

:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE ----- DAY OF -----
YEAR **TWO THOUSAND** ----- (---- / ----- / -----):

:BY:**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) **MR. MANJUNATH.N,**
Dy.General Manager – Customer Care,
- 2) **MR. UDAYA KUMAR A,**
General Manager – Legal.

Hereinafter called the **"SELLERS / DEVELOPER"**

(which expression wherever it so requires shall mean and include all its
successors in interest, Subsidiaries, administrators, executors and
assigns etc.,) **OF THE ONE PART:**

:IN FAVOUR OF:

MR. -----
Aged about ----- Years
S/o Mr. -----
PAN : -----

AND

MRS. -----
Aged about ----- Years
W/o. Mr. -----
PAN: -----

Both Residing At:

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:**

WITNESSETH:**For BRIGADE ENTERPRISES LIMITED**

1.
AUTHORISED SIGNATORIES
SELLERS / DEVELOPER

2.

PURCHASER/S

WHEREAS the Sellers herein are the owners of several lands totally measuring 62 Acres 12.25 Guntas in Sy.Nos.114, 119/1, 119/2, 120, 121/1, 121/2, 121/3, 121/4, 122, 123, 124/2, 124/3, 124/4, 124/5, 124/6, 124/7, 124/8, 124/9, 125/1, 125/2, 125/3, 125/4, 126, 126/1, 127/1, 127/4, 127/5, 137, 138, 139, 140, 141, 142, 144, 145, 146, 147, 148/2 and 148/3, and 149 situated in Kaggalipura Village, Uttarahalli Hobli, Bangalore South Taluk, more fully described herein and hereinafter referred to as the 'Larger Property' for convenience, having purchased the same in terms of Sale Deeds and other documents detailed in Annexure attached hereto and from the date of sale in their favour, the Sellers are in peaceful possession and enjoyment of the Larger Property as absolute owners.

WHEREAS the Larger Property is one contiguous block of land capable of being developed into integrated township consisting of Residential and other developments in phases and the Kanakapura Planning Authority has sanctioned a Development Plan on 02/09/2011 vide its Order bearing No.KPA/LAO/15/2009-10/222 & KPA/LAO/16/2010-11/223 for integrated township, consisting of residential, commercial and other developments and have authorised the Sellers to commence development work in the Larger Property as per the Development Plan sanctioned.

WHEREAS the Sellers have submitted the revised Development Plan to the Kanakapura Planning Authority and the said Authority has sanctioned the Development Plan for residential development on 18/01/2014 vide its order bearing No.KPA/LAO/15/2009-10/557 and for commercial development on 07/01/2014 vide its order bearing No.KPA/LAO/16/2010-11/555 for integrated township, consisting of residential, commercial and other developments and have authorised the Sellers to commence development work in the Larger Property as per the Development Plan sanctioned.

WHEREAS the Sellers will be developing the 'Larger Property' as aforesaid for various developments in various stages from time to time and retain portions of the 'Larger Property' and exploit the same now or later for any activities of their choice including for the purposes stated above and deal with the same in the manner they deem it fit and in which none of the purchasers of apartments and other units would have any right or objection or concern therein. The Sellers have reserved their right of usage of roads and passages, amenities, facilities and other infrastructure in the Larger Property in perpetuity for purposes of supporting the development and maintenance of services in Larger Property and this right is in the nature of an easement coupled with interest which runs as a covenant with the Larger Property. The entire development will be known as '**BRIGADE MEADOWS**'.

WHEREAS Sellers envisage residential development in different portions of the Larger Property and in various phases and one such portion is reserved for second phase of residential development.

WHEREAS within the Second Phase of residential development, Sellers have planned for construction of different types of Residential Apartment Buildings namely "Wisteria" & "Plumeria". Sellers have envisaged different types of Residential Apartment Buildings comprising of Lower Basement, Upper Basement, Ground and Eight Upper Floors in these Buildings. The development as aforesaid will be in several stages and will be developed from time to time.

WHEREAS "Plumeria" development which is earmarked within second phase of residential development is more fully described in the Schedule 'A' herein and hereinafter referred to as Schedule 'A' Property and the Sellers are entitled to deal with and dispose of the same in the manner they deem fit. The Sellers have identified the developments in the Larger Property as '**BRIGADE MEADOWS**'.

WHEREAS for all purposes, the Sellers have segregated the Schedule 'A' Property from balance portion of the first and second phase of residential development for the purpose of their separate ownership and enjoyment and the purchasers of the portions of Schedule 'A' Property shall not have any right, title or interest in the rest of the portions of the first and second phase of residential development and/or have any right to object for the constructions therein. Similarly the purchasers of rest of the portions of Larger Property

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shall not have any right, title or interest in the Schedule 'A' Property and/or have any right to object for the construction in the Schedule 'A' Property. The Sellers have reserved to the owners of rest of portions of the first and second phase of residential development right of usage of roads and passages, amenities, facilities and other infrastructure in Schedule 'A' Property in perpetuity and this right is in the nature of an easement coupled with interest which runs as a covenant with the said property. 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.

WHEREAS in terms of sanction of the Development Plan by the Kanakapura Planning Authority for Residential Development/Group Housing read with Master Plan 2015, the Sellers have relinquished Parks/Open Spaces, C.A. Site, Area proposed for 18 Meter IMP Road and Area for proposed 15 Meter Internal Road totally measuring 75,597.78 sq.mtrs, in favour of Kanakapura Planning Authority in terms of Relinquishment Deeds both dated 26/08/2011 registered as Document No.4606 /2011-12 in Book-I and stored in C.D.No.BSKD 128 and in terms of Document No. 4608/2011-12 in Book-I and stored in C.D.No.BSKD 128, in the Office of the Sub-Registrar, Banashankari, Bangalore.

WHEREAS, the Sellers have submitted revised Development Plan to the Kanakapura Planning Authority and subsequently, they have cancelled the Relinquishment Deed bearing Document No.4606/2011-12 dated 26/08/2011 by way of Cancellation Deed dated 20/12/2013 which is registered as Document No. 10266/2013-14 in Book-I and stored in C.D.No.BSKD246 in the office of the Sub-registrar, Banashankari, Bangalore. Similarly, the Sellers have cancelled the Relinquishment Deed bearing Document No.4608/2011-12 dated 26/08/2011 by way of Cancellation Deed dated 20/12/2013 which is registered as Document No.10282/2013-14 in Book-I and stored in C.d.No.BSKD246 in the Office of the Sub-Registrar, Banashankari, Bangalore.

