

AGREEMENT TO SELL

THIS **AGREEMENT TO SELL** ("Agreement") is made and executed on _____
(_____.2025):

BY AND BETWEEN

M/s. BRIGADE ENTERPRISES LIMITED (PAN NO: AAACB7459F), a company incorporated under the Companies Act, 1956, CIN: L85110KA1995PLC01912, having its registered office at 29th & 30th Floor, 'World Trade Center Bangalore', Brigade Gateway Campus, No.26/1, Dr. Rajkumar Road, Malleswaram-Rajajinagar, BANGALORE – 560 055. Represented by its duly Authorised Signatories:

Hereinafter referred to as the "**Developer**" (which expression wherever it so requires shall mean its successors and assigns etc.,) **OF THE FIRST PART:**

AND

LILY REALTY PRIVATE LIMITED (PAN No:AABCL2976N), a private limited company incorporated under the provisions of Companies Act, 1956, bearing CIN: U45400MH2007PTC169296 and having its registered office at

A-Shop 12, Floor 1, Plot 2, A Block, Dattatraya Niwas, Gokhale Road (South), Portuguese Church, Dadar (W), Mumbai -400028,

Duly represented by its General Power of Attorney Holder: **M/s. BRIGADE ENTERPRISES LIMITED**, a company incorporated under the Companies Act, 1956, bearing CIN: L85110KA1995PLC01912 and having its registered office at 29th & 30th Floors, 'World Trade Center Bangalore', Brigade Gateway Campus, No. 26/1, Dr. Rajkumar Road, Malleswaram-Rajajinagar, BANGALORE – 560 055. Represented by its duly Authorised Signatories:

Ms. Shilpashree Gowda, Sr. Manager – Customer Relations or
Mr. Roshan Savio Prabhu, Manager – Customer relation or
Ms. Shubha. N.S, AGM - Customer Relation

AND

Ms. Sheeba Suresh, DGM – Customer Relations; or
Mr. Ramakrishna V T, Sr. Manager – Customer Relations

Hereinafter called the "**Landowner**" (which expression wherever it so requires shall mean and include its successors and assigns etc.,) **OF THE SECOND PART:**

IN FAVOUR OF

1. Mr. / Ms. _____, (Aadhar no. _____, PAN: _____) son / daughter of _____, aged about _____ years, residing at _____

For BRIGADE ENTERPRISES LTD

2. Mr. / Ms. _____, (Aadhar no. _____, PAN: _____) son / daughter of _____, aged about _____ years, residing at _____

Hereinafter individually / jointly as the case may be, referred to as the "**Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, representatives, executors, administrators, successors and permitted assigns) of the **OTHER PART**;

WHEREAS

- A. The Sellers represent that the Land Owner is the owner of all that piece and parcel of residentially converted lands admeasuring 15 Acres 23.08 Gunta, bearing Survey Nos. 4, 5/1, 5/2, 6/1, 6/2, 6/3, 6/4, 7/1, 7/2, 7/3, 7/4, 7/5, 7/6, 8/1, 8/3, 8/4, 9/2, 9/3, 9/4, 9/5, 10/1, 10/2, 10/3, 10/4, 12/2, 16/1, 16/2, 16/3, 16/4 and 17, situated at Bhattarahalli Bidarahalli Hobli, Bangalore East Taluk ("**Larger Property**", as more fully described in Part B of Schedule A hereto), having acquired the same under the following sale deeds (collectively, "**Larger Property Sale Deeds**"):
- (i) Sale Deed dated 16.04.2010, registered as Document No. 00282 of 2010-11 in Book I at the Office of the Sub-Registrar, Bidarahalli;
 - (ii) Sale Deed dated 14.07.2010, registered as Document No. 02355 of 2010-11 in Book I at the Office of the Sub-Registrar, Bidarahalli;
 - (iii) Sale Deed dated 24.12.2010, registered as Document No. 04706 of 2010-11 in Book I at the Office of the Sub-Registrar, Bidarahalli;
 - (iv) Sale Deed dated 07.09.2011, registered as Document No. 04218 of 2011-12 in Book I at the Office of the Sub-Registrar, Bidarahalli; and
 - (v) Sale Deed dated 22.07.2011, registered as Document No. 02645 of 2011-12 in Book I at the Office of the Sub-Registrar, Bidarahalli;
- B. The erstwhile landowners of the Larger Property had executed a: (a) Joint Development Agreement dated 18.01.2008, registered as Document No. BDH-1-02953-2007-08 (stored in CD No. BHDH8) at the Office of the Sub-Registrar, Bidarahalli; and (b) General Power of Attorney dated 18.01.2008, registered as Document No. 82 of 2007-08 at the Office of the Sub-Registrar, Bidarahalli; in favour of M/s. Altius Pashmina Developers. The development of the Larger Property could not be given effect for certain reasons and accordingly, the aforementioned Joint Development Agreement and General Power of Attorney were cancelled by the erstwhile landowners of the *vide* 2 (two) Cancellation Deeds, both dated 27.01.2010;
- C. M/s. Altius Pashmina Developers has also executed the Larger Property Sale Deeds as a 'Confirming Party', confirming the conveyance of the Larger Property in favour of the Landowner, and confirming that it does not have any right, title and interest over the Larger Property. Further, M/s. Altius Pashmina Developers has executed a duly registered Deed of Confirmation dated 22.05.2024, registered as Document No. HLS-1-00672/2024-25, at the Office of the Sub-Registrar, Halsoor in favour of the Landowner to reaffirm: (a) the cancellation of the aforementioned Joint Development Agreement dated 18.01.2008 and the General Power of Attorney dated 18.01.2008; and (b) to reaffirm it does not have any right, title and interest over the Larger Property;

For BRIGADE ENTERPRISES LTD

- D. The Landowner has obtained modified development plan for the development of the Larger Property from the Commissioner, BDA, Bengaluru *vide* Sanction Letter dated October 19, 2015 bearing No. BDA/TPM/DLP-39/10-11/2778/2015-16 ("**Development Plan**"). In terms of the Development Plan, the Landowner has relinquished 7,875.24 square meters (equivalent to 1 Acre 38 Guntas), from out of the Larger Property for parks, open spaces and road widening in favour of BDA *vide* Relinquishment Deed dated October 06, 2015, registered as document No. 3210/2015- 16, Book I, stored in CD No BDAD214 at the office of the Sub-Registrar, Bengaluru. The parks and open spaces in the Larger Property can be accessed vide an internal access road from Old Madras Road;
- E. The balance portion of Larger Property, admeasuring 13 Acres 25.5 Guntas is more particularly described in Part B of Schedule A hereto and is hereinafter referred to as "**Project Land**";
- F. The Landowner, being desirous of developing certain portion of the Project Land ("**Phase 1 Project Land**"), has obtained modified building sanctioned plan dated October 31, 2017 bearing No. BBMP/Addl.DIR/JD-North/0146/10-11 from the Joint Director, Town and Country Planning (North), BBMP and has developed a residential complex project ("**Phase 1 Project**") therein and has received Occupancy Certificate dated June 29, 2019 and corrigendum to Occupancy Certificate dated January, 03, 2023 from BBMP for the same;
- G. The Landowner, being desirous of developing the remaining portion of the Project Land admeasuring 06 Acres 37 Guntas in the area earmarked in the sketch annexed hereto, as more fully described in Part C of Schedule A hereto ("**Schedule A Property**" / "**Phase 2 Project Land**"), has executed a: (i) Joint Development Agreement dated May 22, 2024, registered as document No. 673 of Book-I, 2024-25 ("**JDA**"); and (ii) an Irrevocable General Power of Attorney dated May 22, 2024, registered as document No. 74 of Book-I, 2024-25 ("**GPA**"); in favour of the Developer, authorizing the Developer to develop the Phase 2 Project Land. The Landowner and Developer (in furtherance to the JDA and POA) are fully seized and possessed of the Schedule A Property with power and authority to sell or otherwise dispose of the Schedule A Property in favour of any person/s;
- H. Pursuant to the JDA and the POA, the Developer has undertaken development of a residential apartment complex ("**Phase 2 Project**") over the Phase 2 Project Land. The Seller and Developer agreed to jointly undertake the development of the Part-B land in the Schedule 'A' Property into 'Residential Apartment Building', car parking, Club House in terms contained therein and agreed to share the built-up areas and land in the ratios agreed and detailed therein;
- I. The Landowner has already obtained the Development Plan with respect to the Project Land. In furtherance to the aforementioned, the Developer, in terms of the JDA and GPA, has obtained building sanctioned plan dated 4th June 2025 bearing No. BBMP/Addl.Dir/JDNORTH/0094/24-25 ("**Sanctioned Plan**") from BBMP for construction of a residential apartment complex comprising of 4 Wings/Towers, wherein A, B & C Wings/Towers consists of 2 Basements + Ground + 21 Upper Floors and for D Wing/Tower 2 Basements + Ground + 22 Upper Floors and Club House consisting of Ground + 1 Upper Floor and the entire development is identified as 'Brigade Lakecrest';

