenities shall vest solely with the Builder and/or their transferees and they alone shall have absolute right and authority to deal with the same, including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, lease, joint venture, collaboration or any other mode.

13.3) The Seller as aforesaid will develop residential/commercial/other buildings in balance portions of Schedule 'B' Property' and the Seller reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'B' Property' for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in the Schedule 'B' Property' by the Seller and/or their transferees and/or persons claiming under them.

14. 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 'BRIGADE ATMOSPHERE' and/or in the Schedule 'B' Property as well as not imposing any restriction on the time related to execution of work on the rest of the development. The Purchasers/s shall also not obstruct the Seller from using the roads, pathways, in the Project to develop the lands adjacent to Brigade Atmosphere. The Seller is entitled to maintain site office or its marketing office in Brigade Atmosphere until completion of the entire project and the Purchaser/s have no objection whatsoever towards the same.

15) **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 'C' Property and/or Schedule 'D' Villament 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 'C' Property and 'D' Villament.

16) **NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of 'PEARL @ BRIGADE ATMOSPHERE' in Schedule 'B' Property and/or alter the names assigned to the Towers therein.

17) **INSPECTION:**

The Seller agrees to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project Incharge to the works in the Schedule 'D' Villament 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 or at any time.

18) **DEFECT LIABILITY PERIOD:**

(a) It is agreed that in case any structural defect as per the agreement for sale relating to such development is brought to the notice of the Seller within a period of 5 (five) years from the date of Occupancy Certificate, it shall be the duty of the Seller to rectify such defects without further charge.

(b) Notwithstanding anything contained in the above clause the following exclusions are made for the Defect Liability :

- I. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Seller shall transfer manufacturers guarantees/warranties to the Purchaser/s or association of Purchaser/s as the case may be.
- II. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear.

- III. Any modification with respect to plumbing and electricity done without permission from the Seller;
- IV. Allowable structural and other deformations including expansion quotient.
- V. The terms of work like painting etc., which are subject to wear and tear.

(c) The Purchaser/s shall maintain the Villaments in good tenantable conditions and carry out the internal repairs for the upkeep of the Villaments. The association of the Purchaser/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Seller shall be subject to proper maintenance and upkeep of the Villaments/services and amenities by the Purchaser/s or the association of the Purchaser/s as the case may be.

19) **FIRST CHARGE:**

The Seller shall have the first lien and charge on the Schedule 'D' Villament to be constructed by the Seller under the terms of this Agreement and its Possession shall lie with the Seller until all the payments are made to the Seller by the Purchaser/s under this Agreement and the Schedule 'D' Villament is registered in favour of Purchaser/s.

20) **ASSIGNMENT:**

a) That during the subsistence of this agreement or till the execution of the Sale Deed whichever is earlier, the Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to any one, except with prior written consent by the Seller. The Seller may at their discretion give consent for such assignment subject to what is stated herein. The Seller may at their option permit assignment on charging an assignment fee of **Rs./- (Rupeesonly) per Square Feet to be calculated on Saleable Area or%** of total Sale Consideration, whichever is higher, as its administrative charges and transfer fee for giving such consent. The Seller 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 Villament. Further in the event of such assignment, the Seller shall not be liable to pay any compensation/damages payable by the Seller under any of the terms and/or conditions of this Agreement. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

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

- (i) settling all charges outstanding and payable to the Seller including Service Charges, Sinking Fund Charges, all other payments mentioned in this Agreement and other overdue interest (if any);
- (ii) Causing the new buyer(s) to execute fresh Sale Agreement/Deeds with the Seller (as per the format of the Sellers).
- c) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Schedule 'D' Villament and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Schedule 'D' Villament, in case of a transfer, as the said obligations go along with the Schedule 'D' Villament for all intents and purposes.
- d) In cases where the Purchaser/s has raised bank loan, the Purchaser/s should produce No Objection Certificate from the Bank or financial institution, before assignment is considered by the Seller.

21) **NOTICES:**

- 21.1) 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.
- 21.2) In case there are joint Purchaser(s) all communications shall be sent by the Seller to the Purchaser whose name appears first and at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchasers.