WHEREAS in terms of sanction of the revised Development Plan by the Kanakapura Planning Authority for Residential Development/Group Housing read with Master Plan 2015, the Sellers have relinquished Parks/Open Spaces, C.A. Site, Area proposed for 18 Meter IMP Road and Area for proposed 15 Meter Internal Road totally measuring 77,617.55 sq.mtrs, in favour of Kanakapura Planning Authority in terms of Relinquishment Deeds both dated 20/12/2013 registered as Document No.10293/2013-14 in Book-I and stored in C.D.No.BSKD 246 and in terms of Document No. 10282/2013-14 in Book-I and stored in C.D.No.BSKD 246, in the Office of the Sub-Registrar, Banashankari, Bangalore.

WHEREAS the Sellers have obtained a Licence and Plan sanctioned from Kaggalipura Panchayath on 29/03/2014 for construction of residential apartment buildings in Schedule 'A' Property.

WHEREAS 'Plumeria' Building would be completed in multiple phases ('Project'). Towers 'J' 'K' 'L' 'M' 'N' 'A' & 'B' have been registered in Phase – 1. The Remaining Towers 'C', 'D', 'E' 'F', 'G', 'H' and 'I' are being constructed in Phase – 2 which is named as **"Plumeria Lifestyle"**. The Seller has also procured Commencement Certificate dated _____ from the Kaggalipura Panchayath for Phase-2 development. The Phase – 2 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.

WHEREAS the Sellers evolved a scheme of ownership of Residential Apartments in **"Plumeria Lifestyle"** at "Brigade Meadows" being developed in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in any of the Towers stated above being developed within Schedule 'A' Property is required to purchase the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property. Also, the Purchaser is required to get the apartment constructed through seller. Upon sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, club house, access, dedicated roads etc.,
For **BRIGADE ENTERPRISES LIMITED**

within the Schedule 'A' Property which is also jointly owned and held by all of them and to be maintained by Association of Apartment Owners in the Project. The Project would be completed in multiple Phases. The scheme as described above forms the basis of sale and ownership of the Apartments in "**Plumeria Lifestyle**" at **'BRIGADE MEADOWS'**.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and after understanding with the scheme propounded by the Seller and sanctions obtained by them, is/are interested in owning an Apartment described in Schedule 'C' in one of the buildings in "**Plumeria Lifestyle**" at **'BRIGADE MEADOWS'** in Schedule 'A' Property and as per the scheme, the Purchaser/s agreed to purchase the same with the proportionate undivided share in Schedule 'A' Property, more fully described in Schedule 'B' herein from the Seller. The Purchaser further agreed to get the Schedule 'C' Property constructed through the Sellers.

The Purchaser being interested to own an Apartment in "**Plumeria Lifestyle**" has approached the Seller in this regard. On demand made by the Purchaser/s, the Seller has provided the photo copies of the deeds and documents of title pertaining to Schedule 'A' Property to the Purchaser/s to enable the latter to carryout legal due-diligence to its satisfaction about the title of the Sellers. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule 'B' Property and/or Schedule 'C' Property by virtue of which the Purchaser is entitled to get the Schedule C Property constructed through the Sellers on the terms and conditions herein contained. The Purchaser/s has/have understood, evaluated and satisfied about the building plans, designs, specifications, quality of construction, concept, title, etc., of "**Plumeria Lifestyle**" at **'BRIGADE MEADOWS'** as well as the suitability of the apartment 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 A 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 'C' Property.

WHEREAS the Sellers have hence offered to construct and deliver Schedule 'C' Apartment with proportionate undivided share as described in Schedule 'B' Property free from all encumbrances and the Purchaser/s accepted the said offer and own Schedule 'C' Apartment 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 Sellers have agreed to construct and convey Schedule 'C' Property along with Schedule B Property subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Sellers all the amounts detailed in Schedule 'F' in this Agreement. Seller represents that it has complied with the provision of RERA leading to registration of the project.

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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.

For **BRIGADE ENTERPRISES LIMITED**

1.
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SELLERS / DEVELOPER

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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.

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 'C' Property with proportionate undivided share in the land as described in the Schedule 'B' 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 B Property and construction of the Schedule C Apartment including the schedules and annexes hereto, as may be amended from time to time.
- c) "Association or Association of Apartment Owners or Owners Association" shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers, in respect of the Project in terms of the provisions of the Karnataka Apartment Ownership Act, 1972;
- 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 F 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 an apartment as defined under Section 2(k) of the Act.
- g) "Force Majeure" shall mean and include delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or reasons beyond the control of the Sellers, which caused by nature affecting the regular development of the Project.
- h) "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.
- i) "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.

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- j) "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.
- k) "Sale Deed" shall mean the deed of sale to be executed by the Sellers for legally conveying the absolute right, title and interest in the Schedule B Property and the Schedule C Apartment on the terms and conditions contained therein under the Scheme.
- l) Schedule A Property shall mean the land on which the Project is being developed by the Sellers and morefully described in the Schedule A hereto;
- m) Schedule B Property is the undivided share of the land described in Schedule A corresponding to the Schedule C Apartment morefully set out in the Schedule B hereto.
- n) Schedule C Apartment is the apartment which is being constructed under the Scheme and morefully described in the Schedule C hereto by the Sellers for the Purchasers.
- o) "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.
- p) 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.
- q) 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 Sellers shall sell and Purchaser/s shall purchase the Schedule 'B' Property and Schedule 'C' Property, for the consideration payable by the Purchaser in terms of Schedule 'F' mentioned below. In case of variation in the area of the undivided share or the area of the Schedule C Property to be conveyed in favour of the Purchaser/s herein in terms of this agreement, which is not more than 3% consequent to construction or any variation to the plans sanctioned or for any other reason, the consideration stipulated for sale of the Schedule 'B' Property and/or Schedule 'C' Property stands varied accordingly and not otherwise. Accordingly, 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 Sellers advance sale consideration as mentioned in Schedule 'F' hereto as part payment and have agreed to pay balance sale consideration shall be payable to the Sellers as detailed in Schedule 'F' herein, as and when demanded by the Seller. Payment in terms of Schedule 'F' 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 'A' Property and would also affect the interest of other purchasers who have joined from time to time to purchase undivided interest in Schedule 'A' Property. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Schedule 'F' hereto, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

For **BRIGADE ENTERPRISES LIMITED**

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1.3) The Purchaser/s shall in addition to aforesaid payment to Sellers, 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 and other utilities and facilities to Schedule 'C' Apartment;
- 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 currency of this contract till delivery of possession of the completed apartment described in Schedule 'C' 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 Sellers;
- d) Service charges, incidental expenses to the Sellers 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 currency of this contract till delivery of possession of the completed apartment described in Schedule 'C' 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 'C' Apartment;
- 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 Sellers and demand thereof shall be final and binding on the Purchaser/s;
- 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 Sellers;

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

1.5) In the event of delay/default by the Purchaser/s to pay the balance sale consideration as per Schedule 'F' hereto, the Sellers 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. In such an event 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

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Purchaser. The Purchaser along with the execution of this agreement of sale has executed a Special Power of attorney in favour of the Seller. The said Special Power of Attorney is irrevocable in nature and is valid and binding till the execution and registration of Cancellation Agreement.