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- J. The entire consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall be payable to Developer who is entitled to receive and apportion the amounts with the Landowner;
- K. The Landowner and Developer have identified the residential apartments and built-up areas etc., falling to their respective shares in '**BRIGADE LAKECREST**' being constructed by the Developer on Part-C of the Schedule 'A' Property in terms of an Allocation Agreement and agreed that the Landowner and Developer are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas.
- L. In terms of the JDA and POA, the Developer is authorized to sell the Apartments (of both the Landowner & Developer) and other built spaces in Phase 2 Project, enter into agreement to sell, for sale of Apartment in the Phase 2 Project with third party purchasers upon obtaining the building plan sanction and registration of the Phase 2 Project with RERA;
- M. The Phase 2 Project shall be completed in 1 (One) Phase and the Phase 2 Project has been registered under the provision of the Real Estate (Regulation & Development) Act ("**RERA**"), having assigned with Registration No. _____, dated _____ by the RERA Authority. The said registration is valid and continuing as on date;
- N. The Developer has evolved a scheme of ownership of Residential Apartments in Project Land ("**Scheme**"), in terms of which, any person desirous of owning an apartment in Phase 2 Project is required to purchase the proportionate undivided share, right, title, interest and ownership in Project Land. Also, the Purchaser is required to get the apartment constructed through the Developer. Upon sale in the overall scheme, the entire Project Land shall be jointly owned and held by the owners of the apartments and each of them having a definite undivided share in the Project Land 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., within the Project Land, which is also jointly owned and held by all of them and to be maintained by Apex Association of Apartment Owners in the Phase 1 Project and Phase 2 Project. The scheme as described above forms the basis of sale and ownership of the Apartments in the Phase 2 Project;
- O. The Purchaser/s, after due verification and scrutiny, being satisfied with the title of the Sellers to the Project Land and after understanding with the scheme propounded by the Developer and sanctions obtained by them, is/are interested in owning an apartment described in Schedule 'C' hereto ("**Schedule 'C' Apartment**") in the Phase 2 Project. The floor plan of the Schedule 'C' Apartment is annexed hereto and marked as Schedule I. As per the Scheme, the Purchaser/s has agreed to purchase the same with the proportionate undivided share in Project Land, morefully described in Schedule 'B' herein, from the Sellers. The Purchaser has further agreed to get the Schedule 'C' Apartment constructed through the Developer;
- P. The Purchaser, being interested in owning an Apartment in Phase 2 Project, has approached the Sellers in this regard. On demand made by the Purchaser/s, the Sellers have provided the soft copies of documents of title pertaining to Schedule 'A' Property to the Purchaser/s, *vide* online portal, to enable the Purchaser to conduct legal due-diligence with respect to the title of the Sellers to the Schedule A Property, to his satisfaction. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule 'B'

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Property and Schedule 'C' Apartment. The Purchaser/s has/have understood, evaluated and satisfied himself / themselves of the building plans, designs, specifications, quality of construction, concept, title, etc., of the Phase 2 Project, 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 Sellers and their rights and having understood the Scheme, 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 'B' Property and Schedule 'C' Apartment;

- Q. The Sellers have offered to sell the Schedule 'B' Property, free from all encumbrances (other than as disclosed in this Agreement), along with right to construct through the Developer and own the Schedule 'C' Apartment, and the Purchaser has accepted the said offer and agreed to purchase the Schedule 'B' Property free from all encumbrances (other than as disclosed in this Agreement), with the right to construct through the Developer and own the Schedule 'C' Apartment, for consideration mentioned in the Schedule 'F' herein. The Sellers have agreed to convey the Schedule 'B' Property and Schedule 'C' Apartment to the Purchaser, subject to the Purchaser complying with the terms and conditions of this Agreement and on payment to the Developer of all the amounts detailed in this Agreement. Upon such sale in the overall scheme, the Purchaser will have a defined proportionate undivided share in the Project Land, which shall be equivalent to the Schedule 'B' Property agreed to be purchased by them, and absolute ownership to the Schedule 'C' Apartment them, with right to use (in common with others) all the Common Amenities, areas and facilities, passages, common garden, access, roads, etc., within the Project Land;
- R. The Parties have perused 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 Phase 2 Project and Phase 2 Project Land.
- S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sellers hereby agree to sell and the Purchaser hereby agrees to purchase the Schedule 'C' Apartment, along with the Schedule 'B' Property, as per the terms of this Agreement.

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

1. DEFINITIONS AND INTERPRETATION:

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

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- 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) **"Apartment/s"** shall mean the apartments being developed by the Developer, forming the Phase 2 Project at Phase 2 Project Land.
- c) **"Appropriate Government"** means the State Government of Karnataka.
- d) **"Agreement"** shall mean this Agreement to Sell the Schedule B Property, and the construction of the Schedule 'C' Apartment, including the schedules and annexes hereto, as may be amended from time to time.
- e) **"Association"** or **"Association of Apartment Owners"** or **"Owners Association"** shall mean the Association of Apartment owners to be formed by the Developer, in respect of the Phase 2 Project.
- f) **"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 instalments set out in terms of Schedule 'F' hereto.
- g) **"BBMP"** shall mean Bruhat Bangaluru Mahanagara Palike.
- h) **"BDA"** shall mean Bangalore Development Authority.
- i) **"Booking Amount"** shall mean 10% (Ten Percent) of the Total Sale Consideration.
- j) **"Carpet Area"** shall mean and include the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or deck area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment;

Explanation: For the purpose of this Agreement, 'exclusive Balcony or Deck area' means the area of the Balcony or Deck, as the case may be, which is appurtenant to the net useable floor area of the Apartment, meant for the exclusive use of the Purchaser; and 'exclusive open terrace area' wherever applicable shall mean the area of open terrace which is appurtenant to the net useable floor area of the Apartment meant for the exclusive use of the Purchaser.
- k) **"Common Amenities"** shall mean and include those amenities and facilities in the Project as detailed in Schedule 'H' hereto. The Common Amenities in the Project are subject to such rules and regulations as are prescribed by the Promoter or agency/entity appointed by the Association of Allottees, as the case may be.
- l) **"Common Areas"** shall have the meaning as defined under Clause (n) of Section 2 of the Act.
- m) **"Deed of Declaration"** shall mean the Deed of Declaration to be executed by the Developer, to submit the Phase 2 Project, the Common Areas, the Common Amenities and facilities of the Project.

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- n) **'FAR'** shall mean the floor area ratio;
- o) **"Force Majeure"** shall mean any one or more of the following events or conditions if it wholly or partially delays or prevents a Party from performing any of its obligations or circumstances or combination of events or circumstances set out below and those which are beyond the reasonable control of either party including delays by authorities responsible for sanction of approvals and which occur without the fault or negligence of such party and which have the effect of adversely affecting the performance by the party of its obligations under this Agreement and includes:
- (i) acts of God;
 - (ii) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, mobilization, government requisition;
 - (iii) act of terrorism or sabotage;
 - (iv) rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - (v) riot commotion or disorder (unless, if the Second Party is the affected party, such riot, commotion or disorder is solely restricted to employees of either Second Party or of either Second Party's subcontractors); and/or
 - (vi) Strike including the transporters, Suppliers, Contractors, Sub- Contractors, lockouts or labor strike, shortage of raw materials or labour caused due to above strike or otherwise;
 - (vii) Radioactive contamination or ionising radiation or chemical contamination;
 - (viii) Flood, Cyclone, Lightening, earthquake, drought storm, or any other extreme effect of natural elements or other acts of god having an adverse effect;
 - (ix) Epidemic /pandemic or plague;
 - (x) Fire or explosion;
 - (xi) Any restrictive order, rules or regulations made or issued by the Government or any other Authority including quarantine order, shut down, social distancing etc.;
 - (xii) Any restraint or injunctive orders issued by any competent court or authority affecting the development;
 - (xiii) Non availability or shortage of construction materials including sand, cement, steel, jelly, wood, labour or any other construction related materials.
- p) **"Interest"** means the rate of interest payable by the Developer or the Purchasers, as the case may be, in terms of this Agreement which is to be calculated at the rate of 2% (Two Percent)

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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.

