



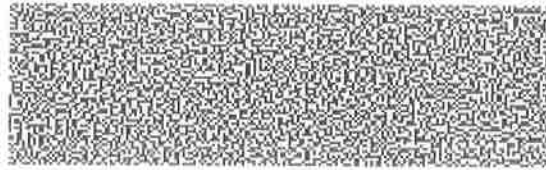
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Government of Karnataka

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|---------------------------|---|
| Certificate No. | IN-KA91581315554138R |
| Certificate Issued Date | 12-Apr-2019 11:44 AM |
| Account Reference | SHCIL (FI)/ ka-shcil/ KORAMANGALA2/ KA-BA |
| Unique Doc. Reference | SUBIN-KAKA-SHCIL13428054994862R |
| Purchased by | AKASH KUMAR GUPTA AND RITU RAMAN |
| Description of Document | Article 5 Agreement relating to Sale of Immoveable property |
| Description | SALE AGREEMENT |
| Consideration Price (Rs.) | 0 (Zero) |
| First Party | MANA PROJECTS PVT LTD |
| Second Party | AKASH KUMAR GUPTA AND RITU RAMAN |
| Stamp Duty Paid By | AKASH KUMAR GUPTA AND RITU RAMAN |
| Stamp Duty Amount(Rs.) | 1,100 (One Thousand One Hundred only) |



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For Mana Projects Pvt Ltd

Authorized Signatory

Akash Kumar Gupta
Ritu Raman

Stamp Duty Alert

Stamp Duty is a tax levied on the transfer of immovable property. It is a duty payable by the transferor. The stamp duty is a tax levied on the transfer of immovable property. It is a duty payable by the transferor. The stamp duty is a tax levied on the transfer of immovable property. It is a duty payable by the transferor.

AGREEMENT OF SALE

THIS **AGREEMENT OF SALE** IS ENTERED INTO AT BANGALORE ON THIS **12TH DAY OF APRIL, 2019,**

BY:

M/S. MANA PROJECTS PRIVATE LIMITED,

PAN : AAFCM8997G

A Private Limited Company incorporated
under the Companies Act 1956

Having its registered Office at

No. 20/7, "Swamy Legato", 3rd Floor

Kadubeesanahalli, Marathahalli Outer Ring Road

Bangalore-560103.

Represented by it's Managing Director

Mr.D.Kishore Reddy.

Hereinafter referred to as the "VENDOR/DEVELOPER",

(Which expression wherever it so requires shall mean and include his legal representatives, administrators, successors-in-interest, nominees, executors and assigns etc.) of the **FIRST PART;**

IN FAVOUR OF:

Mr. AKASH KUMAR GUPTA

S/o. Mr. MANOJ KUMAR GUPTA

Aged about: 30 years

PAN No: BBNPG2561F

Mrs. RITU RAMAN

W/o. Mr. AKASH KUMAR GUPTA

Aged about: 29 years

PAN No: BELPR4060R

Residing at: HOUSE NO- 1207/A, HOUSE NO- 302, 25TH B MAIN, A CROSS, HSR LAYOUT, BANGALORE - 560 102.

Hereinafter referred to as the "PURCHASER".

(Which expression wherever it so requires shall mean and include his/her/their/its legal heirs, representatives, administrators, successors and assigns etc.) of the **SECOND PART;**

WITNESSES AS FOLLOWS:

I. WHEREAS, the VENDOR is the absolute owner of all that peace and parcel of the Property bearing Sy.No.49, measuring 8 acres 10 guntas and 20 guntas of kharabland is duly converted for non-agricultural residential use through Official

For Mana Projects Pvt. Ltd.
[Signature]
Authorized Signatory

[Signature]
Ritu Raman

Memorandum bearing No.ALN (EVH) SR352/2007-08, dated 10.11.2008, Situated at Chikkanayakanahalli Village, VarthurHobli, Bangalore East Taluk, which is more fully described herein below and herein after referred to as the "Schedule A Property".

II. WHEREAS, the VENDOR has acquired the "Schedule A Property" from Smt.K.Sayiranithrough a Registered Sale deed bearing Document No.INR-1-00061-2015-16, Stored in CD No.INRD139, dated04-04-2015, in the office of Sub-registrar, Shivajinagar, Bangalore.

III. WHEREAS, M/S. MANA PROJECTS PRIVATE LIMITED, represented by its Managing Director Mr.D.Kishore Reddy, the Vendor herein being the absolute owner of the Schedule 'A' Property got all the revenue records transferred in his name in the concerned Revenue Authority.

IV.WHEREAS, M/S. MANA PROJECTS PRIVATE LIMITED, Represented by its Managing Director, Mr.D.Kishore Reddy, the Vendor/ Developer herein intending to develop the Schedule 'A' property into a residential apartment complex and formulated a scheme for developing the Schedule 'A' Property by construction and sale of Residential flats to be built on the Schedule 'A' Property (hereinafter referred to as the "said scheme of development") where under a purchaser of an undivided right, title and interest in the Schedule 'A' Property will be allotted the right to construct or cause to be constructed by the VENDOR/DEVELOPER, own and enjoy, a specific residential apartment in the building to be constructed on the Schedule 'A' Property and car parking unit/s under the said scheme of development and such purchaser/s shall secure the construction of such apartment and car parking unit/s through the VENDOR/ DEVELOPER herein, who is constructing an integrated multistoried apartment building complex with common entrances, staircases, lifts, passages etc., pursuant to the scheme formulated herein and such purchaser/s of undivided right, title and interest would own their share of undivided land as Co-Owners with other buyers of the undivided land and have a specific Residential Apartment constructed thereon by the DEVELOPER.