1.6) In the event of termination as aforesaid, the Sellers shall be entitled to forfeit the booking amount as liquidated damages by adjusting the same against the amounts paid 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 registering the necessary cancellation agreement.

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

1.8) If however, the Purchaser/s pays up the arrears within the time stipulated in the notice of termination with overdue interest at SBI Base Rate/ highest 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 Builder 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.

1.9) However even after the expiry of stipulated notice period (as mentioned above) the Builder 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.

1.10) In case the Purchaser/s cancel/s this Agreement to Sell, the Sellers are 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 within 60 days from the date of termination, subject to the Purchaser/s executing and registering the Deed of Cancellation of this Agreement and such forfeiture/recovery as aforesaid by the Sellers will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

1.11) 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, 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 Sellers and handover the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to handover this Agreement against the Sellers paying the amounts to the financial institution or the Bank. 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 Sellers shall be entitled to deal with Schedule B and C Properties in any manner with a third party at its discretion. In such an event the Purchaser hereby authorizes the Seller to cancel the Agreement of Sale by executing and registering such cancellation agreement 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.

1.12) Any refund in any of the above circumstances there is no refund of any of the taxes paid by the Sellers on behalf of the Purchaser/s. The Purchaser/s can directly claim the same from the concerned department.

For **BRIGADE ENTERPRISES LIMITED**

1.
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1.13) 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 Sellers on or before 5th day of the subsequent month of deduction.

1.14) 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 Sellers with such permissions, approvals which would enable the Sellers 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 Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Sellers immediately and comply with necessary formalities if any, under the applicable laws. The Sellers shall not be responsible for any third party making payments, remittances on behalf of any Purchasers and such third party shall not have any right in this application/allotment of the Schedule 'C' Apartment in any way and the Sellers shall issue the payment receipts in favour of the Purchaser/s only.

1.15) 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 Sellers may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Sellers adjust his/her/theirs payments in any manner.

2) **SPECIFICATIONS:**

The Specifications of construction of Schedule 'C' Apartment agreed between the Sellers and Purchaser/s are detailed in Schedule 'G' to this Agreement and the Sellers agree to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto. The Purchaser/s shall not seek for any modifications in the plans of the apartment at any time. In the event of Sellers agreeing to modify the specifications, the same will be at mutually agreed cost and time lines. It is made clear that many of the materials used in development of Schedule 'A' Property including in Schedule 'C' Property 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 Sellers and while the Sellers agree 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 Sellers. The Sellers 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 Sellers reserves the right to substitute with equivalent alternative.

For BRIGADE ENTERPRISES LIMITED

1.
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2.

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

3.1) On procuring Occupancy Certificate for the Project, the Builder shall deliver possession of the Schedule 'C' Apartment in Schedule 'A' Property to the Purchaser/s, by _____ ("Completion Date") after execution and registration of Sale Deed. Though Seller shall endeavor to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the Sellers for delays in obtaining such connections, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/ losses/ interest against the Sellers on the ground of such delay. If there is delay in securing permanent connections, temporary connections will be provided till permanent connections are secured. The Purchaser/s shall pay the consumption charges as per bills raised.

3.2) The Sellers shall not be liable if they are unable to complete the construction of the Building and/or the Schedule 'C' Apartment and deliver possession by the aforesaid date on happening of any Force Majeure event, and in any of the aforesaid events, the Sellers shall be entitled for extension of time to deliver and handover possession of the Schedule 'C' Property 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 Apartment 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 apartment for reasons other than what is stated above, the Sellers 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 Sellers. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property, then there is no delay liability on part of the Sellers and to pay any damages as aforesaid.
- d) No modification of the Schedule 'C' Apartment has been sought for.

3.4) The Builder will execute the Sale Deed in respect of Schedule 'B' & Schedule 'C' Property in favour of the Purchaser after the Purchaser makes the full payment under this Agreement. Possession of the Schedule 'C' Property will be delivered to the Purchaser/s by the Builder within three (3) months from the date of receipt of Occupancy Certificate for the Project subject to receipt of full payment.

3.5) The Purchaser/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within Fifteen days from the date of receipt of the notice in writing to the Purchaser/s intimating that the Occupancy Certificate for the Project is received or two months from the date of receipt of Occupancy Certificate, whichever is earlier and 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 'C' Apartment by procuring registered Sale Deed after receiving

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intimation/notice from the Sellers, discharges sellers obligation under this Agreement to the Purchaser, apart from Sellers being entitle to levy holding charges as per cl. 3.7.

3.6) The Purchaser/s shall be liable to bear and pay to the Sellers the following expenses commencing from handing over Schedule 'C' Apartment, without affecting the right / interest of the Purchaser

- a) the minimum electricity and water demand charges and wi-fi charges;
- b) property taxes in respect of the Schedule 'C' Apartment and other outgoings such as electricity charges and expenses incurred by the Sellers for maintenance of the Schedule 'C' Apartment;
- c) Purchaser/s's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Sellers to manage and look after the common areas and facilities in "**Plumeria Lifestyle**" at '**BRIGADE MEADOWS**' such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Sellers or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc. Respective owner/s Purchaser/s shall maintain their Private Garden & Private Terrace attached to Schedule C Property.

3.7) The Purchaser/s shall receive possession of the Schedule 'B' Property and Schedule 'C' Property on or before the dates stipulated by the Sellers in writing, by executing the Sale Deed and getting the same registered. In case the Purchaser/s defaults in receiving possession as aforesaid and/or complete the purchase, the Sellers is entitled to and Purchaser/s shall be liable to pay **Rs.10/- (Rupees Ten Only)** per sq. ft. of the Saleable area per month as holding charges for the period of delay which the Purchaser/s agrees to pay the same before receiving possession of Schedule 'C' Apartment.

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

3.9) Notwithstanding anything stated in Para-3 above, it is made clear that the possession of Schedule 'B' Property and Schedule 'C' apartment will be delivered only at the time of registration of the Sale Deed and not before that.

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 apartment, 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.

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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 Sellers 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 Sellers 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 fails/s to obtain the Loan for any reasons, whatsoever, the Sellers shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expenses howsoever, arising or incurred and such failure to obtain the loan shall not be ground to terminate this Agreement or delay in 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 Sellers, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Purchaser/s as mentioned in the Agreement.

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 Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s shall be executed only upon the Sellers receiving No Objection Certificate, from such financial institution/Banks from where the Purchaser/s has/have availed financial assistance for development of the said Project.

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 Sellers to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers and/or power of the Sellers to develop and sell and no requisition or objection shall be raised in any manner relating thereto. On receipt of Occupancy Certificate / Completion Certificate for the entire Project developed on Schedule 'A' Property the Sellers agree to handover the original documents to the Association of Purchasers to be formed by the purchaser/s of apartments and other built spaces in the Schedule 'A' Property.