- q) **"Master Association"** shall mean the association formed by Association Apartment Owners and the association of purchasers of apartments of Phase 1 Project, as per the provisions of the Karnataka Apartment Ownership Act, 1972.
- r) **"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.
- s) **"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.
- t) **"Project"** shall refer to " Brigade Lake Crest"
- u) **"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 to the Purchaser, on the terms and conditions contained therein under the Scheme.
- v) **"Schedule A Property"** shall mean the land on which the Phase 2 Project is being developed by the Developer, as more fully described in the Schedule A hereto.
- w) **"Schedule B Property"** is the undivided share in the Project Land, corresponding to the Schedule 'C' Apartment, as more fully set out in the Schedule B hereto.
- x) **"Schedule 'C' Apartment"** shall mean the apartment which is being constructed over the Schedule A Property by the Developer for the Purchaser/s, as more fully described in the Schedule 'C' hereto.
- y) **"Sellers"** shall mean the Developer and the Landowner, collectively.
- z) **"Sale Consideration"** shall mean the total aggregate consideration amount for the sale of the Schedule 'C' Apartment and Schedule 'B' Property, as detailed in Schedule 'F' hereto.
- aa) **"TDR"** shall mean Transferable Development Rights as defined under Section 14B of the Karnataka Town and Country Planning Act, 1961.

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.

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.

2. SALE CONSIDERATION & PAYMENT OF DEPOSITS

For BRIGADE ENTERPRISES LTD

**Authorised Signatories
Seller / Developer**

PURCHASER/S

- 2.1. The Sellers shall sell and Purchaser/s shall purchase, the Schedule 'B' Property and Schedule 'C' Apartment, for the consideration payable by the Purchaser in terms of Schedule 'F' herein. In case of any variation in the undivided share or the area of the Schedule 'C' Apartment to be conveyed to the Purchaser/s herein in terms of this agreement, (which is not more than 3% (Three Percent)) consequent to construction or any variation to the plans sanctioned or for any other reason,, the Sale Consideration stipulated for sale of the Schedule 'B' and/or Schedule 'C' Apartment shall stand varied accordingly and otherwise. Accordingly, the Sale Consideration shall be adjusted, and any excess amount paid by the Purchaser/s shall be refunded by the Sellers, and likewise, any shortfall in Sale Consideration shall be then paid by the Purchaser to the Developer.
- 2.2. The Purchaser/s has/have paid the Developer, the Booking Amount as mentioned in Schedule 'F' hereto, as part payment of Sale Consideration and have agreed to pay the balance Sale Consideration to the Developer, in terms of Schedule 'F' hereto. The Parties hereby acknowledge that payment of Sale Consideration in terms of Schedule 'F' hereto is the essence of this Agreement and under no circumstance, shall they Purchaser/s delay in payment of the balance Sale Consideration. The Purchaser/s hereby agrees that any delay on his/her/their part, to pay Sale Consideration as per timelines provided in Schedule 'F' hereto, shall affect the development of the Schedule 'B' Property and Schedule 'C' Apartment, and would also affect the interest of other purchasers of the undivided interest in Project Land. In case any cheque/s issued by the Purchaser/s in respect of the payments to be made as per Schedule 'F' hereto is/are dishonoured for any reason, the Purchaser/s agree that they shall not only liable for lawful action, but shall also be liable to pay the charges collected by the Bank.
- 2.3. In addition to the Sale Consideration as detailed in Schedule F hereto, the Purchaser/s shall also pay the following to the Developer:
- a. Proportionate cost of external infrastructure development including but not limited to power, water, sanitary, and all related work in connection to the units in the development, connection charges and deposits payable to all Statutory Authorities, such as Bangalore Electricity Supply Company/ Karnataka Power Transmission Corporation Ltd. etc.;
 - b. Goods & Services Taxes (GST) and /or in whatever name it is referred/called as, and all other taxes as per prevailing rates, as applicable on this Agreement during its subsistence, shall be paid by Purchaser/s, as and when demanded by the Developer;
 - c. 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 Developer and demand thereof shall be final and binding on the Purchaser/s;
 - d. Cost of additional facilities and amenities in the Schedule A Property, if any, as levied by the Developer; and
 - e. 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 Developer.

For BRIGADE ENTERPRISES LTD

- 2.4. The Purchaser/s hereby covenant with the Sellers that they shall not be entitled to question the cost at which the Developer sells / constructs the other Apartments in Phase 2 Project **to** / for other purchasers, or the quantum of deposits and other sums referred to in this Clause 2. The Purchaser acknowledges that the Developer shall be free to determine and agree upon the cost of construction, payment of other sums and specifications for other purchasers of the Apartments.
- 2.5. The Purchaser/s hereby authorizes the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues, against any amount lawfully outstanding (if any) from the Purchaser, as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand /direct the Developer to adjust the payments made by him / her / them in any particular manner.
- 2.6. In the event of delay/default by the Purchaser/s in payment of the balance Sale Consideration in terms of Schedule 'F' hereto, the Developer shall be entitled to terminate this Agreement by issuing a notice to the Purchaser/s, calling upon them to pay the arrears of such balance Sale Consideration due, within Thirty (30) days (plus Thirty (30) days of grace period) from the date of issuance of such notice. If the Purchaser/s fail/s to pay the arrears in terms of the aforementioned notice, this Agreement shall be deemed to have been terminated without any requirement to issue further communication / separate letter to the Purchaser. Upon occurrence of such event as mentioned in this Clause 2.6, and if this Agreement has been registered with the jurisdictional sub registrar of assurances, the Purchaser shall duly execute and register a deed of cancellation, evidencing the cancellation of this Agreement.
- 2.7. In the event of termination of this Agreement in terms of Clause 2.6, the Developer shall be entitled to forfeit the Booking Amount as liquidated damages by adjusting the same against the amounts due by the Purchaser/s till the date of termination and the Developer shall then refund the balance amounts paid by Purchaser/s, if any, to the Purchaser, within 60 days from the date of termination of Agreement, without any interest, subject to the Purchaser executing and/or registering the necessary deed of cancellation or such other document, as demanded by the Developer.
- 2.8. Upon termination of this Agreement, the Purchaser/s hereby undertake that they shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or over the Developer. The Developer shall be entitled to deal with Schedule 'B' Property and Schedule 'C' Apartment as it may deem fit for its benefit, without reference to the Purchaser/s.
- 2.9. However, if the Purchaser/s pays the arrears of the due Sale Consideration within the time stipulated in the notice of termination issued by Developer in terms of Clause 2.6 hereinabove, along with Interest, the Developer's right to terminate this Agreement pursuant to such default shall lapse and this Agreement shall continue to be valid and binding on the Parties. Any payments made by the Purchaser/s to the Developer shall firstly be appropriated towards the payment of Interest due (if any) and the remaining shall be appropriated towards payment of due Sale Consideration, and any deficit would be made good by the Purchaser/s.
- 2.10. However, even after the expiry of stipulated notice period (as mentioned above) the Developer at their discretion may agree to receive the unpaid sums with interest at highest State Bank of India Base Rate / Marginal Cost Lending Rate Plus 2% per annum or as fixed by the RERA

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from time to time from due date till repayment in full and in one lump sum of all the outstanding dues.