22) **SPECIFIC PERFORMANCE & JURISDICTION:**

- 22.1) Subject to Real Estate (Regulation and Development) Act, 2016, in the event of default by the Seller, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Seller shall be entitled to enforce specific performance of this agreement or take action as per this Agreement. The courts at Devanahalli/Bangalore alone shall have exclusive jurisdiction in all matters relating to this Agreement.

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

23) **INDULGENCE:**

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

24) **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Seller do not create a binding obligation on the part of the Seller or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt of the Agreement by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Seller. If the Purchaser(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and Seller is entitled to go ahead and allot the Schedule 'D' Villament to third party. Purchaser/s expressly consent/s for the same.

25) **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. The Purchaser has understood that brochures/advertisements on “ **PEARL @ BRIGADE ATMOSPHERE**” are conceptual and indicative only, and subject to variation. Only the plan that is annexed to this agreement/construction agreement is final and binding on the parties.

26) **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27) **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.

28) **JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Sellers to the Purchasers whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

29) **SEVERABILITY:**

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

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement 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.

30) **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.

31) **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:**

The Purchaser/s is/are fully aware and acknowledges, understands and agrees that the logos, mark and all drawings, plans, specifications, furnished to the Purchaser/s will remain the exclusive property of the Seller until project is completed and any use of the same without any limitation whatsoever and in any manner whatsoever shape or form by the Purchaser or any other person is expressly prohibited and only the Seller is entitled to do the same in any form, manner for any products and to exploit the same. In violation of the Seller's to the intellectual property by the Purchaser/s in any manner, the Seller, apart from the injunctive relief will also be entitled to be compensated.

32) **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33) **CUSTODY:**

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

: SCHEDULE 'A' PROPERTY:
(DESCRIPTION OF ENTIRE PROPERTY)

All that Property measuring (1) 1 Acre 10 Guntas in Sy.No.5, (2) 4 Acres 18 Guntas in Sy.No.6/1, (3) 1 Acre 22 Guntas in Sy.No.6/2, (4) 1 Acre 22 Guntas in Sy.No.6/3, (5) 2 Acres 06.9 Guntas in Sy.No.6/4, (6) 2 Acres 12 Guntas in Sy.No.7/1, (7) 1 Acre 02 Guntas in Sy.No.7/2, (8) 0 Acre 38 Guntas in Sy.No.7/3 and (9) 1 Acre 20.3 Guntas in Sy.No.7/4, in all measuring 16 Acres 31.2 Guntas all situated in Kurubarakunte Village, Kasaba Hobli, Devanahalli Taluk, duly converted for non-agricultural residential purposes, vide Conversion Orders bearing (1) No.ALN(D)SR.207/1995-96 dated 06/11/1996, Renewal of Conversion Order dated 25/02/2004, (2) No.ALN(D)SR.208/1995-96 dated 06/11/1996, Renewal of Conversion Order dated 25/02/2004, (3) No.ALN(D)SR.209/1995-96 dated 06/11/1996, Renewal of Conversion Orders dated 25/02/2004 and 06/07/2007 and (4) No.ALN(D)SR.210/1995-96 dated 06/11/1996, Renewal of

Conversion Orders dated 25/02/2004 and 06/07/2007, all issued by The Deputy Commissioner, Bangalore Rural District, Bangalore and bounded by :

East : Portion of Sy. Nos. 6/4 & 7/4 retained by the Seller;
 West : Road
 North : Private property comprised of Sy. No. 1 & 4 of Kurubarakunte Village;
 South : Kurubarakunte Road

SCHEDULE 'B' PROPERTY

All that residentially converted property being portion of Survey Nos....., measuring in total __ acres __ guntas approx. (____ Sq. mtrs.) forming portion of the Schedule 'A' Property and shaded in blue colour in the sketch appended to this Agreement as Annexure-I.

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

Land equivalent to _____ **Sq ft** Undivided share, right, title, interest and ownership in Schedule 'B' Property.