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

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6) **DISCLOSURES:**

The Purchaser/s acknowledge/s and confirm/s that the Sellers have fully disclosed to the Purchaser/s as to the Sellers 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 Sellers to undertake every action as per Disclosures.

- a) The Common Amenities and Facilities and the Common Areas will be developed by Sellers in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- b) The Ownership of Community & Commercial facilities (shops, schools, hospitals, nursing homes, community center & other community building if any provided in Brigade Meadows 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 his 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.
- c) That, the Sellers has availed financial facility from State Bank of India, IFB Branch, Bangalore and in view thereof, the Sellers have deposited the documents of title, evidences, deeds and writings in respect of the land with the Bank which has provided its no objection to the Sellers to proceed with the execution of this Agreement. The undivided share agreed to be sold under this Agreement would be released from the charge if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.
- d) That the Seller may avail additional financial facility from Banks and 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 and 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 Sellers' 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 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. 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 `B` Property and/or Schedule `C` Property and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered. The cost of the stamp duty and the registration charges on Deed of Cancellation shall also be of the Purchaser/s.

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7.3) The Sale Deed will be executed by the Seller to the Purchaser/s in respect of Schedule 'B' Property and Schedule 'C' Apartment. The Sellers agree to execute Sale Deed in terms of the draft prepared by the Sellers' Counsel for sale of Schedule 'B' Property and/or Schedule 'C' Property 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 time lines stipulated in this Agreement subject to delays for reasons constituting events relating to Force Majeure and reasons beyond the control of the Sellers. 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 Sellers' 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.

7.4) The Sellers agree 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.

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

7.6) The Purchaser/s hereby authorize/s the Sellers to sign and execute the required one or more Deeds of Declaration in respect of each of the Towers or in respect of the entire Towers recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development in "**Plumeria Lifestyle**" at '**BRIGADE MEADOWS**' and also get the same registered in terms with RERA..

8) **PROPERTY TAXES AND KHATA:**

8.1) The Sellers will pay Municipal taxes, other rates and outgoings on the Schedule 'B' Property till the date of issue of Occupation Certificate by the Plan Sanctioning Authorities. The Purchaser/s shall be liable to pay the Municipal Taxes from the date of issue of Occupation Certificate for the building in which Schedule 'C' Apartment is a portion thereof. Upon completion of the construction and issuance of Occupancy Certificate, the Schedule 'C' Apartment 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 Sellers the service charges and fee that are necessary for securing separate assessment for Schedule 'C' Apartment and for transfer of Khata to the name of the Purchaser/s, in case the Sellers undertake 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 Apartment 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 company, and demand thereof shall be final and binding on the Purchaser/s.

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8.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property on purchase at his/her/their cost from the jurisdictional municipal office and Sellers agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata for Schedule 'B' Property, 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 'A' Property shall be held by all the purchasers in the respective Tower/Building 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 Sellers. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Tower/Building shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

9.2) The Sellers 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 Sellers. 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 Sellers.

9.3) The Purchaser/s agree/s to enjoy Schedule 'B' Property to be sold in common with other allottees of undivided shares and title in Schedule 'A' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in "**Plumeria Lifestyle**" at '**BRIGADE MEADOWS**'. The Sellers however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

9.4) 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.

9.5) 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 "**Plumeria Lifestyle**" at '**BRIGADE MEADOWS**' in Schedule 'A' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

9.6) The Common areas and facilities includes passage, lift, lift lobby, security room, STP, club house etc., At the end of the project, the Developer shall transfer the same to owners Association and the necessary documentation will be done for effectual transfer including execution and registration of sale deed or any other document. The necessary stamp duty and registration charges will be borne by Purchaser/s, proportionately.

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9.7) The Purchaser/s agree that the Garden Areas and other greenery abutting the buildings in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** which are not specifically allotted to any of the purchaser/s are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective Towers in Schedule 'A' Property shall erect any compound or fencing around their respective Towers.

9.8) The Private Gardens and Private Terraces are specifically meant for the exclusive use and enjoyment of Purchaser/s of those apartments to which they are specifically allotted by the Seller and other Purchaser/s do/does not have any right to object for such usage. Purchaser/s shall not put up any construction or enclose the Private Gardens and Private Terraces or use/convert it for any purpose other than as Private Garden and Private Terraces as the case may be.

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 'C' Property in Schedule 'A' 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 and/or areas or development in Schedule 'A' Property. The Sellers are 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 Sellers have reserved the right of usage of roads and passages and facilities in the Schedule 'A' 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 Sellers, (but at cost and expense of Sellers) [along with other apartment purchasers] confirming unfettered easementary right in favour of the Sellers, at anytime hereinafter. The aforesaid term is of the essence.

9.10) The Purchaser/s agree and acknowledge that the Sellers have the right to make additions to or put up additional floors/structures in the buildings in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** and/or in Schedule 'A' 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 'A' 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 Tower by the plan sanctioning authorities. The Sellers shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Schedule 'C' Apartment, they shall have no objection for the Sellers in continuing with the construction of additional structures and/or buildings adjacent to or above the buildings in Schedule 'A' Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by whatever name called or with hold any payment stipulated herein.

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

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9.12) The Purchaser/s shall not require or undertake before/after delivery of possession of Schedule 'C' Apartment any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), 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 'C' Apartment, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies/terraces if attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/ debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Sellers or the agency appointed periodically for the maintenance of all common areas and facilities in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'**.

9.14) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Sellers. The Purchaser/s shall carry out interior works all days except Sundays 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 Sellers 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 Sellers. The Sellers 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 Sellers, make any structural alterations or additions to the Schedule 'C' Property 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 Sellers, minor non-structural additions or improvements to the Schedule 'C' Premises. 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 Sellers reserve the right to retain/remove/plant any trees/plants, electrical equipment, road structures, garbage bins etc., in the Schedule 'A' Property, which the Purchaser/s accept/s and consent/s. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Sellers may consider necessary from time to time during the course of construction. The Architect and Sellers are the final decision makers on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction processes etc., implemented by the Sellers.

9.17) The Purchaser/s hereby agrees, undertake/s and covenant/s with the Sellers that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Sellers under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Sellers, all necessary assistance and co-operation, to enable the Sellers to exercise and avail of the same.

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9.18) The proportionate undivided share in the Schedule 'A' Property is to enable the Purchaser/s to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Sellers under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The Sellers are 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 apartments in the development. The Car parks are allotted to each of the buyers/owners of the apartments 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 apartment and the undivided share described in Schedule 'B' and 'C' 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 apartment in the development in Schedule 'A' Property.

9.20) The Purchaser/s shall not at any point of time, by virtue of agreeing to purchase the undivided share in Schedule 'A' Property in his/her/their own name/s, claim a superior right of any nature over such other apartment owners in the Schedule 'A' 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 'A' Property in the manner provided herein by any of the residents of buildings being developed on the Schedule 'A' Property.