- 2.11. In case the Purchaser/s cancel/s this Agreement or refuses / fails to sign and /or register this Agreement within 15 (Fifteen) days after being asked to do so, the Developer is entitled to forfeit, from the amounts paid / recover from the Purchaser/s, an amount equivalent to Booking Amount as liquidated damages and refund the balance sum, if any, without any interest within 60 (Sixty) days from the date of termination of this Agreement, subject to the Purchaser/s executing and /or registering the Deed of Cancellation of this Agreement or such other document(if the same is already signed and/or registered). Forfeiture / recovery of amounts as aforesaid by the Developer will be automatic, without further notice on the Purchaser/s, upon cancellation of this Agreement as aforesaid.
- 2.12. If the Purchaser/s has/have availed housing loan facility with respect to the Schedule 'C' Apartment from any financial institution or a bank, then based on the terms of such loan availed by Purchaser/s, after deduction of Booking Amount and interest, the Developer shall hand over the balance amount to such financial institution or the bank, to the extent that such amount has been funded by financial institution or the bank. Against receipt of such amount, the financial institution or the bank (as the case may be) shall forthwith issue a 'no dues certificate' in favour of the Developer with respect to Schedule 'C' Apartment and handover the original of this Agreement deposited by the Purchaser/s with such financial institute or bank, or cause the Purchaser/s to handover the original of this Agreement to the Developer. The balance remaining, if any, post payment to financial institute or bank, shall be refunded to the Purchaser/s. On refund of the amount as stated above to the bank or financial institution, this Agreement shall be deemed to be cancelled/ terminated and the Developer shall be entitled to deal with Schedule 'B' Property and Schedule 'C' Apartment in any manner at its discretion, with a third party. The Purchaser/s hereby authorizes the Developer to cancel the Agreement by executing and/or registering such deed of cancellation as Developer may deem fit and to that extent, the agency is created in favour of the Developer by the Purchaser.
- 2.13. In any of the above circumstances, there shall be no refund of any of the taxes paid by the Developer on behalf of the Purchaser/s. The Purchaser/s can directly claim the same from the concerned department of the Government.
- 2.14. The Purchaser/s shall be solely responsible to deduct taxes at source ("**TDS**") at the rate of 1% (One Percent) on the total Sale Consideration as required under Section 194IA of the Income Tax Act, 1961 ("**IT Act**") for each of the payment made towards the Sale Consideration and shall comply with the provisions of the IT Act. The Purchaser/s shall remit TDS within 30 (Thirty) days from the end of the month in which tax is deducted. The Purchaser/s also undertake to issue TDS certificate in Form 16B to the Developer within 7 (Seven) days from the date of remittance of TDS.
- 2.15. The Purchaser/s, if non-resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act & Rules made thereunder ("**RBI**") 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 Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on

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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 Developer 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 Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer 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 Developer shall issue the payment receipts in favour of the Purchaser/s only.

3. SPECIFICATIONS:

- 3.1. The specifications of construction of Schedule 'C' Apartment agreed between the Developer and Purchaser/s, amenities and facilities forming part of the Schedule 'C' Apartment are detailed in Schedule 'G' to this Agreement and the Developer agrees to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto. The Purchaser/s shall not seek any modifications in the plans of the Schedule 'C' Apartment / its specifications at any time. In the event of Developer agreeing to modify the specifications basis the Purchaser/s request, the same shall be undertaken at mutually agreed cost and timelines. It is hereby clarified that many of the materials used in development of Schedule 'A' Property (including the Schedule 'C' Apartment) 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 Developer and while the Developer agrees to use the quality materials available, they are unable to assure that the materials used for development of Schedule 'A' Property and Schedule 'C' Apartment would match exactly with the samples shown with regard to said features. Similarly, manufacturing materials such as ceramic/vitrified tiles, anodized/powder coated aluminium, 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 Developer. The Developer would be relying upon the manufacturers and suppliers for its raw materials, such as marble, granite, timber, tiles, aluminium, 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 Developer reserves the right to substitute with equivalent alternative.

4. COMPLETION & DELIVERY OF POSSESSION:

- 4.1. The Developer hereby undertakes to complete the construction of the Schedule 'C' Apartment in Schedule 'A' Property on or about **31.03.2030 ("Completion Date")** and shall accordingly procure Occupancy Certificate. The Developer shall deliver possession of the Schedule 'C' Apartment in Schedule 'A' Property to the Purchaser/s after execution of Sale Deed. Though Developer shall endeavor to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the Developer for delays in obtaining such connections, Occupancy Certificate, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/ losses/ interest against the Developer on the ground of such delay. If there is delay in securing permanent connections with respect to electricity and/or water supply to Schedule 'C' Apartment, temporary connections will be provided till permanent connections with respect to same are secured.

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Developer may provide water to the Phase 2 Project through bore well or tanker or through any other source. The Purchaser/s shall pay the consumption charges for water, electricity etc., as per bills raised.

- 4.2. The Developer shall not be liable if they are unable to complete the construction of the Phase 2 Project and/or the Schedule 'C' Apartment and deliver possession by the Completion Date, upon occurrence of a Force Majeure event. Upon occurrence of a Force Majeure event, the Developer shall be entitled to extension of time to deliver and handover possession of the Schedule 'C' Apartment and the Sale Consideration paid by the Purchaser/s till such date under this Agreement shall not be refunded nor shall the Purchaser/s be entitled to any interest. It is clarified and accepted by and between the Parties that delay in handing over the possession of the Schedule 'C' Apartment due to any reason/s in connection with Force Majeure event, shall not be construed as delay in construction or completion of the Phase 2 Project and Schedule 'C' Apartment.
- 4.3. In case it is proven that there has been a willful delay in delivery of the Schedule 'C' Apartment by the Developer (for reasons other than Force Majeure event), the Developer shall pay Interest to the Purchaser/s, as damages on the installment paid from date committed for handing over of the Schedule 'C' Apartment till actual delivery, subject to conditions that:
 - a. Such delay shall not be attributable to the reason/s mentioned in clause 4.2 above;
 - b. The Purchaser/s has/have paid all the amounts payable as per Schedule 'F' of this Agreement and within the stipulated period and has not violated any of the terms of this Agreement;
 - c. The delay is proven to be willful delay on the part of the Developer; and
 - d. No modification of the Schedule 'C' Apartment has been sought for. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Apartment or for any reason attributable to Purchaser/s, then there is no delay liability on part of the Developer and to pay any damages as aforesaid.
- 4.4. Possession of the Schedule 'C' Apartment will be delivered to the Purchaser/s by the Developer within 3 (Three) months from the date of receipt of Occupancy Certificate or from the date of obtaining E-Khata(if required) from the concerned authority in respect of the Schedule 'C' Apartment, whichever is later, provided all the amounts due and payable by the Purchaser/s under this Agreement shall have been duly paid to the Developer in time and the Purchaser/s shall have executed and registered the Sale Deed in respect of Schedule 'B' Property and Schedule 'C' Apartment. It is hereby clarified that execution of the Sale Deed with respect to Schedule 'B' Property and Schedule 'C' Apartment shall take place once the Schedule 'C' Apartment is ready for hand over as far as possible, and after the Developer calls upon the Purchaser/s for registration of Sale Deed and taking over of possession of Schedule 'B' Property and Schedule 'C' Apartment.
- 4.5. The Purchaser/s shall take possession of the Schedule 'C' Apartment after paying in full, all the dues including the deposits mentioned in this Agreement and overdue interest, if any, on or before the dates stipulated by the Developer in writing, by duly executing and registering the Sale Deed. The Purchaser shall take possession of the Schedule 'C' Apartment from the

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Developer by executing necessary indemnities, undertakings and such other documentation, as may be required by the Developer. Parties hereby acknowledge that 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 after receiving intimation/notice from the Developer for the same, discharges Developer from its obligations under this Agreement. It is however clarified that the Developer shall continue to be entitled to levy holding charges as per Clause 4.7 and the Purchaser shall continue to be liable to pay maintenance charges as applicable, from the date of such intimation.