V.WHEREAS, as per the "said scheme of development" of Schedule 'A' Property the VENDOR /DEVELOPER has obtained approved Construction Plan from Bangalore Development Authority, bearing No. **BDA/TPM/DLP-15/2014 -15/4179/2015-2016** dated 11.02.2016.

VI.WHEREAS, the Vendor has furnished all the title deeds, documents, statutory approvals and approved construction plan to the Purchaser/s to carry out legal due-diligence to ascertain clear and marketable title of the Vendor. Based on the legal due-diligence and being satisfied over the title of the Vendor pertaining to the Schedule 'A'


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property the Purchaser/s has/have requested the Vendor to allot him/her/them the undivided share of land proportionately intended to be purchased by the Purchaser/s which is more fully described in the Schedule "B" written hereunder and hereinafter referred to as the Schedule "B" Property with a right to get the Schedule 'C' Property constructed by the VENDOR/DEVELOPER. And also to allot the proposed Flat to be constructed as per the sanction plan of the proposed building and the Purchaser/s accordingly has/have entered into a construction agreement on this date for the construction of the aforesaid flat and the said flat is more fully described in Schedule 'C' written hereunder and herein after referred to as the Schedule "C" Property and the said Construction Agreement is hereinafter referred to as the "Construction Agreement".

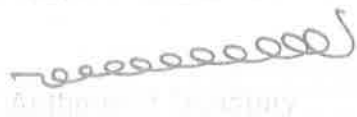
VII. WHEREAS, the purchaser/s for this purpose, is/are intending to purchase **486** sq ft share of undivided interest in Schedule 'A' Property along with the right to construct and own Schedule 'C' Apartment and has/have therefore approached the Vendor for sale of the aforementioned share of undivided interest in the Schedule "B" Property.

VIII. WHEREAS, the Vendor has accordingly agreed to sell the Schedule 'B' Property to the purchaser/s with a right to construct and own Schedule 'C' apartment along with the terms and conditions of the aforesaid construction agreement and the purchaser/s has/have agreed to purchase the same on certain terms and conditions as mutually agreed between the parties.

IX. NOW THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. SALE PRICES PAYMENT SCHEDULE:-

- a) In pursuance of the above, the purchaser/s agreeing and undertaking to comply with all the terms & conditions, stipulations and restrictive covenants contained in Schedule 'B' and 'C', the Vendor has agreed to sell, the share of undivided interest and the Purchaser/s has/have agreed to purchase the Schedule B Property along with the right to construct and own Schedule 'C' apartment for a sale consideration of **Rs.10,93,500/- (Rupees Ten Lakhs Ninety Three Thousand Five Hundred Only)**. The said sale consideration amount and modes and stages of payment of sale consideration are briefly described in the Schedule 'E' of the Construction Agreement.




- b) The Purchaser is liable to pay TDS in terms of section 194IA of Income Tax Act, when the payment is for purchase of Flat/immovable property of the value of Rs.50 lakhs or more, the tax deduction has to be done at the rate of 1 percent for which Form No.26QB has to be filled up and there has to be e-payment of such tax using electronic payment facility at any of the authorized bank. The Purchaser has to give the Form No.16B, Payment Challan and 26QB acknowledgement copy to the Owner/Developer within 15 days from the end of the month in which purchaser paid the installment or advance for the purchase of Flat/immovable property.
- c) The Purchaser/s has/have already paid the booking amount to be considered as advance amount as described in the Schedule 'B' herein, and the receipt of which the vendor has already acknowledged by separate receipt and also hereby confirms and acknowledges the same. The purchaser/s shall pay the balance sale consideration amount for the schedule C property as detailed in Schedule 'E' of the Construction Agreement.
- d) The purchaser/s hereby specifically agrees that the payment of balance sale consideration amount is the essence of this agreement and there shall be no delay in payment of the balance sale consideration as mentioned in the said Schedule 'E' of the Construction Agreement and also shall make payments as per the schedule of payment in said construction agreement for the construction of schedule 'C' apartment to be constructed within the stipulated period contained therein. The Purchaser/s understand/s and is/are well aware that any default in payment of the balance sale price shall affect the said "scheme of development" as there are other intending purchasers who have joined the "said scheme of development" agreeing to abide by the schedule of payment. The Purchaser/s specifically agree/s that the time for payment of the balance sale price is the essence of the contract in view of the said scheme of development.
- e) Every payment under this Agreement including payments of the balance sale price shall be made by cheque or demand draft payable at Bangalore. If cheque or demand draft is payable outside Bangalore, then the bank collection charges will be debited to the Purchaser's account and the credit for the payment made will be

for Mana Projects Pvt Ltd




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considered on actual credit of the amount from the bank. The collection charges will also become liable to be paid by the Purchaser/s. In this regard the date of credit of the amount into the account of the Vendor will be considered as the date of payment by the Purchaser/s and interest will become payable from the due date.