SCHEDULE 'D' VILLAMENT: **(DESCRIPTION OF VILLAMENT AGREED TO BE SOLD)**

All that Residential Villament bearing No. _____ in _____ Floor of **Block/Cluster No. ____** Block (as per sanction plan) in '**Pearl @ Brigade Atmosphere**' being built in Schedule 'B' Property and measuring _____ **Sq.Ft** of Carpet area (____ SQM) _____ **Sq ft** of Balcony area (____ SQM) and _____ **Sq ft** (____ SQM) of proportionate share in common areas such as external wall thickness, passages, lobbies, lifts, staircases and other areas of common use, totally measuring _____ **Sq ft** of saleable area (____ SQM) approximately with exclusive right to use and enjoy **One Top Covered Car Parking Space** in the Basement level/ and the Villament is bounded by:

East	:	_____
West	:	_____
North	:	_____
South	:	_____

:SCHEDULE "E": **:RIGHTS OF THE PURCHASER/S:**

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

- 1) The right to own an Villament described in the Schedule 'D' above for residential purposes subject to the terms of this Agreement.

- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the internal road, staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'D' Villament from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'D' Villament through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, through the ducts and pipes provided, however, without altering or damaging the structure, and recognising and reciprocating such rights of the other Villament Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of " **PEARL @ BRIGADE ATMOSPHERE** at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'D' Villament or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Villament purchasers and making good any damage caused.
- 7) The Purchaser/ s hereby agrees to purchase the Schedule 'D' Villament on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Seller /maintenance agency appointed by the Seller or the association of purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of terms and conditions specified by the Seller or maintenance agency or the association of purchaser from time to time.
- 8) Right to use along with other owners of " **PEARL @ BRIGADE ATMOSPHERE**" all the common facilities provided in Schedule 'B' Property on payment of such sums as may be prescribed from time to time by the Seller and/or the Agency appointed by the Seller or Owners Association.
- 9) Right to use and enjoy the common roads, common areas and common facilities in Schedule 'B' Property in accordance with the purpose for which they are

provided without endangering or encroaching the lawful rights of other owners/users.

- 10) Right to make use of all the common roads and passages provided to reach the building in Schedule 'B' Property without causing any obstruction for free movement therein.
- 11) The Purchaser/s shall be entitled in common with the Purchasers of the other Villament/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 12) Right to dispose of Schedule 'C' and 'D' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'C' and 'D' Properties and not separately.

: SCHEDULE "F":

: OBLIGATIONS ON THE PURCHASER/S:

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

- 1) The Purchaser shall make payment on time in terms of Schedule 'G' or ensure that the amount is disbursed by the bank in case the Purchaser is availing the loan/finance.
- 2) The Purchaser/s shall be bound by the following obligations :
 - a) Not to raise any construction in addition to that mentioned in Schedule 'D' above or to structurally alter the Schedule 'D' Villament and to strictly adhere to the restrictions mentioned above.
 - b) Not to use or permit the use of Schedule 'D' Villament in a manner which would diminish the value or the utility therein.

- c) Not to use the space left open after construction in Schedule 'B' Property for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other Villament owners of the Schedule 'B' Property.
 - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the Villaments in Schedule 'B' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'B' above other than as decided by the Seller or Building maintenance company appointed or the Owners Association as the case may be and for ensuring common amenities for the benefit of all concerned.
- 3) The Purchaser/s shall has/have no objection whatsoever to the Seller managing the building in Schedule 'B' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of one year from the date of completion of the Tower/building and thereafter handover the building to the association as soon as it is formed and pending the same, the Seller shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Seller or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'B' Property and also service charges for undertaking the said task. Seller is not obligated to maintain the building after expiry of 1 (one) year. The Owners Association shall have to be formed within 12 months from the commencement of official maintenance and take over the maintenance of the building from the Seller or Maintenance Company as the case may be. Any failure of the Villament owner to so form the Owners Association within a period of 12 months as above will absolve the responsibility of the Builder for maintenance of the Building after the expiry of the official maintenance period.
- 4) The Seller, at its option/discretion, may form Single or Multiple Association in respect of the Project / each of the Residential Buildings built in Schedule 'B' Property including in respect of the Tower/Cluster in which Schedule 'D' Villament is a portion and the Purchaser/s shall become a Member of the Owners' Association in the respective Tower/ s and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required.