- 4.6. The Purchaser/s shall be liable to bear and pay to the Developer the following expenses, commencing from the date of handing over Schedule 'C' Apartment, or from the date of issuance of intimation to the Purchaser with respect to the Schedule 'C' Apartment being ready for hand over, or from the date of receipt of Occupancy Certificate, whichever is earlier, without affecting the right / interest of the Purchaser:
- a. the minimum electricity and water demand charges and wi-fi charges for Schedule 'C' Apartment;
 - b. property taxes in respect of the Schedule 'C' Apartment;
 - c. other outgoings and expenses incurred by the Developer for maintenance of the Schedule 'C' Apartment till its handing over to the Purchaser/s;
 - d. Purchaser/s's share of common maintenance expenses *i.e.*, proportionate share of insurance premium, wages for the persons appointed by the Developer to manage and look after the Common Areas and facilities in Phase 2 Project, such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., A.M.C's (Annual Maintenance Costs) & O.M (Operation & Maintenance Cost) for various facilities, expenses incurred by the Developer or the agency appointed for maintaining all the Common Areas and facilities such as electricity charges, water charges, diesel charges for DG Back-up, housekeeping consumables etc.
- 4.7. The Purchaser/s shall receive possession of the Schedule 'B' Property and Schedule 'C' Apartment on or before Completion Date, subject to this Clause 4. In case the Purchaser/s defaults in receiving the possession of Schedule 'B' Property and Schedule 'C' Apartment as aforesaid and/or complete the conveyance of the Schedule 'B' Property and Schedule 'C' Apartment, the Developer shall be entitled to and Purchaser/s shall be liable to pay [Rs./-] [(Rupees)] per sq. ft. of the entire saleable area of the Schedule 'C' Apartment per month as holding charges. The period of delay in receiving possession of the Schedule 'B' Property and Schedule 'C' Apartment shall be computed from expiry of 15 (Fifteen) days from the date of issuance of notice by the Developer to the Purchaser/s for taking over possession, and such delay shall be calculated till actual handing over. The Purchaser/s agrees to pay such holding charges before receiving possession of Schedule 'B' Property and Schedule 'C' Apartment. In addition, the Purchaser shall also be liable to pay maintenance charges for the said period of delay.
- 4.8. The Purchaser/s, upon taking over the possession of Schedule 'B' Property and Schedule 'C' Apartment, shall be deemed to have accepted 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 Developer for any items of work in the Schedule 'C' Apartment, which may be alleged as

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not carried out or completed by the Developer. This however shall not be applicable to any snags reported by the Purchaser/s at the time of taking over of the Schedule 'C' Apartment, which shall be attended to and rectified by the Developer.

5. LOAN:

- 5.1. If the Purchaser/s is/are desirous of obtaining a loan to finance the payment of the Sale Consideration, the Purchaser/s shall at his/her/their own cost and 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; and the Purchaser/s shall solely be liable for the due and proper performance of all the terms and conditions of the loan documents pertaining to the Loan.
- 5.2. The Purchaser/s undertakes to do all acts, things and take all steps that are required for disbursement of the Loan amount and for payment of relevant instalment of Sale Consideration to the Developer, without any delay and in the manner mentioned in this Agreement.
- 5.3. Notwithstanding whether any Loan is availed by Purchaser/s or not, the Purchaser/s shall still be liable to pay to the Developer 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 Developer shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 5.4. If the Purchaser/s fail/s or is unable to get the sanction / obtain the Loan for any reasons whatsoever, or if his Loan application is rejected by the Financier for whatever the reason, including his ineligibility for the Loan, the Developer shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expenses howsoever, arising or incurred in relation to the same and it shall not be a reason for the Purchaser to delay the payment or for any non- payment on due dates of any amounts set out in this Agreement.
- 5.5. The Purchaser/s shall indemnify and keep the Developer 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.
- 5.6. The Purchaser/s agree that in case the Purchaser/s opts for a Loan arrangement with any financial institution/banks for the purchase of the Schedule 'C' Apartment, the conveyance of the Schedule 'C' Apartment in favour of the Purchaser/s shall be executed only upon the Developer receiving 'No Objection Certificate' from such financial institution/Banks from whom the Purchaser/s has/have availed Loan for purchase of the Schedule 'C' Apartment.

6. TITLE AND TITLE DEEDS:

- 6.1. The Purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and only after being satisfied as to the title of the Developer and the Landowner to the Schedule 'A' Property, and the Developer's right to develop Schedule 'A' Property, has/have entered into this Agreement.

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- 6.2. The Purchaser/s has/have no objection for the Developer 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, provided the same shall not affect the rights of the Purchaser under this Agreement. However, the Developer alone are responsible for discharge of the said charge or mortgage created over the Schedule 'A' Property. The Developer agrees to secure necessary 'No Objection Certificates' from the lending bank/financial institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' Property and Schedule 'C' Apartment, confirming that Schedule 'B' Property and the Schedule 'C' Apartment is free from the said charge or mortgage.
- 6.3. The Sellers will at their discretion, either hand over the original title deeds for the Schedule 'A' Property to the Association after the entire development is completed or they may decide to hold it, as long as they have stake in the Phase 2 Project.

7. DISCLOSURES:

- 7.1. The Purchaser/s acknowledge/s and confirm/s that the Sellers have fully disclosed to the Purchaser/s, the Sellers' title and all approvals obtained by them for the development of the Phase 2 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 ("**Disclosures**") and the Purchaser/s, expressly grant/s its consent and no objection to the Developer to undertake every action as per Disclosures:
- a. The Common Amenities and facilities and the Common Areas in the Schedule 'A' Property will be developed by Developer in terms of Specifications and are to be maintained by all the owners and occupants of the Schedule 'A' Property, irrespective of the location of such Common Area and the Common Amenities and facilities in the Schedule 'A' Property.
 - b. That, the Landowner has availed financial facility from Yes Bank Limited, which was secured by way of a first ranking exclusive charge by way of mortgage over Phase 2 Project Land and hypothecation over receivables arising from Phase 2 Project Land. Yes Bank Limited has assigned the said facility, along with underlying security to JCF Yes Trust 2022-23/11, and J.C. Flowers Asset Reconstruction Private Limited has been appointed as trustee. The Landowner has obtained 'no objection certificate' from J.C. Flowers Asset Reconstruction Private Limited / JCF Yes Trust 2022-23/11, prior to execution of this Agreement, to get the Schedule 'B' Property and Schedule 'C' Apartment released from the charge, before the actual conveyance takes place.
 - c. That the Developer may avail financial facility from Banks / Financial Institutions by depositing the documents of title of Schedule 'A' Property or otherwise, thus creating charge on the Schedule 'A' Property. The Purchaser /s shall not have any objection for the same and hereby gives specific consent to the banks / financial institutions to enable the Developer to raise such financial facility. However, the Developer 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.

8. EXECUTION OF AGREEMENTS, SALE DEED, STAMP DUTY, FEES ETC.: For **BRIGADE ENTERPRISES LTD**

- 8.1. This Agreement, Sale Deed or any other documents including deed of cancellation (if applicable) and their registration process shall be completed through the Developer's counsel and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Developer in respect thereto and the Purchaser/s consent/s for the same.
- 8.2. The Developer, on receipt of complete Sale Consideration from the Purchaser and after completion of development of the Schedule 'C' Apartment and underlying building, shall execute a Sale Deed and convey the title of the Schedule 'C' Apartment together with proportionate indivisible share in the Common Areas within 3 (Three) months from the issuance of the Occupancy Certificate and on receipt of E-katha for the Schedule 'C' Apartment. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter to be issued by Developer, the Purchaser authorizes the Developer to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). Possession of Schedule 'C' Apartment would be made over to the Purchaser/s only after Sale Deed is executed and registered in his/her favour by the Developer.
- 8.3. The Purchaser/s shall bear the cost of stamp duty payable on this Agreement and will also pay the registration fee for registering this Agreement before the jurisdictional Sub-Registrar, if required. In addition thereto, the Purchaser/s shall be liable to pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'B' Property and Schedule 'C' Apartment 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 (if applicable) shall also be borne by the Purchaser/s.
- 8.4. The Sale Deed will be executed by the Developer in favour of the Purchaser/s in respect of Schedule 'B' Property and Schedule 'C' Apartment. The Developer agrees to execute Sale Deed for sale of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchaser/s in terms of the draft prepared by the Developer's counsel, subject to compliance of the terms and payment of all sums mentioned in this Agreement. The sale of Schedule 'B' Property and Schedule 'C' Apartment will be completed in accordance with the timelines stipulated in this Agreement, subject to delays attributable to Force Majeure and for reasons beyond the control of the Developer. The Purchaser/s agree/s not to claim conveyance or possession till he/she/they have complied with this Agreement. The Parties shall cooperate with each other for registration of the Sale Deed. This Agreement, Sale Deed or any other documents including deed of cancellation (if applicable) and their registration process shall be completed through the Developer's counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Developer in respect thereto and the Purchaser/s hereby consent/s for the same. The Purchaser/s hereby authorize the Developer to collect the original registered Sale Deed from the concerned Sub Registrar's office and hand over the same to the Financer from whom the Purchaser/s has availed the Loan (if applicable).
- 8.5. The Sellers agree to execute the Sale Deed after fulfillment of the terms of this Agreement and the Purchaser/s has/have agreed for the same.