- f) The registered Sale deed for conveying schedule B & C property shall be executed by the VENDOR/DEVELOPER subject to the purchaser/s paying all amounts due under both the agreements, i.e., the agreement of sale and the Construction Agreement.

2. THE VENDOR/DEVELOPER COVENANTS WITH THE PURCHASER/S THAT:

- a) That the VENDOR/DEVELOPER is the sole and absolute owner in possession and enjoyment of the Schedule 'A' Property and that the VENDOR/DEVELOPER has clear and absolute marketable title to the Schedule 'A' Property and none other than the VENDOR has any right title or interest over the Schedule 'A' Property.
- b) That the Schedule 'A' Property is free from all kinds of encumbrances, restrictive covenants, lis-pendence, acquisition and requisition, proceedings, statutory dues, court attachments or claims of any other nature whatsoever.
- c) The VENDOR/ DEVELOPER hereby indemnify against all losses, damages, that may be caused to the PURCHASERS on any account of any defect in title or whatsoever that may arise in respect of the SCHEDULE "B" & "C" PROPERTY hereby conveyed or any portion thereof, whether as a result of any act or deed done, caused to be done or omitted to be done by the VENDOR or their predecessors-in-title or in any other manner. The VENDOR do hereby undertake to do or cause to be done hereafter at the request of the PURCHASERS in respect of the Purchasers title as herein covenanted.
- d) That the VENDOR will convey the Schedule "B" Property with clear and marketable title free from all encumbrances what so ever to the purchaser/s and VENDOR/DEVELOPER shall not do any act, which would prohibit the VENDOR/DEVELOPER from vesting absolute ownership to the Purchaser/s.

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- e) The VENDOR/DEVELOPER shall execute and register a Deed of Sale in favour of Purchaser/s in respect of Schedule "B & C" Property and the VENDOR/DEVELOPER hereby undertakes to do, execute and perform all acts, deeds and things that may be necessary for effectively conveying the title of the Schedule "B & C" Property to the Purchaser/s, after compliance by the Purchaser/s of all the terms of this Agreement mentioned herein and after payment of all sums mentioned in Schedule 'E' of the Construction Agreement and as per the terms and compliance of payment schedule in the said Construction Agreement.
- f) That the VENDOR/DEVELOPER shall deliver a set of photo copies of the documents of title with respect to the Schedule 'A' Property to the Purchaser/s. The original title deeds and documents shall be delivered by the VENDOR/DEVELOPER to the Association of Owners as and when formed as per law.
- g) That the VENDOR/DEVELOPER shall obtain Occupancy Certificate after completion of the Project from the concerned authority by compliance of all obligations within a reasonable period. The Vendor/Developer shall make every effort to obtain Occupancy Certificate within a reasonable period after completion of the project, however the Vendor/Developer shall not be responsible for delay caused by the statutory authority in obtaining Occupancy Certificate. The Purchaser shall not be entitled to claim any damages/losses against the Vendor/Developer for any delay in providing the same.

3. THE PURCHASER/S COVENANT/S WITH THE VENDOR/DEVELOPER AS FOLLOWS:

- a) That the Purchaser/s shall not be entitled to claim conveyance of the Schedule 'B' & 'C' Property until the Purchaser/s fulfill/s and perform/s all his/ her/ their obligations and completes all payments under this Agreement and the said Construction Agreement.


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- b) That the Purchaser/s will bear the cost of Stamp duty and registration charges, legal expenses and other miscellaneous expenses incidental for conveying the Schedule 'B' & 'C' Property in his/ her/ their favour.
- c) That the Purchaser/s has/have inspected and undertaken necessary legal due-diligence on the title deeds and documents pertaining to the Schedule 'A' Property and has/have entered into this Agreement after being satisfied about the clear, absolute and marketable title of the Vendor relating to the Schedule 'A' Property and the Scheme of development formulated by the Vendor.
- d) In the event of termination of this Agreement for any reasons whatsoever, the Vendor shall forfeit as liquidated damages 10 % of the entire sale price under this Agreement. The Vendor shall there upon be entitled to deal, in any manner, with the Schedule 'B' & 'C' Property including selling the same to any third party on any terms and conditions it may deem fit, without any further reference to the Purchaser. The balance amount due to the Purchaser, if any, after forfeiting 10 % as above said, it shall be paid by the Vendor to the Purchaser within 1 month of the disposal of the Schedule 'B' & 'C' Property. On termination of this Agreement by the Vendor, the said Construction Agreement executed between the parties shall also stand terminated without any necessity of executing any further documents. In the event, the amount to be forfeited is more than the amount paid by the Purchaser under this Agreement, then the Vendor/Developer shall have the right to claim the difference between the amount paid and the liquidated damages from the Purchaser as per Law.

4. NAME OF RESIDENTIAL APARTMENT COMPLEX.

The name of the multi storied residential apartment complex shall be **"MANA TROPICALE"** and the same shall not be changed / altered / modified under any circumstances or for any reason what so ever. The display of the said name shall be maintained FOREVER as provided and displayed by the Vendor/Developer at such places as earmarked by the Vendor/Developer.