- a. The maintenance of the building shall be done by Seller or by a maintenance company until expiry of one year and thereafter by Owners Association and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed.
 - b. Such Association shall be purely for the purpose of maintenance and management of the building and each purchaser shall be the owner of the Villament and the undivided share of land thereof. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in ` **PEARL @ BRIGADE ATMOSPHERE** ' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings. Each of the Associations shall be responsible for the upkeep and maintenance of the respective buildings.
 - c. The Purchaser/s shall pay to Seller the agreed sum per Sq. Feet of Saleable area of the Schedule `D' Villament towards Common Maintenance Charges, Sinking Fund and Corpus Fund on demand which will be utilised for the maintenance works, repairs and major works in the Towers/Development ` **PEARL @ BRIGADE ATMOSPHERE** ' and the unspent sums will be transferred to Federation/the respective associations as the case may be.
 - d. In case of separate owners association representing each of the development parcels in 'BRIGADE ATMOSPHERE', a Confederation of all Owners Associations shall be formed by all the Associations of the buildings for maintenance and upkeep of the common areas in 'BRIGADE ATMOSPHERE' and each of the owners in ` **PEARL @ BRIGADE ATMOSPHERE** ' shall contribute proportionate charges for upkeep and maintenance of the common areas and services in ` **PEARL @ BRIGADE ATMOSPHERE** ' and 'BRIGADE ATMOSPHERE'. Seller is not liable to pay for unsold Villaments.
 - e. The federation shall be responsible for upkeep and maintenance of common areas, roads, and common facilities which are common to all buildings and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in ` **PEARL @ BRIGADE ATMOSPHERE** ' or from the Owners' Association of each Tower/ Cluster.
- 5) The Purchaser/s and other owners of Villaments in the said building shall pay such sums as are required by the Seller or maintenance company or the Association as the case may be towards maintenance and management of the

common areas and facilities in the building and in Schedule 'B' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'D' Villament.

- 6) 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 Villament. However it is the primary responsibility of Purchaser/s to pay the same.
- 7) No Villament 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 Villament and/or facilities in '**PEARL @ BRIGADE ATMOSPHERE**' or in 'BRIGADE ATMOSPHERE'.
- 8) The Purchaser/s in the event of leasing the Schedule 'D' Villament shall keep informed the Seller or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'D' Villament and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in '**PEARL @ BRIGADE ATMOSPHERE**'.
- 9) The Purchaser/s shall use the Villament as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 10) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the Villament, in the same form as the Seller construct and not at any time alter the said elevation in any manner whatsoever.
- 11) The Purchaser/s shall keep the Villament, 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 Seller or Maintenance Company or Association of

Villament Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Villament and especially with regard to the external and common walls shared by the Villament Owners.

12) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the building and in the said Villament that:

- a) The name and/or Villament number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Seller at a place earmarked for the said purpose and at the entrance door of the particular Villament but at no other place in the building and the number shall not be altered.
- b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the Villament.
- c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said Villament though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said Villament.
- d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
- e) Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, such construction may be carried out by and/or at the discretion of the Sellers. The Purchaser/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.

13) 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 Seller for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

14) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'B' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Holders of the

other Villament/s in the building, to use and enjoy the common areas and facilities listed hereunder:

- a) Entrance and Common Passages;
- b) Lifts/Pumps/Generators of the Tower;
- c) Other Common facilities including Club House;
- d) Club House on membership basis and on compliance of byelaws formed for the Club.

- 15) The Purchaser/s is/are aware that the exclusive right of use of covered/uncovered/stacked or mechanical car parking space in the Basement levels/Ground Level will be allotted by the Seller to the various Villament Owners and that the right of use so allotted shall vest solely in the respective Villament Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 16) The Seller will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'D' Villament is situated.
- 17) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of Villaments comprised in '**PEARL @ BRIGADE ATMOSPHERE**'.
- 18) The Purchaser/s shall keep the Villament, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Villament in the event of there being any complaint from the Villament Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said Villament of the Purchaser/s.
- 19) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'B' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'B' above.
- 20) The Purchaser/s of Villaments in '**PEARL @ BRIGADE ATMOSPHERE**' and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Villaments and parking spaces in the building and Purchaser/s specifically shall not:-

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the Villament/parking space which in the opinion of the Seller or the Owners' Association differ from the color scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the Villament or break open any existing internal walls.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule `B' Property or common expenses for maintenance of the ' **PEARL @ BRIGADE ATMOSPHERE**' and the Campus maintenance.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule `B' Property any lorry or any heavy vehicles.
- i) Use the Villament or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.
- k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- l) Throw any rubbish or used articles in Schedule `B' Property other than in the Dustbin provided in the property.
- m) Undertake any interior decoration work or additions, alterations inside the Villament involving structural changes without prior consent in writing of the Sellers.