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- 8.6. The stamp duty and 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 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. It is hereby clarified that the Developer has no liability in respect thereto.
- 8.7. The Purchaser/s hereby authorize/s the Developer to sign and execute the required Deed/s of Declaration in respect of Schedule 'B' Property and Schedule 'C' Apartment by recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces in the Phase 2 Project and also get the same registered in terms with RERA.

9. PROPERTY TAXES AND KHATA:

- 9.1. The Developer shall pay Municipal taxes/ panchayath tax, other rates and outgoings on the Schedule 'B' Property and Schedule 'C' Apartment, till the date of handing over of Schedule 'C' Apartment or intimation that the Schedule 'C' Apartment is ready for handing over or till the date of Occupation Certificate, whichever is earlier. The Purchaser/s shall thereafter be liable to pay the Municipal Taxes for Schedule 'C' Apartment. Upon completion of the construction of Schedule 'C' Apartment and on 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 Developer 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 Developer undertakes getting 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/ the Schedule 'C' Apartment and /or the Schedule 'A' Property, as the case may be and the same shall be paid on pro-rata basis and the determination of proportionate share by the Developer, and demand thereof shall be final and binding on the Purchaser/s.
- 9.2. The Purchaser/s is/are entitled to secure Municipal Khata / Panchayat Katha of Schedule 'C' Apartment on its purchase, at his/her/their cost from the jurisdictional municipal office and Developer agrees to sign necessary consent letters. All charges and expenses for securing transfer of Khata for Schedule 'C' Apartment shall be borne by the Purchaser/s.

10. REPRESENTATIONS AND WARRANTIES OF THE SELLERS & DEVELOPER:

The Sellers hereby represent and warrant to the Purchaser/s ("**Sellers Warranties**") as follows:

- a) The Sellers have clear and marketable title to the Schedule 'A' Property and pursuant to the JDA and POA, the Developer has the requisite rights to carry out development upon the Schedule 'A' Property and the Sellers have absolute, actual, physical and legal permission for the Schedule 'A' Land;

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- b) The Landowner and the Developer have lawful right and requisite approvals from the competent Authorities to carry out development of the Phase 2 Project;
- c) The Schedule 'A' Property is not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Phase 2 Project, Schedule 'A' Property and Schedule 'C' Apartment are valid and subsisting and have been obtained by following due process of law.
- e) The Sellers have the right to enter into the Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- f) The Sellers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Schedule 'C' Apartment, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- g) At the time of execution of the Sale Deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Schedule 'C' Apartment to the Purchaser/s and the Common Areas to the Association of the Owners or the competent authority as the case may be;
- h) The Sellers have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Phase 2 Project to the competent Authorities, till Occupancy Certificate has been issued and possession of Schedule 'C' Apartment, plot or buildings, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/s and the Association of Owners or the competent authority, as the case may be;
- i) The Sellers agree not to convey or confer on any other purchasers of the apartments in the Phase 2 Project without including the covenants as are stipulated herein.

11. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

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

- a) The Purchaser/s confirm/s that upon execution of this Agreement, the same shall be legal, valid and binding obligations of the Purchaser/s;

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- b) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Sellers as detailed in this Agreement and after understanding the same, the Purchaser/s has/have entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Sellers undertaking the works and benefits from such works.
- c) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Landowner. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Phase 2 Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Phase 2 Project and the rights of the Sellers and the Disclosures made by the Sellers/Developer, has entered into this Agreement.
- d) The Purchaser/s understand/s that statements and representations made by the Sellers regarding the development of Phase 2 Project are made to provide honest perspective of its product and any reference/allusion to other neighbourhood developments, projects or facilities, ought not to be construed as binding legal promises or representations.
- e) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, have understood the mutual rights and obligations. The Purchaser/s also confirm that the Purchaser/s has/have chosen to purchase in the Schedule 'C' Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the Schedule 'C' Apartment is suitable for the Purchaser/s and therefore has/have voluntarily approached the Sellers for allotment of the Schedule 'C' Apartment.

12. NATURE OF RIGHT OF USAGE:

- 12.1. It is agreed that the buildings to be constructed on the Schedule 'A' Property shall be held and owned by all the purchasers in the respective block/building jointly and each of them shall have proportionate undivided share and ownership over the Schedule 'A' Property as per the terms and conditions contained herein and to be contained in the Sale Deed. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment owners / residents in the block/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.
- 12.2. The Developer 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 FAR/TDR being sanctioned to the Developer. The Purchaser hereby grants unfettered right in favour of the Developer for utilizing such additional FAR/TDR for construction of additional area in the Phase 2 Project. The Purchaser also consents for any variation in the undivided share in the Schedule 'A' Property, due to utilization of additional FAR/TDR by Developer.
- 12.3. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Purchaser in the Common Areas is undivided, and the same cannot be divided or separated, the Purchaser shall use the Common Areas along with other residents,

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maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

- 12.4. The Purchaser/s agree/s to enjoy Schedule 'B' Property to be sold in common with other allottees of undivided shares in Phase 2 Project and title in Schedule 'A' Property and shall be entitled to all those rights stated in Schedule 'D' herein and the Purchaser/s shall be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in '**Brigade Lake Crest**'. The Developer, however, shall be entitled to confer additional benefits and rights to specific purchasers at its discretion and the Purchaser/s shall not object to the same.
- 12.5. Upon issuance of Occupancy Certificate after completion of construction of Phase 2 Project, the terrace of each block in Phase 2 Project will be common to the owners/occupants of the said block. The right to use the entire terrace area shall exclusively vest with the owners/occupants of the said block.
- 12.6. The Purchaser/s further covenant/s to use and enjoy all the Common Areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in the Phase 2 Project 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.
- 12.7. Upon completion of construction of the Phase 2 Project, the Developer shall transfer the Common Areas and facilities including passage, lift, lift lobby, security room, STP etc., to the Association and the necessary documentation will be executed for effectual transfer of the same. The necessary stamp duty and registration charges will be borne by all purchasers of Apartments (including the Purchaser/s), proportionately.
- 12.8. The Purchaser/s agree that the garden areas and other greenery abutting the Phase 2 Project are for common use and enjoyment of the purchasers of the Apartments and the same shall be kept free from obstructions and constructions at all times, and shall always be kept as garden areas only. None of the apartment owners in Phase 2 Project shall erect any compound or fencing around the buildings in the Phase 2 Project.
- 12.9. It is expressly agreed 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' Apartment is envisaged.
- 12.10. The Purchaser/s agree and acknowledge that the Developer has the right to make additions to or put up additional floors/structures in the buildings in Phase 2 Project 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 Schedule 'A' Property. The Purchaser hereby grants permission to the 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 block wherein Schedule 'C' Apartment is situated, by the plan sanctioning authorities. The Developer shall also be entitled to connect the

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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 Developer 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 withhold any payment stipulated herein.

- 12.11. The Developer 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 in Schedule 'A' Property and/or adjoining property will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property and/or adjoining property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.
- 12.12. 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 Schedule 'C' Apartment, internal layout of the Schedule 'C' 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 Developer.
- 12.13. 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 attached to the Schedule 'C' Apartment. Purchaser/s shall not make electrical and/or plumbing changes to Schedule 'C' Apartment without prior written approval from the Developer and / or Association as the case may be. The Purchaser/s shall be liable to the Developer / Association for the loss or damage inflicted to the building where Schedule 'C' Apartment is situated, due to him changing the electrical and/or plumbing. 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 Developer or the agency appointed periodically for the maintenance of all Common Areas and facilities in the Phase 2 Project.
- 12.14. All interior related works in Schedule 'C' Apartment that the Purchaser/s may take up on his/her/their own cost and can be taken up only after handing over possession of the Schedule 'C' Apartment to the Purchaser/s by the Developer. The Purchaser/s shall carry out interior works on all working days during the daytime 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 Developer does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Developer. The Developer shall not be responsible/liable for any thefts during the course of the interior works.