5. PAYMENTS BY THE PURCHASER/S APART FROM SCHEDULE 'E'.

- a) The stamp duty on this agreement of sale and said construction agreement & the stamp duty, registration fee and legal service charges including other miscellaneous and incidental expenses there to prevailing at the time of registration of sale deed for conveying Schedule 'B' & 'C' Property in favour of the Purchaser.
- b) If for any reason what so ever if the sale deed to be executed in favour of the purchaser is undervalued and if notice for recovery of appropriate stamp duty and registration fee is issued by the Special Deputy Commissioner for Detection of Under valuation of Stamp Duty or from any other competent or concerned authority, the same shall be dealt by the Purchaser at the cost of the Purchaser and the Vendor shall have no liability with respect to the claims therein.
- c) The cost of Khatha transfer and other miscellaneous expenses relating thereto.
- d) Service Tax and / or any duty or levy that may be payable for the Schedule "C" Property.
- e) Maintenance charges as applicable briefly described in clause 11 herein.
- f) The Purchaser/s shall be liable to pay the property taxes, cesses and all other outgoings in respect of the Schedule "C" Property from the date of the Schedule "C" Property is ready for occupation as set out in the notice to be sent to the Purchaser/s or from the date of registration of Sale Deed whichever is earlier.

6. SCOPE OF SALE OF SCHEDULE 'B' PROPERTY.

- a) The sale of the Schedule 'B' Property to the Purchaser/s shall be TO ENABLE THE PURCHASER/S TO CONSTRUCT, OWN AND PURCHASE the Schedule 'C' Apartment under the "said scheme of development".
- b) The Purchaser/s shall get the schedule 'C' property constructed only as per the terms and conditions stipulated in the said Construction Agreement executed on

For Mada Projects Pvt. Ltd.




 For Mada Projects Pvt. Ltd.

this day along with this agreement to sell and only through the Vendor/Developer who is the First Party herein and no one else.

- c) The Purchaser/s hereby specifically agree/s that the schedule 'B' property is not physically divisible and shall not seek partition / separate possession / division of the Schedule 'B' Property under any circumstance. It is agreed and confirmed by the Purchaser/s that the Schedule A Property will be held by all the apartment owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective registered Deed Of Conveyance and all common areas such as lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartment owners.
- d) The Purchaser/s has/have agreed to the "said scheme of development" and has/have executed this agreement to sell and the said construction agreement, does hereby agree and acknowledge that the Vendor and the Purchaser/s has/have executed this Agreement to sell on consideration that the Purchaser/s has/have also this day executed a Construction Agreement for construction of Schedule 'C' Property to be read together and which is co-terminus with this agreement and termination of any one of the Agreements shall automatically lead to the termination of both the agreements with consequences provided in the respective agreement.

7. ASSIGNMENT.

- a) The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor. It is specifically made clear that the Vendor shall exercise his discretion to give consent for any assignment by the Purchaser/s as this contract is exclusive in nature. It is also agreed that in the event the Vendor gives consent for assignment of Purchaser/s right / interest in this Agreement, such Assignee/s shall comply with all the terms and conditions which the Purchaser/s is/are required to comply and Vendor shall be entitled to charge Rs.200/- per Sq.ft., of the Schedule 'B' & 'C' property as their administrative charges and transfer fee for giving such consent.

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- b) It is agreed by the Purchaser/s that this agreement and the Construction Agreement are co-terminus in nature, the Purchaser/s shall not be entitled to assign either of these agreements independently without assigning the other Agreement i.e., the Purchaser/s shall not be entitled to assign his/her/their rights under this Agreement to sell without assigning his/her/their rights under the Construction Agreement and vice versa. 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.

8. TITLE DEEDS.

- a) The Vendor provided to the Purchaser, the photocopies of title deeds and documents pertaining to the Schedule 'A' property along with copies of statutory approvals for development of Residential apartment complex for Legal Due-diligence and the Purchaser/s after being satisfied with the title of the Vendor has/have entered into this Agreement of Sale and Construction Agreement.
- b) If the Vendor requires financial aid for development, Vendor shall secure the same from any bank or financial institution and shall obtain NOC from such bank or Financial Institution at the time of sale of Schedule 'B' & 'C' property in favour of the Purchaser.
- c) The Vendor shall immediately after completion of the project or if mortgaged immediately after closing such loan and securing original title deeds shall hand over all the title deeds and documents pertaining to the Schedule Property to the Apartments Owners Association formed as per Law.

9. EXECUTION OF SALE DEED:

- a) The Vendor and Developer hereby agree to execute the registered Sale Deed in favour of the purchaser for conveying Schedule 'B' & 'C' property in terms of the draft formulated by Vendors counsel for the sake of maintaining uniformity of sale deeds among all co-owners of the Residential Apartment Complex, only after all the terms and conditions are adhered to mentioned herein and in the said construction

For Mana Projects Pvt



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agreement. The Purchaser/s agree/s not to claim conveyance of Schedule 'B' & 'C' Property till compliance of both the agreements.

- b) The parties hereto shall co-operate and co-ordinate with each other for registration of the sale deed in pursuance of this agreement of sale. The sale deed registration process shall be carried out by the Vendor's counsel only and the purchaser/s is / are liable to pay the expenses and professional fees stipulated by the builder with regard to the same and the Purchaser/s hereby agree/s to the same.