9.21) The Common areas includes passage, lift, lift lobby, security room, STP, club house etc., at the end of the project shall be transferred by the Sellers 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.

10) **CLUB HOUSE:**

10.1) The Sellers have provided Club House in the second phase of Residential Development for the use and enjoyment of all owners/occupants/tenants in the Second Phase, which shall form part of '**BRIGADE MEADOWS**' and Purchaser/s shall be eligible to utilize the facilities available in the Club House according to the terms and conditions and payment of the amounts prescribed by the Sellers or by the Agency appointed by Sellers to run and manage the Club House.

10.2) The Club House is only for the use of owners/occupants in second phase of Residential Development in '**BRIGADE MEADOWS**' and the Sellers may provide such facilities therein which they in their sole and absolute discretion consider necessary viable. The facilities may include swimming pool, sports area, Party Area and Gymnasium etc.

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10.3) Failure to observe the Club House's rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such person are not entitled to use the Club House and facilities therein.

10.4) The Sellers shall have a perpetual right of ingress and egress to the Club House by using the roads and other facilities in the '**BRIGADE MEADOWS**' by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permited by them etc.

10.5) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association of Wisteria, Plumeria & **Plumeria Lifestyle** who shall manage the same jointly for the benefit of owners/occupants of Wisteria, Plumeria & **Plumeria Lifestyle**. Till then it will be exclusively with the Sellers 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 apartments/built spaces in Schedule 'A' 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.

10.6) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in "**Plumeria Lifestyle**" at '**BRIGADE MEADOWS**', shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Sellers 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 Sellers.
- (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 Sellers and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Sellers 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.

10.7) The facilities of the Club are available for the benefit of the Purchaser/s Occupants of the Apartments in "Plumeria", Wisteria & **Plumeria Lifestyle** at '**BRIGADE MEADOWS**' and also for the benefit of the Purchaser/s, Owners/Occupants of the apartments and in the event of transfer of ownership, the

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transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

10.8) The Sellers 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 Sellers are not responsible for either quality of services or the cost at which services are provided in the club.

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

11) **OWNERS ASSOCIATION:**

11.1) The Sellers shall enable the formation of the Association of Purchasers, by whatever name called, within a period of three months of the majority of purchasers having booked their apartments in the Project.

11.2) The Purchaser/s hereby agree/s and undertake to become a member of the Owners' Association as and when formed by the Sellers and/or by the purchasers of all the apartments 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 Sellers will convey the undivided proportionate share 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 Sellers 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)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 "**Plumeria Lifestyle**" at **'BRIGADE MEADOWS'** 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.

11.5) The Purchaser/s shall permit the Sellers 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' Apartment 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 'C' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

11.6) That on the Project being handed over to the Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration,
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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 Sellers will undertake upkeep and maintenance of the common areas, amenities and facilities in the buildings in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** in Schedule 'A' 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 later (**"Official Maintenance Period"**). The Sellers are 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 **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** 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 Apartments.

12.2) The Sellers will undertake the maintenance and upkeep of common areas and roads and facilities in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** in Schedule 'A' Property 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 Apartments in such Tower in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'**. Upon such entrustment, Owners Association shall take up any renewal of any licenses for the Project including Fire force from time to time.

12.3) The Purchaser/s shall pay to the Sellers/the Agency appointed by the Sellers **"Common Maintenance Charges"** as specified by the Sellers, which shall be calculated per sq. ft. of Saleable area per month for 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 'C' Apartment. With this amount the Sellers/Maintenance Agency will maintain the common areas and the facilities in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. The Sellers agree to transfer the maintenance to the Owners Association on its formation and till then the Sellers/Agency will run on payment of common expenses to them every month. The Purchaser/s shall pay the Sellers/Agency/Owners Association, as the case may be the common maintenance charges, quarterly in advance or as may be billed by the Sellers/Agency/Owners Association. However in the event Sellers 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 Sellers are entitled to seek proportionate increase in Common Maintenance Charges.

12.4) The Purchasers shall contribute proportionate charges for upkeep and maintenance of the common areas and services in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** 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.

12.5) At the time of taking possession of the Schedule 'C' Apartment, the Purchaser shall pay twelve (12) months' monthly maintenance fee in advance as above and a further twelve (12) months' monthly fee as

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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 **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'**.

12.6) The Purchaser/s shall also at the time of taking possession of Apartment, pay **"CORPUS FUND"** as specified by the Sellers, which shall be calculated per sq. ft. of Saleable Area per month of the Apartment as Owner's contribution for maintenance of **'BRIGADE MEADOWS'** Campus. The whole of the Corpus Fund made up of the contributions by the purchasers of the Apartments in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'** shall be retained by Sellers till the formation of federation of Association and transfer the same with accrued bank interest, if any, to the Association so formed at **'BRIGADE MEADOWS'**. The Purchaser/s of the respective Towers at **'BRIGADE MEADOWS'** or the Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of federation of Association. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or capital expenditure required to be incurred at **'BRIGADE MEADOWS'**.

13) **NO RIGHT TO OBSTRUCT DEVELOPMENT:**

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings and other developments or any part thereof in the Schedule 'A' Property and/or in **"Plumeria Lifestyle"** at **'BRIGADE MEADOWS'**.

14) **LIMITED RIGHT OF PURCHASER/S:**

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

15) **NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of **'BRIGADE MEADOWS'** and/or alter the names assigned to the Towers in Schedule 'A' property.

16) **INSPECTION:**

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

17) **DEFECT LIABILITY PERIOD:**

(a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Sellers as per the agreement for sale relating to such development is brought to the notice of the Promoter 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

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(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 Sellers shall transfer manufacturers guarantees/warranties to the Purchaser/s or association of Purchasers as the case may be.
- II. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- III. Allowable structural and other deformations including expansion quotient.
- IV. The terms of work like painting etc. which are subject to wear and tear.

(c) The Purchaser/s shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. 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 developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/s or the association of the Purchaser/s as the case may be.

18) **FIRST CHARGE:**

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

19) **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 Sellers. The Sellers may at their discretion give consent for such assignment subject to what is stated herein. The Sellers may at their option permit assignment on charging an assignment fee of **Rs. 250/- per Sq.Ft to be calculated on Saleable Area or 5%** of total Sale Consideration, whichever is higher. The Sellers may grant such sanction, provided at the time of such assignment the Purchaser/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the Sellers shall not be liable to pay any compensation/damages payable by the Sellers under any of the terms and/or conditions of this Agreement. 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 Sellers' consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Purchaser/s:-

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- (i) settling all charges outstanding and payable to the Sellers 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 Sellers (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 'C' Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Schedule 'C' Apartment, in case of a transfer, as the said obligations go along with the Schedule 'C' Apartment for all intents and purposes.