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- 12.15. The Purchaser/s shall not, without the prior written consent of the Developer, make any structural alterations or additions to the Schedule 'C' Apartment or permanently remove 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 Developer, minor non-structural additions or improvements to the Schedule 'C' Apartment. 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 where Schedule 'C' Apartment is situated.
- 12.16. The Developer reserves 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/Developer may consider necessary from time to time during the course of construction over Schedule 'A' Property. The architect and Developer 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 Developer.
- 12.17. The Purchaser/s hereby agrees, undertake/s and covenant/s with the Developer 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 Developer 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 Developer, all necessary assistance and co-operation, to enable the Developer to exercise and avail of the same.
- 12.18. 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 Developer 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 Developer is also entitled to utilize TDR in constructing the Schedule 'A' Property.
- 12.19. 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 'B' Property that may agree to buy or hold his/her/their undivided share and in particular, the Purchaser/s shall not object to use of any amenity or facility in Schedule 'A' Property in the manner provided herein by any of the residents of buildings being developed on the Schedule 'A' Property.
- 12.20. The Developer is free to and is entitled to carry on any development activities as permitted by law in the rest of the lands comprising in the Schedule 'A' Property at any time as they may deem fit and the Purchaser/s will not have any right to object against such development or claim any interest therein. The Developer has reserved the right of usage of roads in the Schedule 'A' Property in perpetuity for purposes of supporting the development and maintenance services and this right runs with the Schedule 'A' Property and the sale of the Schedule 'C' Apartment is subject to such right at all times.

13. CLUB HOUSE:

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- 13.1. The Developer is providing club house ("**Club House**") for the usage and enjoyment of all owners/occupants of Phase 2 Project, who shall utilise the facilities available in the Club House, in accordance with the terms and conditions as shall be prescribed by Developer and shall remit payments as prescribed by Developer or by an agency appointed by Developer to operate and manage the Club House. Any tax liability arising out of the same shall be borne by the Purchaser/s.
- 13.2. The Club House, including movable assets in relation to the club house, will be managed by the Association of Phase 2 Project, and till then it will be exclusively with the Developer and/or their associate concerns and they alone shall be entitled to:
- a. admit either the owners of the Apartments or the tenants in possession as members.
 - b. refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the rules of club house 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.
 - c. fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - d. frame the rules and regulations regarding usage of the facilities in the Club House.
- 13.3. The Developer shall have a right of ingress and egress to the Club House by using the roads and other facilities in Schedule 'A' Property by itself and through its agents, servants, members, invitees, guests, visitors authorised / permitted by it.
- 13.4. The Purchaser/s, as long as he/she/they remain occupant of the Schedule 'C' Apartment / built spaces in Phase 2 Project, shall be entitled to use the Club House], subject to: (i) strict observance of the rules of the Club House framed by the Developer, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Developer and/or its agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Developer and its agents/assigns, (iv) and are entitled for the following:
- e. The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club House on payment of admission fee prescribed by the Developer.
 - f. Membership of the Club House entitles a member to use and enjoy the facilities at the Club House, subject to strict observance of rules framed by the Developer and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Developer subject to payment of charges for usage of facilities in Club House.
- 13.5. The facilities of the Club House are available for the benefit of the Purchaser/s of the Apartments of Phase 2 Project and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club House and the transferor shall cease to be the member of the Club House.

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- 13.6. The Developer may itself run the Club House and/or engage any person/s to run the Club House and its activities till it is handed over to the Master Association envisaged in this Agreement. The Developer is not responsible for either quality of services or the cost at which services are provided in the Club House.
- 13.7. It is clarified that non-completion or non-operation of Club House 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 House and above facilities are not complete or non-operational.

14. ASSOCIATION OF OWNERS AND MASTER ASSOCIATION:

- 14.1. The Developer shall enable the formation of the Association of Owners, by whatever name called, within a period of 3 (Three) months of the majority of purchasers having booked and purchased and registered their Apartments in the Phase 2 Project. Further, the Association of the Purchasers of the Phase 2 Project and the association of purchasers of the Phase 1 Project shall form the Master Association for maintenance of the Common Areas, road, pathways and Common Amenities.
- 14.2. The Purchaser/s hereby agree/s and undertake to become a member of the Owners' Association formed by the Developer 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, Master Association and run the said Association and Master Association. The Purchaser/s shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association, Master Association and their respective activities referred to herein.
- 14.3. The Owners' Association will be governed by a Deed of Declaration to be executed by the Developer under the provisions of The Karnataka Apartment Ownership Act of 1972 and/or other scheme of development and the Association will be governed accordingly and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 14.4. It is specifically made clear that the said Owners' Association, upon 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 Phase 2 Project and Schedule 'A' Property, 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 /Common Amenities/facilities etc.
- 14.5. The Purchaser/s shall permit the Developer and/or a maintenance company and/or Association and/or Master 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

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have defaulted in paying their share of the water, electricity and other charges and common expenses.

- 14.6. On the Phase 2 Project being handed over to the Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. On and from the expiry of 1 (One) year from the date of receipt of the Occupancy Certificate or from the date of handing over the Common Areas and the Common Amenities and facilities to the Owners' Association, whichever is earlier and the maintenance shall be the responsibility of the Owners' Association. The Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser/s, the Association for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the dedicated fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances of all other plant and machinery, including generators, lifts, pumps and all other equipment's and infrastructure in Schedule 'A' Property. The Purchaser/s along with the Owners Association shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment. Notwithstanding anything stated above, there are certain amenities, facilities and infrastructure including sewage treatment plant, water treatment plant, etc., established in the Schedule 'A' Property for common benefit of all developments therein and which will be retained by Developer till completion of entire development in the Schedule 'A' Property. However, each of the owners of Apartments shall proportionately share the upkeep and maintenance of the same to the Developer.

15. COMMON MAINTENANCE & DEPOSIT:

- 15.1. The Developer will undertake the upkeep and maintenance of the Common Areas, Common Amenities and facilities in Phase 2 Project entrust the same to any maintenance company of its choice for a period of 1 (One) year from the date of receipt of Occupancy Certificate or from the date as may be decided by the Developer ("**Official Maintenance Period**"). The Official Maintenance period may vary for each block in Phase 2 Project, depending upon completion of works. The Official Maintenance Period will commence after all the basic amenities are provided in Phase 2 Project, including water and electricity, making it habitable. Date of commencement of Official Maintenance Period shall be as may be declared by the Developer and the same shall be binding on the Purchasers. The Developer is not liable or bound to maintain the Common Areas or collect the maintenance charges, once the Official Maintenance Period is over. The Purchaser/s shall be liable to bear and pay the common expenses for the upkeep and maintenance of the Common Areas, Common Amenities and facilities in the Phase 2 Project, for the period of 1 (One) year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchaser/s. The Developer is not liable for payment of common expenses for the unsold Apartments.