10. RIGHTS AND RESTRICTION ON USAGE.

- a) The Purchaser/s hereby agree/s to own and enjoy Schedule 'B' & 'C' Property and common areas and amenities in common with other owners or purchasers of undivided shares in Schedule 'A' Property and shall be entitled to all such Rights stated in Schedule 'D' herein and the Purchaser/s shall be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' & 'E' hereunder are common to all apartment owners. The Vendor / Developer at their discretion shall be entitled to confer additional benefits and rights to specific Purchaser/s.
- b) It is hereby agreed and confirmed that the Schedule A Property, on which the multi storied residential apartment complex is to be constructed, will be held by all the apartment owners as Co-Owners, each having an undivided share therein, as per the terms and conditions mentioned herein and to be mentioned in the Deed of Conveyance to be obtained from the VENDOR and all passages, lobbies, stair-cases, roads, water lines, sewer lines as also the other areas which are used in common by the Apartment Holders, will belong to and vest in the apartment owners to be used by all of them jointly and in common (other than the areas earmarked for car parking / garden).
- c) The Purchaser/s specifically agree and confirm not to seek partition or division or separate possession of the Schedule 'B' Property and shall not call in question or dispute the sale price that will be settled with the Purchasers of the remaining undivided share in Schedule 'A' Property.

for Mans Projects Pvt. Ltd.

 Authorized Signatory


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- d) The Purchaser/s agrees that the Vendor reserves right to allot for consideration, exclusive car parking rights or slots to the purchaser/s that specifically seek or apply for the same. The Purchaser/s shall not have any right to object such allotment made by the Vendor.
- e) The Purchaser/s shall have no objection in any manner in the Vendor Transferring Developmental Rights or utilizing Transfer of Developmental rights from any other source to put up a construction in any of the blocks in Schedule 'A' property.

11. MAINTENANCE:

- a) The Purchaser/s shall pay to the Developer or Maintenance Company or Owners' Association as the case may be, proportionate sums for maintenance of common areas and facilities.
- b) The developer shall undertake maintenance and upkeep of common areas and amenities in the residential apartment complex constructed on Schedule 'A' Property or entrust the same to any Maintenance Company at their discretion for a period of One year from the date of completion of the respective Block and thereafter entrust the same to the Association to be formed by the Owners of Apartments.
- c) The Purchaser/s shall be liable to proportionately share and pay for the common expenses/maintenance expenses to the Developer / the Agency appointed by the Developer for maintenance of all the common areas and facilities from the date possession of the Apartment is ready, for which a notice is served on the Purchaser/s or possession is handed over or deemed to have been handed over.
- d) The Purchaser/s shall pay Annual Maintenance charges in advance to the Developer/ the Agency appointed by the Vendor at the rate of Rs.5/- per sq. ft. on the super built-up area of the Apartment. This amount shall be used by the Builder/Maintenance Agency to maintain the common areas, amenities and the facilities for a period of One year from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. After the expiry of One year, the Builder agrees to transfer the maintenance of the common

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areas and amenities to the Owners Association on its formation. The Purchaser/s shall after One year pay the Developer / Agency / Owners association as the case may be proportionate maintenance charges as billed by the Agency or Owners Association.

- e) The Purchaser/s shall permit the Developer 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 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and up keeping in order and condition all services, drains, etc and also for the purpose of disconnecting the supply of water and electricity and other facilities etc., to such individual Apartment who has / have defaulted in paying water, electricity and common maintenance charges.

12. SCOPE OF AVAILING LOAN.

- a) The Purchaser/s, if the need be, can avail loan facilities for financing purchase of schedule 'B' & 'C' properties at their discretion from any of the Banks or Non-Banking Finance Institutions and shall be solely responsible for completing all required formalities necessary therein.
- b) The Vendor agrees to sign and execute Tripartite Agreements if necessary and the Purchaser/s shall complete all such necessary procedures and get the loan sanctioned and disbursed within 15 days from this day. The delay in availing loan facility by the Purchaser/s shall not be a reason for waiver of Purchaser/s liability herein or for delay in payments as per Schedule 'E' in said Construction Agreement.
- c) The Vendor shall be in no way responsible in any manner what so ever for the failure of the Purchaser/s to avail loan for financing payments under this agreement to sell and said construction agreement.

For M/s Projects Pvt

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13. DELAY IN ENFORCEMENT.

Any Delay by the Vendor in enforcement or taking action or time granted against any breach of terms agreed up on or delay in payments to be made by the Purchaser/s as per Schedule 'E', shall not be construed as a waiver by the Vendor and the same shall not prejudice the right of the Vendor in enforcing this agreement.

14. DEFECT LIABILITY PERIOD

In case of any structural defect, if it is brought to the notice of the Vendor by the Purchaser/s within 12 (Twelve) months from the date of handing over of the possession, Vendor shall rectify such defects without further charges.

15. AMENDMENT:

This agreement shall be amended only by a written agreement signed by both the parties.

16. SEVERABILITY.

If for any reason or event that any provision of this Agreement is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise not enforceable or indications of the same are received by either of the parties from any, relevant competent authority, then the parties herein shall:

- a) Such provision shall be amended in such manner so as to reflect the intention of the parties and the same shall not be illegal.
- b) The parties shall on mutual agreement and at their discretion delete such provision from this Agreement. The remaining provisions of this Agreement shall remain in full force and effect, in achieving the original intention of the parties.

17. INTERPRETATION:

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

- a) The Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.
- b) Words referring the singular include the plural and vice versa.