20) **SELLER'S RIGHT TO DEVELOP THE ADJOINING PROPERTIES:**

It is further agreed and confirmed by the Purchaser/s, that the Seller shall be free to develop neighbouring properties and entitled to integrate the development of the neighbouring properties with Schedule 'A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages in Schedule 'A' Property. The Purchaser/s and other Occupants of such apartments and/or built up areas therein, shall have the right to use and enjoy the Infrastructure, Facilities, common roads, utilities like lighting, sewerage, water and electricity in the development in Schedule 'A' Property in common with owners/occupants thereof.

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

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:**

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Any delay tolerated or indulgence shown by the Sellers 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 Sellers.

24) **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Sellers do not create a binding obligation on the part of the Sellers 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 by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Sellers. 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 Sellers, then the Sellers 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.

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.

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:**

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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.
- d) 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 Sellers 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:**

For BRIGADE ENTERPRISES LIMITED

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

:LARGER PROPERTY:
(Description of Entire Property)

All that Property bearing Sy. Nos. 114, 119/1, 119/2, 120, 121/1, 121/2, 121/3, 121/4, 122, 123, 124/2, 124/3, 124/4, 124/5, 124/6, 124/7, 124/8, 124/9, 125/1, 125/2, 125/3, 125/4, 126, 126/1, 127/1, 127/4, 127/5, 137, 138, 139, 140, 141, 142, 144, 145, 146, 147, 148/2 and 148/3, and 149 situated in Kaggalipura Village, Uttarahalli Hobli, Bangalore South Taluk and measuring 62 Acres 12.25 guntas and bounded by:-

East : Bangalore - Kanakapura N.H.209;
West : Pipeline & remaining portion of the property in Sy.No.114;
North : Property in Sy.No.113, Govt. Tank in Sy.No.150 & Property in Sy.No.143;
South : Property in Sy.No.116, 118, 127, 134 & 135.

:SCHEDULE 'A':
"Plumeria Lifestyle"

All that Property measuring 341571 Sq.Feet equivalent to 31732.77 Sq.Mtrs., forming portion of Property bearing Nos.148/2, 148/3,147,146,138,139,140,141,144,145, 123 and situated in Kaggalipura Village, Uttarahalli Hobli, Bangalore South Taluk and bounded by:-

East : Park and Open Space No.13 within Brigade Meadows and property in Sy.No.136;
West : Govt. Nala within Brigade Meadows;
North : Park and Open Space No.12, Visitor's Parking -6 within Brigade Meadows and private property;
South : Park and Open Space No.15 and thereafter wards Proposed 18 meter wide I.M.P. Road within Brigade Meadows;

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

----- Sq mt Sq.meter Undivided share, right, title, interest and ownership in Schedule 'A' Property (which comes to ----- Sq ft Sq. Feet land share in Schedule 'A' Property).

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

All that Residential Apartment bearing No. ----- in ----- Floor of **Tower -----** in "**Plumeria Lifestyle**" of **'BRIGADE MEADOWS'** being built in Schedule 'A' Property and measuring ----- Sq. Feet of Carpet Area (----- SQM), ----- Sq. Feet Balcony area (----- SQM) and ----- Sq. Feet (----- SQM) of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring ----- Sq. Feet of saleable area (----- SQM) approximately with ----- Top Covered Car Parking Space in the Lower / Upper Basement/ level and the apartment is:

East : Towards -----
West : Towards -----

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North : Towards -----

South : Towards -----

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

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

- 1) The right to own an Apartment described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Sellers and/or the Agency appointed by the Sellers or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in '**BRIGADE MEADOWS**' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

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- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
- a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 11) Right to dispose of Schedule 'B' and 'C' 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 'B' and 'C' Properties and not separately.

: SCHEDULE "E":

: OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Sellers and other Apartment 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 'F' 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 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
 - c) Not to use the space left open after construction in Schedule 'A' Property or in '**BRIGADE MEADOWS**' 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 apartment owners of the Schedule 'A' 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 apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 3) The Purchaser/s shall has/have no objection whatsoever to the Sellers managing the building in Schedule 'A' 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 Sellers shall retain the same and the Purchaser/s has/have given

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specific consent to this undertaking. The Sellers 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 'A' Property and also service charges for undertaking the said task.

- 4) The Sellers, at its option/discretion, may form Single or Multiple Association in respect of the Project / each of the Residential Buildings built in Schedule 'A' Property including in respect of the Tower in which Schedule 'C' Apartment is a portion and the Purchaser/s shall become a Member of the Owners' Association in the respective Towers 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 Sellers or by a maintenance company until expiry of one year and thereafter by Owners Association if it has been formed by that time 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 apartment 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 '**BRIGADE MEADOWS**' 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 on demand or at the time of registration of Sale Deed to Sellers the agreed sum per Sq. Feet of Saleable area of the Schedule 'C' Apartment as Common Maintenance Charges, Sinking Fund and Corpus Fund which will be utilised for the maintenance works, repairs and major works in the Towers/Development '**BRIGADE MEADOWS**'.and the unspent sums will be transferred to Federation/the respective associations.
 - d. In case of separate owners association for the towers, 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 MEADOWS**'.and each of the owners in '**BRIGADE MEADOWS**'.shall contribute proportionate charges for upkeep and maintenance of the common areas and services in '**BRIGADE MEADOWS**'.
 - 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 '**BRIGADE MEADOWS**'.or from the Owners' Association of each Tower.
- 5) The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Sellers 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 'A' Property (subject to further revision from time to time) for the maintenance and

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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 'C' Apartment.

- 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 Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 7) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
- 8) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Sellers or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment 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 **'BRIGADE MEADOWS' ..**
- 9) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 10) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Sellers construct and not at any time alter the said elevation in any manner whatsoever.
- 11) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Sellers or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 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 apartment that:
 - a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Sellers at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.

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- 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 apartment.
 - 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 apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - 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 Sellers 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 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/Holders of the other apartment/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) 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 Sellers to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 16) The Sellers will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'C' Apartment 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 apartments comprised in **'BRIGADE MEADOWS'**.
- 18) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance

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- to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.
- 19) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 20) The Purchaser/s of apartments in '**BRIGADE MEADOWS**' and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Sellers or the Owners' Association differ from the color scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas which are either specifically allotted to any Purchaser/s or not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers.

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- n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of '**BRIGADE MEADOWS**'.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**BRIGADE MEADOWS**'.
 - p) Trespass into other residential buildings in '**BRIGADE MEADOWS**' or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' apartment 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 'A' 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 Sellers 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 Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in '**BRIGADE MEADOWS**' or by the Owners Association.
- 24) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 25) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike 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 Apartment/Parking Space/Garden/ Terrace or permit the same to be used for any purpose which in the opinion of the Sellers and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/ Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or

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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 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 28) The common areas and facilities shall remain undivided and no apartment 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 'A' 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 apartment owners in "**Plumeria Lifestyle**" and/or in "**BRIGADE MEADOWS**".
- 30) The Purchaser/s shall pay to the Sellers 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 building and in **Plumeria Lifestyle** 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 **Plumeria Lifestyle**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, and basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and color washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.