- n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Villament Owners in the building of **` PEARL @ BRIGADE ATMOSPHERE'`**.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **` PEARL @ BRIGADE ATMOSPHERE'`**.
 - p) Trespass into other residential buildings in **` PEARL @ BRIGADE ATMOSPHERE'`** or misuse the facilities provided for common use.
 - q) Use the Schedule 'D' Property as a transit Villament or service Villament and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'D' Villament for training any skill or art or occupation or conduct any teaching classes.
- 21) The Sellers reserve the exclusive and absolute right to display hoarding/s on all or any of the Towers and the terraces and/or in any part of the land and/or buildings in Schedule 'B' Property. Neither the Purchaser/s nor the Association/s to be formed in the Towers/federation shall have the right to question the said acts of Seller and/or their transferees or persons permitted by them. The Purchaser/s specifically consent for the above.
- 22) The use of the club house, swimming pool 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 may 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.
- 23) 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 **' PEARL @ BRIGADE ATMOSPHERE'`** in Schedule 'B' Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Seller or Agency maintaining the common areas and facilities in **` PEARL @ BRIGADE ATMOSPHERE'`** or by the Owners Association or by Federation.
- 24) The Purchaser/s shall not keep any cattle/livestock in the Schedule 'D' Villament or in Schedule 'B' Property and Purchaser/s shall keep all the pets confined within the Schedule 'D' Villament and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building. The Purchaser / occupant shall use dog waste bags / Poop bags to clean up / disposal of the Pet poop.

- 25) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Villament and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
- 26) The Purchaser/s shall not use the Villament/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Seller and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Villament/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
- 27) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'B' Property and in the Villament Building in common with the other Villament Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Villament Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Villament Owners in the Building.
- 28) The common areas and facilities shall remain undivided and no Villament owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'B' Property.
- 29) 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 Villament owners in the '**PEARL @ BRIGADE ATMOSPHERE**'.
- 30) The Purchaser/s shall pay to the Seller or maintenance company or Owners' Association as the case may be the following expenses on prorata basis.
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the '**PEARL @ BRIGADE ATMOSPHERE**' including the cost of Annual Maintenance Contract for these equipments;

- b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in ` **PEARL @ BRIGADE ATMOSPHERE**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, and basement and open places in '**PEARL @ BRIGADE ATMOSPHERE**';
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and color washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule `B' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in '**PEARL @ BRIGADE ATMOSPHERE**'.
 - h) All taxes payable, service charges and all other incidental expenses in general.
- 31) The Purchaser/s should pay promptly the Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to all developments in Schedule `B' Property) periodically or as and when demanded by the Seller/Maintenance Agency/Owners' Association as the case may be.
- 32) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule `D' Villament and completion of development of Schedule `B' Property.
- 33) The Purchaser/s has/have agreed that within the Schedule `B' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plan, storm water drainage, electric poles, etc., will always remain the property of the Seller until entire development in Schedule `B' 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 Seller.

- 34) The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project in ` **PEARL @ BRIGADE ATMOSPHERE**'. The development/construction shall be in progress at all times of day and night and even on holidays.
- 35) The Purchaser/s shall not object to the location/installation or setting up of Transformer/s and other equipment/s for supply of electricity, water and sanitary facilities, Gas bank, security cabins, surveillance system, STP and DG Set Exhausts, Humps for reduction of speed of vehicles, water tank filling facility, diesel tank filling facility, signage boards, fire extinguishers, wet-risers, sprinklers, boom gates/barriers, Antennas and equipment's for data and communication facilities. It is specifically agreed between the parties that spaces below Ramps and niches below building foot prints shall belong to the Seller and the Purchaser/s shall have no objection whatsoever to the way the Seller uses the spaces or deals with it in ` **PEARL @ BRIGADE ATMOSPHERE**'.
- 36) The Purchaser/s shall not object to the rights of the Seller in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'D' Villament in the Schedule 'B' property. The decision of the Seller in this regard shall be final and binding on the Purchaser/s.
- 37) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Villament may come, doth/do hereby covenant with the Seller as follows:-
 - a. To maintain the said Villament at his/her/their own cost in good and tenable condition, from the date the said Villament is taken and shall not do or suffer to be done anything in or to the building in which the said Villament is situate, 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 Villament is situated and in the said Villament itself or any part thereof.
 - b. Not to store in the said Villament any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said Villament is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or

any other structure of the said building including the entrance of the building. The Purchaser/s on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.