For Maria Projects Pvt

 Signatory


 Sanjay Kumar

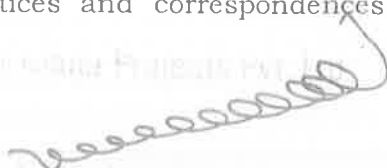
- c) Words referring to one gender will be construed as referring any other gender.
- d) References to person mean and include any person, including a body of persons corporate or unincorporated (that is, a natural person, a legal person like body corporate).
- e) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.

18. TERMINATION:

- a) In the event of delay / default by the Purchaser/s to pay the balance sale consideration as per schedule 'E' herein, the Vendor shall issue a notice calling on the Purchaser/s to pay the arrears within 15 days from the date of issue of such notice and if the Purchaser/s fail to comply and pay arrears within the stipulated time, this agreement shall stand terminated without any further to the Purchaser/s.
- b) In the event of termination of this agreement as aforesaid, The Vendor shall forfeit 10 % of the total sale consideration as liquidated damages and shall refund the balance if any within 1 month from the date of resale of the Schedule 'B' & 'C' property. In the event of termination of this sale agreement the said Construction agreement shall also stand terminated without any further notice to the Purchaser/s as both the agreements are co-terminus.
- c) The Vendor reserves discretion to consider or receive arrears with interest of 18% per annum and in that event this agreement shall not be terminated.
- d) In the event of the Purchaser/s cancelling this agreement for any reason whatsoever, the Vendor shall forfeit 10% of total sale consideration as liquidated damages and shall refund the balance if any within 1 month from the date of resale of the Schedule 'B' & 'C' property.

19. NOTICES:

Either of the parties shall issue notices or correspondences to the other party under this Agreement to the respective address mentioned in this Agreement and such notices and correspondences are deemed to have been served on the parties if


Authorised Signatory


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addressed and sent through E-mail/ RPAD/ Certificate of Posting or Courier. The party sending notice is not responsible for non delivery due to change in the address which is not intimated by such party in writing.

20. DISPLAY OF NAME:

The Purchaser/s shall be entitled to put his / her/ their name only in the directory of owners provided by the Vendor in the particular wing / block. The Purchaser shall not put up any hoarding, name plates, graffiti, Signboard, etc. anywhere else unless approved in writing by the Vendor or the Association of Owners.

21.SPECIFIC PERFORMANCE:

In the event of default by either of the parties, the aggrieved party shall seek specific performance of this agreement as per law.

22. DISPUTE REDRESSAL/ARBITRATION CLAUSE:

Without prejudice to the right of the aggrieved as per clause 19 above, in the event of breach of any terms of this agreement or with regard to any matter or dispute arising out of this agreement, the parties shall refer the same to a individual Arbitrator appointed by themselves and arbitration shall be as per the provisions of Arbitration and Conciliation Act in force and proceedings shall be held in English language and within the jurisdiction of Bangalore.

23. JURISDICTION:

All matters and disputes relating to or arising in relation to this agreement shall be dealt within the jurisdiction of courts at Bangalore.

24. CUSTODY:

This Agreement is prepared in Original and the same shall be with the Purchaser/s and duplicate thereof with the Vendor.

SCHEDULE A PROPERTY

(Description of the composite property)

All that piece and parcel of residential apartment known as "MANA TROPICALE", to be constructed on the Property bearing Sy.No.49, measuring 8

Mania Projects Pvt. Ltd.

R. H. Ramesh
for Mania

acres 10 guntas, converted for residential purpose vide Conversion Order bearing No. ALN(EVH)SR352/2007-08, dated 10-11-2008 and 20 guntas of Kharab land, Situated at Chikkanayakanahalli Village, Varthur Hobli, Bangalore East Taluk and bounded on:

East By : Property bearing Sy.No.48
 West By : Road
 North By : Property bearing Sy.No.51 & Road
 South By : Ghattahalli village border.

SCHEDULE B

An undivided share, right title and interest equivalent to **486 Sq.ft.** in Schedule "A" Property.

SCHEDULE-C

(Apartment to be constructed)

All that piece and parcel of Flat bearing No. **T-2, in Tower 10** on the **Third Floor**, consisting of **2** bedrooms, hall, kitchen & one car park with a Carpet Area of **727 Sq.ft.** & Super Built Up Area of **1215 Sq.ft.**, Type **3**, in the building known as "**MANA TROPICALE**" to be constructed on Schedule "A" Property.

SCHEDULE "D"

RIGHTS OF THE PURCHASER/S APARTMENT OWNER/S

In the course of Joint Ownership and enjoyment of the Schedule 'A' Property and the Apartments constructed thereon, every purchaser/s of undivided right, title and interest in the Schedule Property/every apartment owner/s shall have the following rights:

- a) The right to construct and own the Apartment for residential purposes, subject to the terms of the Agreements executed for acquiring the Apartment.
- b) The right and liberty to all persons authorized or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorized to the similar right) at all times and for all purposes, to use common staircases, passages and common areas in the buildings for ingress and egress and use in common.