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- h) All taxes payable, service charges and all other incidental expenses in general.
- 31) That in addition to payment of the expenses referred to in above Para, the Purchaser/s should also 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 'A' Property) periodically or as and when demanded by the Sellers/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 'C' Apartment and completion of development of Schedule 'A' Property.
- 33) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plan, storm water drainage, electric poles, etc., will always remain the property of the Sellers until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on such completion. However the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Sellers.
- 34) The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project in "**Plumeria Lifestyle**". 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 Sellers and the Purchaser/s shall have no objection whatsoever to the way the Sellers uses the spaces or deals with it in "**Plumeria Lifestyle**" in '**BRIGADE MEADOWS**'.
- 36) The Purchaser/s shall not object to the rights of the Sellers in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Sellers 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 Apartment may come, doth/do hereby covenant with the Sellers as follows:-
- a. To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is 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 Apartment is situated and in the said Apartment itself or any part thereof.

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- b. Not to store in the said Apartment 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 Apartment 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 Apartment and to maintain the said Apartment 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 Apartment 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. paradi or other structural members in the said Apartment 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 Apartment. 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 Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- 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 Apartment is situated.

:SCHEDULE 'F':

For BRIGADE ENTERPRISES LIMITED

1.
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The consideration for sale of Schedule 'C' Properties is Rs.-----/- (**Rupees ----- only**). The Purchaser/s has/have paid the Sellers **Rs.-----/-** by way of part payment towards sale price and the balance amount shall be payable in the following manner.

PAYMENT SCHEDULE			STATUS	
			Land Value	Construction Cost
	1	On Booking	Rs. -----	
	2	On Agreement	Rs. -----	
	3	On Commencement of flooring	Rs. -----	
	4	On Installation of lifts	Rs. -----	
	5	On Commencement of painting	Rs. -----	Rs. -----
	6	On Commencement of fixing of door and windows		Rs. -----
	7	On Possession		Rs. -----
TOTAL			Rs. -----	
V. APPROXIMATE AMOUNT FOR FEES, TAXES & ADDITIONAL EXPENSES TO BE PAID IN ADDITION TO AGREEMENT VALUE:				
1	GST is calculated at 18% on construction value (works contract basis) and will be collected with every installment.			Rs. -----
2	Clubhouse fees are charged at Rs. 90,000 and are subject to GST at 18% to be paid on demand.			Rs. -----
3	Additional charges towards water, electricity, STP, Solar & WTP plus GST at 18% are payable on demand.			Rs. -----
4	Stamp duty and registration charges as applicable which shall be paid at the time of registration.			Payable at actual before registration
5	Legal fees plus applicable GST to be paid 15 days prior to the date of registration			Rs. -----
6	Property assessment and sub-numbering charges plus GST at 18% are payable on demand at actuals.			Rs. -----
7	Building Maintenance Charges will be collected up-front for 12 months' maintenance, plus GST at 18%.			Rs. -----
8	Deposit towards One-time Sinking Fund plus applicable GST, equivalent to one year's maintenance charges will also be collected up-front.			Rs. -----
9	Deposit towards Campus Corpus Fund plus applicable GST will be collected up-front as a one-time charge.			Rs. -----

SCHEDULE "G"
:SPECIFICATIONS:

**SPECIFICATION OF THE
PROJECT - RESIDENTIAL**

For **BRIGADE ENTERPRISES LIMITED**

	FORMAT NO
	PAGE NO
	ISSUE DATE

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2.

PURCHASER/S

**PROJECT : Brigade Meadows
Phase II - Wisteria & Plumeria,
Bangalore**

SEGMENT

		Description	Proposed	
Marketing and Engineering	1	FOUNDATION		Isolated/ Combined footing
	2	SUPER STRUCTURE		RCC structure using Aluminium formwork.
	3	BLOCK WORK		
	4	FLOORING		
	<u>COMMON AREA:</u>	Waiting lounge /reception /GF Lobby /lift lobby		Granite/Vitrified Tiles /Green marble
		Staircases		Step tiles/stone/cement tiles
		Other lift Lobby and corridors (upper)		Vitrified tiles 600 x600 mm
		Service lift lobby		vitrified tiles 600 x600 mm
		MEP rooms		IPS floor with smooth finish
		Terrace		clay tiles with water proofing
		Basement		VDF/IPS floor with smooth finish
	<u>UNITS:</u>	Living / Dining / Family / Foyer		Vitrified tiles 600 x600 mm
		Master Bed room		Laminated Wooden Flooring /Vitrified Flooring
		Other Bed rooms		Vitrified Tiles 600 x600 mm
		Balcony / deck		anti skid ceramic tiles 300x300 mm
		Master Bed room toilet		ceramic tiles
		Other Toilets and powder room		ceramic tiles
		Kitchen		Vitrified tiles 600 x600 mm
		Utility		Vitrified tiles 600 x600 mm(same as kitchen tile)
		Servants room and toilet		NA
	5	WALL DADO		
		Kitchen		Provision for modular kitchen (no

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			dado)
	M.bedroom toilet		Glazed tile cladding up to false ceiling height
	Other toilets		Glazed tile cladding up to false ceiling height
	Servants room toilet		NA
6	KITCHEN		
	a. Counter		Provision for modular kitchen . (no counter /sink provided)
	b. Plumbing/Electrical		Plumbing : Provision for water purifier/sink,washing machine Electrical :16 amps - 3 no.s (washing machine,microwave oven/fridge) , 6amps - 5 no.s (exhaust /hob/chimney/aquaguard/mixer)
7	TOILETS:		
	CP Fittings		All CP fittings of Ess Ess/jaquar or equivalent make
	Sanitary fixtures		Wall mounted WC with exposed flush tank and health faucet (parryware/hindware/equivalent)
	Accessories		Soap tray, 2in1 wall mixer,toilet paper holder,basin mixer, robe hook,towel rod,health faucet.
	Shower Partion in M.bedroom Toilet		shower partition at extra cost as per client request
	Shower		Wall Mixer for shower (Jaguar/ Ess Ess or equivalent)
	Countertops		M.Bathroom- Granite counter with wash basin , other bathrooms- granite counter and wash basin
	False Ceiling		PVC/Calcium silicate
8	DOORS:		
	Main entry door - to unit		MAIN DOORS -Wooden door frames with polish and veneered shutters
	Bedroom doors		