- c. To carry at his/her/their own cost, all internal repairs to the said Villament and to maintain the said Villament in the same condition, state and order in which it was delivered by the Sellers to the Purchaser/s and shall not do or suffer to be done anything in or to the said building or the said Villament which may be against the rules and regulations and bye-law of the concerned authority / authorities. 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.
- d. Not to demolish or cause to be demolished the said Villament 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 Villament is situated and shall keep the portion, sewers, drains pipes in the said Villament and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Villament is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Villament without the prior written permission of the Sellers.
- e. Not to put any object or keep flower pot outside the windows or on the projection area of the said Villament. Outdoor Air conditioning equipment can be fixed at the area pre approved by the Sellers.
- f. Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Villament is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Villament.
- g. To pay within 7 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 Villament is situated.

:SCHEDULE 'G':

The consideration for sale of Schedule 'C' & 'D' Properties is Rs._____/-. The Purchaser/s has/have paid the Seller Rs._____-/- by way of part payment towards sale price and the balance amount shall be payable in the following manner.

Note: (1) Expenses towards stamp duty, registration charges, legal fee, VAT, GST and service taxes as applicable and any other statutory levies, Township Infrastructure charges of Rs. ____/- per square foot of super built-up area, club membership fees, services charges towards property assessment and sub-numbering, advance maintenance charges, Sinking Fund, one time corpus fund for campus maintenance and maintenance deposit/corpus as detailed or referred to in the Allotment letter and elsewhere in this Agreement will be extra and is to be borne and paid by the Purchaser.

(2) All the payments mentioned here above shall be paid by way of Cheque or Demand Draft payable at par in Bangalore drawn in favour of "BCV Developers Private Limited" only. In case of outstation cheques, clearance charges will be debited to the Purchaser's account.

SCHEDULE "H"
:SPECIFICATIONS:
“ PEARL @ BRIGADE ATMOSPHERE”
STANDARD SPECIFICATIONS

SPECIFICATION OF THE PROJECT – PEARL AT BRIGADE ATMOSPHERE - RESIDENTIAL PROJECT		
	Description	Proposed
1	FOUNDATION	Isolated/ Combined footing
2	SUPER STRUCTURE	RCC structure
3	FLOORING	
<u>COMMON AREA:</u>	Waiting lounge /reception /GF Lobby /lift lobby	Granite/Vitrified tiles
	Staircases	Cement STEP TILES /Cement FINISH
	Other lift Lobby	vitrified tiles
	Service lift lobby	vitrified tiles/cement tiles
<u>UNITS:</u>	Living / Dining / Family / Foyer/bedroom /kitchen /utility	Vitrified tiles
	Balcony / deck	ceramic tiles
	Toilets	Ceramic tiles
	Maids room and toilet	ceramic tiles
4	WALL DADO	
	Kitchen	provision for modular kitchen(no granite slab/no dado will be provided)
	Toilets	Glazed/ Ceramic tile cladding up to false ceiling
5	KITCHEN	
	a. Counter	provision for modular kitchen (granite Counter and sink will not be provided)
6	TOILETS:	
	CP Fittings	chromium plated fittings in all bathrooms
	Sanitary fixtures	EWC/wash basin of standard reputed make
7	DOORS:	
	Main door /internal doors	Timber Frame with flush shutter
	Balcony door	UPVC/Aluminium
8	WINDOWS	UPVC/Aluminium
9	PAINTING & FINISHES	

	a) Exterior finish	external grade emulsion
	b) Internal wall and ceiling Finish	OBD /Emulsion/cement paint
	c)railings	Enamel paint
10	ELECTRICAL	
	units	Concealed wiring with modular switches , sufficient power outlets for tv , fan and light points
	DG Backup*	50% DG back up for units and 100% for common areas
11	VERTICAL TRANSPORTATION	Lifts provided As per design
12	FIRE	As per fire norms
13	Solar water heater	Only for top 2 floors

The specifications, amenities and facilities are subject to variations, modifications and substitutions as may be recommended by the Developer's Architect. E&OE

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

WITNESSES:

1)

SELLER

2)

PURCHASER/S

Drawn by

Advocate