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 For and on behalf of the
 Bangalore City Municipal Corporation

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 D. H. Sanyal

- c) The right of free uninterrupted passage of water, gas, electricity, sewerage etc from and to the apartment through the pipes, wires, sewer lines, drain and water courses, cables, which are now or may at any time hereafter be, in, under or passing through the said residential complex or any part thereof by the schedule property.
- d) The right of entry and passage for the purchaser/s with / without workmen to other parts of the building after prior intimation to the concerned or Apartment Owners Association, for the purpose of repair / maintenance / cleaning of sewers, drains, pipes, cables, wires and rectifying the damage caused without causing any disturbance to other occupants of the building.
- e) Right to use common areas and amenities along with other co-owners of the building on regular payment of maintenance charges.
- f) Right to use common areas and amenities in the manner meant to use such common areas and amenities.
- g) Absolute Right of ownership and possession of the schedule 'C' property.
- h) Right to make use of the apartments for residential use only.

SCHEDULE E

OBLIGATIONS ON THE PART OF THE APARTMENT OWNERS

In the course of Joint Ownership and enjoyment of the Schedule 'A' Property and the Apartments constructed thereon, every purchaser/s of undivided right, title and interest in the Schedule 'A' Property / every apartment owner/s shall be bound by the following restrictions and obligations:

- a) The Purchaser/s shall not make any structural alterations to the Schedule C Property or enclose the balconies/terraces, if any attached to Schedule C Property. The Purchaser/s while carrying on the interior decoration work within the Schedule C Property shall not cause any nuisance to the occupants of the other apartment/flat in MANA TROPICALE and shall not use the common areas or basement or open spaces etc., in the Schedule C Property for dumping materials/debris, etc. The Purchaser/s shall furnish to the First Party/Apartment Owners' Association, all details pertaining to the workmen deputed for execution of such interior works by strictly observing the rules, regulations, restrictions that

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may be generally/specifically imposed/prescribed by the First Party/its Agent appointed for the maintenance of all common areas and facilities in MANA TROPICALE for carrying on interior decoration work within Schedule C Property.

- b) Not to use or permit the use of the Apartment in a manner which would diminish the value of the utility in the property or any construction made thereon.
- c) Bear the cost for rectifying the damage caused by him/her/them knowingly or unknowingly and such repair works shall be executed by the First Party/agent to ensure the quality is restored to the same condition as it was prior to such damage. However, if there being any normal wear and tear, the same shall be promptly informed to maintenance team deputed by First Party/Association which shall by utilizing the said corpus/maintenance funds, carry out such repairs and maintenance to water lines, sewerage lines below or above the said residential apartment/flat or adjoining leakage/seepage of water, sewerage etc., through roof/floor/wall of the Schedule C Property;
- d) The Purchaser/s covenants to use the earmarked allotted garage space for car parking only and shall not have the right to put up any construction in the parking space or enclose the same or use it for any purpose other than as parking space.
- e) Not to use the space in the land, described in SCHEDULE above, left open after the construction of the building thereon for parking any vehicle or to use the same in a manner which might cause hindrance to or obstruct the movement of vehicles parked in the parking spaces.
- f) It is further agreed that the Purchaser/s shall also be liable to pay the prevailing and applicable taxes along with other fees/ cesses/ incidental/ taxes, miscellaneous expenses applicable on this agreement as levied/ livable by the State \Central Government from time to time during the course of commencement until completion and thereafter as and when demanded by the First Party/Vendor/Developer.

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 Dr. K. Sanyal

- g) The purchaser/s is aware that the size of garden area may vary with the topography of land area and the size of extended balcony may vary subject to the position of trees and land topography.
- h) Not to default in the payment of any taxes or levies to be shared with the other Apartment Owners of the property described in the SCHEDULE above or expenses to be shared by owners of construction thereon of any specified part thereof provided such taxes or levies become livable from the date his / her / their apartment is ready for occupation.
- i) Not to decorate the exterior part of the building to be constructed on the Schedule A Property other than in the manner agreed to by at least two third majority of the Owners of the said Residential Complex.
- j) Not to make any arrangement, for the maintenance of the SAID BUILDING referred above and for ensuring common amenities herein for the benefit of all concerned, other than that agreed to by two third majority of all other Apartment Owners.
- k) Property taxes in respect of the Schedule E Property and other outgoing such as electricity charges and expenses incurred by the Purchaser/s for cost of replacing equipments, maintenance of lifts, pump sets, generators, machineries, white washing, sanitary/electrical installations including cost of Annual Maintenance Charges of the Schedule C Property;
- l) The Apartment Owner shall have no objection whatsoever to the VENDOR handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the VENDOR shall retain the same and the Apartment Owners shall give specific consent to this undertaking.
- m) Each Apartment Owner shall become a Member of the Owners' Association on its formation in respect of each residential building built in Schedule 'A' property and shall 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


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[Handwritten Name: Anwar Raman]

other fees that may be required. The maintenance of the entire multistoried building shall be done by VENDOR or maintenance agency appointed by the Vendor until formation of Association and each of the Apartment Owner shall pay all common expenses and other expenses, taxes and outgoings in respect of such maintenance to the VENDOR until formation of Association. Such Association shall be purely for the purpose of maintenance and management of the multistoried building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts / finance of the multistoried building and properly manage the affairs of the same, provide all facilities to owners / occupants the proportionate share of maintenance cost and outgoings.