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	Toilet door		with polish both sides. Night latch for main door with Magic eye BED ROOM DOORS- Wooden door frames with synthetic enamel paint and flush shutters with both sides enamel paint Powder coated MS body, mortice lock for bedrooms only. Toilet Doors- Wooden door frames with synthetic enamel paint and flush shutters with both sides laminate
	Utility		NA. as utility is part of kitchen
	Balcony door		Aluminium glazed sliding door
	Shaft door		MS door frame with steel shutter / standard
	Servant room and toilet		NA
	Servant room entry door		NA
9	RAILING		
	Balcony railing		MS Railing with synthetic enamel paint
	Staircase Railing (Common areas)		MS Railing with synthetic enamel paint
10	WINDOWS		Aluminum glazed windows with MS grills and provision for bug screen
11	PAINTING & FINISHES		
	a) Exterior finish		Weather proof Acrylic based paint with textured scratch finish
	b) Internal ceilings		
	common area		Oil Bound Distemper
	lift Lobby		Oil Bound Distemper
	staircase, utility area and service area		Oil Bound Distemper
	basement		Cement paint/economy emulsion
	unit		Oil Bound Distemper
	c) Internal walls		
	common area		Emulsion paint scratch coat
	lift Lobby		Emulsion paint scratch coat

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Engineering		staircase, utility area and service area	Oil bound distemper
		basement	Cement paint/economy emulsion
		unit	Acrylic emulsion paint
		d) steel works	Synthetic enamel paint- Berger/Asian Paints or equivalent
		e) woodwork	Synthetic enamel paint
	12	WATER SUPPLY/DRAINAGE	CPVC
		a) Sewage Line	PVC
		b) Water supply	Treatment- WTP
		External piping	UPVC
		Internal piping	CPVC
		Flushing	STP treated water
		c) Drainage	Treatment- STP
		External piping	PVC
		Internal piping	PVC
		d) Borewell	Yes
	13	AIR CONDITIONING	
		Living	16A switch & socket point with Wiring for Split AC.
		M.Bedroom	16A switch & socket point with Wiring for Split AC.
		Other Bedrooms	Only conduit provision for split AC (Electrical points will be on additional cost as per client request)
	14	TV POINTS, TELEPHONE AND DATA CABLE	
		Living / dining	1 no. - Tv point and 1.no Telephone point provided
		M.bedroom	1 no. - Tv point and 1.no Telephone point provided and data point provided
		C.Bedroom	Data point provided
	15	ELECTRICAL Load	
		3 bhk	5KW
		2 bhk	4KW

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	1BHK,1BHK +STUDY		3KW
	DG Back up		Partial power backup for 1BHK / 2 BHK / 3 BHK units
			3-KW for 3 BR, 2KW - 2BR ,1KW -1BR & 1BR+STUDY.
	Modular switches		Anchor Roma or equivalent make
16	VERTICAL TRANSPORTATION		2 no.'s lift + 1no. Staircase for 4 to a core and 2 no.'s lift + 2no. Staircase for 8 to a core.(Standard make with ARD faciliy and other safety features).
17	SECURITY SYSTEM & AUTOMATIONS		Provision for Intercom Facility
18	LANDSCAPING		yes
19	GAS SUPPLY*		No
20	WARDROBES		NA
21	SUSTAINABILITY		
	Solar water heater		Provided only for top 2 floors
	Organic waste converter		Yes (Common facility for both Wisteria and Plumeria)
	Ground water recharging		Yes
	Rain water storage		Yes
	Street light		Yes
	STP		Yes
	Car parking		As per byelaw

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:ANNEXURE:

SL. No.	Survey No.	Extent A - G	Date of Purchase	Document No.	Name of the Village
01	114	0 – 20	05.12.2008	4877/2008-09	Kaggalipura
02	119/1	2 - 27	05.12.2008	4873/2008-09	Kaggalipura
03	119/2 & 120	0 - 39 5 - 26	16.04.2007	479/2007-08	Kaggalipura
04	119/2	1 - 36	29.12.2010	6600/2010-11	Kaggalipura
05	121/1, 121/2 & 124/9	2 – 14 0 – 09 0 – 10	30.04.2007	782/2007-08	Kaggalipura
06	121/3	3 – 19	05.12.2008	4882/2008-09	Kaggalipura
07	122	3 - 24	22.08.2007	2768/2007-08	
08	122	0 - 22	05.08.2009	2575/2009-10	Kaggalipura
09	121/4 & 125/1	1 – 00 1 - 20	31.08.2007	2957/2007-08	Kaggalipura
10	124/3, 126/1 & 127/4	0 – 38 1 – 35 0 - 04	22.08.2007	2769/2007-08	Kaggalipura
11	123	1 - 22	05.12.2008	4875/2008-09	Kaggalipura
12	124/4	0 – 38	05.12.2008	4879/2008-09	Kaggalipura
13	125/3, 124/7, 125/4, 124/6, 124/8, 124/2, 124/5 & 125/2	0 – 26 0 – 14 0 – 12 0 – 16 0 – 10 0 – 04 0 – 29 1 - 20	22.09.2009	3557/2009-10	Kaggalipura
14	125/1	1 - 20	22.09.2009	3558/2009-10	Kaggalipura
15	125/1	0 - 30	22.09.2009	3603/2009-10	Kaggalipura
16	126	3 - 10	22.09.2009	3554/2009-10	Kaggalipura
17	127/1	1 – 04	22.09.2009	3556/2009-10	Kaggalipura
18	127/5	0 - 08	29.12.2010	6604/2010-11	Kaggalipura
19	136	5 – 20.75	05.12.2008	4887/2008-09	Kaggalipura
20	137 & 139	0 – 23 1 - 09	16.04.2007	461/2007-08	Kaggalipura
21	138	0 – 33	05.12.2008	4884/2008-09	Kaggalipura
22	140	0 - 18	30.04.2007	778/2007-08	Kaggalipura
23	141, 144/1 & 145	0 – 32 0 – 36.50 0 – 35.50	03.05.2008	552/2008-09	Kaggalipura
24	141 & 144/2	0 – 32 0 - 36	22.09.2009	3550/2009-10	Kaggalipura
25	142	2 - 04	03.05.2008	551/2008-09	Kaggalipura
26	145	0 – 35.50	22.09.2009	3549/2009-10	Kaggalipura
27	146	1 - 15	30.04.2007	784/2007-08	Kaggalipura
28	147	0 - 23	30.04.2007	780/2007-08	Kaggalipura
29	148/2	0- 26.50	29.12.2010	6599/2010-11	Kaggalipura
30	148/3	0-26.50	29.12.2010	6603/2010-11	Kaggalipura
31	149	2 – 00	05.12.2008	4880/2008-09	Kaggalipura

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

WITNESSES:

for **M/s. BRIGADE ENTERPRISES LTD.,**

- 1) Brigade Enterprises Ltd
World Trade Centre,
Brigade Gateway Campus
26/1, Dr. Rajkumar Road,
Malleswaram-Rajajinagar
Bangalore-560055
- 2)

- 1)
- 2)

Authorised Signatories
SELLERS

PURCHASER/S

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