- n) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users' viz., the Apartment Holders in the Building.
- o) Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang their household cloths, linen and other personal effects on the verandahs or above the parapet or railing level.
- p) The Apartment Owner shall use the apartment as a private residence and the car parking space for parking light vehicle only.
- q) The Apartment Owner shall maintain the front elevation and the side and rear elevations of the apartment in the same form as the VENDOR construct and not at any time alter the building elevation in any manner whatsoever without the prior consent in writing from the VENDOR or the Association, as the case may be.
- r) Each Apartment Owner shall from the date of handing over possession maintain the apartment at his / her / their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the apartment and/or common passages, or the compound which may be against the rules and bye-laws of the concerned authorities.

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- s) 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 said Residential Complex being constructed on the Schedule Property that:-
1. The name and/or apartment numbers shall be put in standardized letters at the location / board that may be designated by the VENDOR in the entrance lobby and at the entrance door of the particular Apartment but at no other place in the building and the number and numbering pattern shall not be altered / modified.
 2. No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the building or on the outer wall of the Apartment except other than in the place designated.
 3. The Apartment Owner shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the apartment though the Apartment Owner shall be entitled to select and carry out any decoration / painting of the interior of the Apartment.
 4. The Apartment Owner shall not do anything that may adversely affect the aesthetic appearance / beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
 5. The Apartment Owner shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the VENDOR for duly implementing the terms and intent of this Agreement.
- t) The Apartment Owner shall carry out at his / her / their cost such repairs and maintenance to water lines, sewerage lines and the like in his / her / their respective apartment in the event of there being any complaint, from the Apartment Owner below, of leakage / seepage of water, sewage and the like through the floor of the apartment (i.e., roof of the owner of the apartment down below) with prior permission of the Apartment Owner below.
- u) The Apartment Owner shall, from the date of possession / registration of sale deed whichever is earlier, keep the his / her / their apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and condition and shall abide by all bye-laws rules and

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[Signature]
 D/W Raman

regulations of the Government, Corporation of the city of Bangalore and Bangalore Development Authority or any other authorities and Local bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

v) The Apartment Owner shall be aware that the exclusive right of use of car parking space in basement level and ground level will be allotted by the VENDOR to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part of the common area. The Apartment Owner 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 Apartment Owner any title to the land earmarked as Car Parking Space.

w) The Apartment Owner shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of the other apartments / Garden area / Terrace area and parking spaces etc., in the building and the Apartment Owner shall not: -

1. Close the lobbies; stairways, passages and parking spaces and other common areas.
2. Make any alterations in the elevation or both faces of external doors and windows of the apartment / parking space to be acquired by Apartment Owner which in the opinion of the Owners Association and / or VENDOR differ from the color scheme of the building.
3. Make any structural alterations inside the apartment / enclose balconies or utility areas.
4. Default in payment of any taxes or levies to be shared by the other Owners of the Schedule Property or common expenses for maintenance of the building.
5. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.

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6. Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous and / or combustible in nature.
 7. Use common corridors, staircases, lift lobbies and other common areas either for storage or for use by servants at any time.
 8. Bring inside or park in the Schedule Property any lorry or any heavy vehicles.
 9. Use the apartment or portion thereof for only residential purposes and not to use for any illegal or immoral purposes.
 10. Enter or trespass into the parking areas / garden areas / terrace areas not earmarked for general common use.
 11. Throw any rubbish or used articles in Schedule Property.
 12. Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes without prior consent in writing from the VENDOR or the ASSOCIATION whichever may be the case
 13. Trespass into other apartments in the Schedule Property.
 14. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment Owners in the schedule Property.
 15. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Schedule Property.
 16. Put up any construction in Garden / Terrace / Parking Areas or alter the use thereof.
 17. Parking any vehicles in any part of the Schedule Property except in the parking area specifically acquired.
- x) The Apartment Owner shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of multistoried building or any part thereof in the Schedule Property.
- y) The Apartment Owner shall maintain at his / her / their own cost his / her / their Apartment and Parking / Garden / Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government Corporation of the City of Bangalore, Bangalore Development Authority and any other duly constituted authority from time to time in force and answer and be responsible for

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all notices or violations and of any other terms and conditions in this Agreement, from the date of execution of Sale Deed.

- z) The Apartment Owner shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the said Residential Complex in common with the other Apartment Owners and to permit free passage of water sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and / or in accordance with the Rules, Regulations, Byelaws and Terms of the Association to be formed by or among the Apartment Owners in the building.

(a) The Apartment Owner shall permit the VENDOR and / or the Owner's Association, its agents and representatives with or without workmen at all reasonable times to enter into and upon the apartment / parking space/ garden / terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water, electricity etc., to the Apartment / Parking Space / Garden / Terrace or other common areas of the building or to the occupiers of such Apartment./ Parking Space / Garden/ Terrace as the case may be who have defaulted in paying the share of the water, electricity and other charges. The VENDOR is not liable or answerable for payment of common expenses etc., stated in this Agreement any time for unsold apartment.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY MONTH AND YEAR WRITTEN ABOVE.

WITNESSESS:

1.



M/S. MANA PROJECTS PRIVATE LIMITED

Represented by its Managing Director

Mr. D. Kishore Reddy

VENDOR/DEVELOPER



2

Mr. AKASH KUMAR GUPTA



Mrs. RITU RAMAN

PURCHASER/S