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- 15.2. The maintenance of Phase 2 Project is applicable from the date of commencement of Official Maintenance Period, as declared by the Developer through estate manager appointed for the Phase 2 Project. The Developer will decide the Official Maintenance Period's commencement date after essential services like water, electricity and sanitary (temporary or permanent) and other services (lift, fire control system, DG back up, Water Treatment Plant, security, housekeeping, electrical and plumbing services) are in place and Occupancy Certificate is procured for the Phase 2 Project. The Developer will decide the Official Maintenance Period's commencement date after considering all the above and after sale of minimum number of Apartments as determined by Developer. The official date so declared by the Developer shall be binding on all the Apartment owners, including the Purchaser/s herein and cannot be questioned by the Purchaser/s. Few of the amenities and facilities may be completed or become operational subsequent to Official Maintenance Period's commencement date. For the Apartments sold subsequently, maintenance is applicable from the date of registration of Sale Deed or the date of intimation that the Apartment is ready for possession (whether possession of the Apartment is taken or not), whichever is earlier. In case, Purchaser/s default/s or defer/s payment and in turn defer/s taking over possession of the Apartment, maintenance shall still have to be paid as above, even though possession of the relevant Apartment would be taken subsequently. In absence of above, 60 (Sixty) days from the date of booking the Apartment will be considered as start date of maintenance for the units after receipt of Occupancy Certificate / during Official Maintenance Period / post Official Maintenance Period.
- 15.3. The Owners' Association shall be formed no later than the expiry of Official Maintenance period and the Association so formed shall then take over the maintenance immediately on / before expiry of Official Maintenance Period. The Developer is not bound or obligated to maintain the buildings / Common Area in Phase 2 Project after the expiry of Official Maintenance Period. The Association shall collect applicable maintenance for the period subsequent to the Official Maintenance Period and Developer is not bound to do the same. If for any reason, the maintenance collected is not sufficient to maintain the Phase 2 Project at any time during the Official Maintenance Period and if Purchaser/s delay the payment of additional amount as sought by the Developer, then in that event the Developer shall be entitled to utilize the **"Sinking Fund"**, which shall be formed from Purchaser(s)' contribution in term of Clause 15.8 hereinbelow and as detailed in 'Schedule F' hereto, towards to the extent required and Purchaser/s has/have given his/her/their express consent for the same. The Developer shall not be responsible for the maintenance of the Phase 2 Project immediately after the Official Maintenance Period is completed and shall be entitled to withdraw from the maintenance forthwith. Once the Association is formed and Common Areas are taken over by the Owners' Association, the Developer will transfer the maintenance amount unspent and the available Sinking Fund to the Association. The Developer may, at their sole discretion consider payment of interest on the Sinking Fund from the Official Maintenance Period at the nationalized bank fixed deposit rate.
- 15.4. The Developer will undertake the maintenance and upkeep Common Areas and roads and facilities in Phase 2 Project or entrust the same to any maintenance company of its choice and thereafter entrust the same to the Owners Association. Upon such entrustment, Owners Association shall take up any renewal of any licenses for the Phase 2 Project, including fire force from time to time. The Developer is entitled to levy / collect 15% (Fifteen Percent) services charges plus applicable GST on total cost incurred for maintaining the building including salary of estate manager/s, all expenses incurred on common area maintenance

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during official maintenance period or beyond in case continued, will be debited from the Association's account and same may be recovered from the available funds, if any.

- 15.5. The Developer will take out Contractors' All Risk Policy ("**CAR Policy**") and renew it from time to time during the stage of construction in Phase 2 Project. Post receipt of Occupancy Certificate for the building where Schedule 'C' Apartment is situated, Developer will take out Fire Insurance Policy for the said building and renew it till the Owners' Association is formed. However, the cost of such Fire Insurance Policy, including renewal thereof shall be accounted from the maintenance collected from the Purchasers. Subsequently, Owners' Association shall keep the Fire Insurance Policy renewed from time to time by paying relevant the renewal fees.
- 15.6. The Purchaser/s shall pay to the Developer/the agency appointed by the Developer, "**Common Maintenance Charges**" as specified by the Developer, which shall be calculated [Rs.....]/- per sq. ft. of Saleable area per month for one year. It is hereby clarified that the Developer is not bound to maintain the building after expiry Official Maintenance Period and may stop the maintenance soon after completion of the Official Maintenance Period. The Common Maintenance Charges are payable by the Purchaser/s as aforesaid in respect of the Schedule 'C' Apartment. The Common Maintenance Charges shall be utilized by the Developer / its maintenance agency to maintain the Common Areas and the facilities in Phase 2 Project from the date the relevant building is ready for occupation. Any deficit in Common Maintenance Charges shall be made good by the Purchaser/s proportionately. The Developer agrees to transfer the maintenance of the buildings in Phase 2 Project to the Owners Association upon its formation. In the event Developer finds the sums paid by Purchaser(s) as 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's maintenance, the Developer shall be entitled to seek proportionate increase in Common Maintenance Charges and in the event, the same is not paid by all the Apartment owners in Phase 2 Project (including the Purchaser(s) herein), the Developer is not liable to maintain Phase 2 Project.
- 15.7. The Purchaser/s shall contribute proportionate charges for upkeep and maintenance of the Common Areas and services in Phase 2 Project, by way of monthly maintenance fee which will be collected annually, in advance. The monthly maintenance charges payable by Purchaser/s is subject to revision from time to time, with periodic escalation. Each of the purchasers of Apartments shall contribute a proportionate additional amount whenever the amount contributed is exhausted and/or is insufficient for the purpose. The Developer is not liable to pay maintenance for any unsold Apartment. The Purchasers will pay for the power supply to the Schedule 'C' Apartments/ Common Area as fixed by the Developer/any other agencies appointed by it.
- 15.8. The Purchaser shall pay 12 (Twelve) months' maintenance fee in advance as above and a further 12 (twelve) months' monthly fee as contribution towards Sinking Fund, prior to registration of Sale Deed for the Schedule 'C' Apartment. The Sinking Fund will be utilized towards major works and capital expenditure to be incurred for the maintenance of Common Area and facilities in Phase 2 Project. In the event 12 (Twelve) months' maintenance, including interest earned if any, is used up and the Purchaser(s) do not pay additional amount, the Developer is entitled to utilize Sinking Fund with interest earned for day to day maintenance in the interest of the Phase 2 Project, till such amount is contributed by the Purchaser(s). The Purchaser(s) are required to replenish the used portion of Sinking Fund without any delay. The

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Developer is not at all bound to maintain the relevant building, if the Sinking Fund is exhausted and Purchaser/s do not pay further sum as may be demanded by the Developer.

- 15.9. After the maintenance of the Phase 2 Project is handed over to the Owners Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Common 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 or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchaser/s along with the Association of Owners shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

16. RIGHTS OF THE DEVELOPER:

16.1. Access and usage of areas by the Developer:

- 16.1.1. The Developer has reserved the right of usage of roads and passages and facilities in Schedule 'A' Property for purposes of development and promotion of the same, and also for purposes of providing maintenance services in Schedule 'A' Property. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land in Schedule 'A' Property and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question such use and enjoyment of the same by the Developer or persons claiming under them at all times.
- 16.1.2. The Developer has the right to impose such restrictions and/or make changes in the access and movement rules (of both vehicles and pedestrians) within the Schedule 'A' Property as the Developer in its discretion deems fit from time to time, including for reasons of security, safety, better circulation, etc.
- 16.1.3. The Developer, to the exclusion of all purchasers and Association in Schedule 'A' Property, shall have full rights of management and control over Common Areas of the Scheme, external areas and Club House, for the entire duration of the development of the Scheme and till the completion and handover of the Schedule 'A' Property to the Association.
- 16.1.4. It is clarified that the Developer may at its discretion, restrict the Purchaser/s to access the areas under Common Areas of the Scheme and Club House, due to ongoing construction therein and the Purchaser/s shall be bound by the restrictions imposed by the Developer in that regard.

16.2. Sole right of Developer to develop the Schedule 'A' Property in single phase:

- 16.2.1. The Purchaser/s agree/s and acknowledge/s that the development in the Schedule 'A' Property will be developed single phase and the Developer has sole right and title to, subject to obtaining requisite sanctions/approvals, develop and administer the Schedule 'A' Property, including the right to transfer such development and administration rights to any other third party or to any entity or transfer or mortgage the undeveloped portions of the Schedule 'A' Property to any one at its sole discretion, and the Purchaser/s will not have any right to object to such

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development or claim any interest therein. Further, the Purchaser/s acknowledge/s and agree/s that the Developer is entitled to retain and maintain control over the overall Schedule 'A' Property until the completion of the entire development and handover of the same to the Association that may be formed by the Developer at its discretion in future. The Purchaser/s has/have agreed to the above.

16.1.1 The Developer shall be entitled to use any of the undeveloped portions in the Schedule 'A' Property for such purposes as it may deem fit for the promotion, construction and administration of the Phase 2 Project and/or the Scheme, which may, without limitation, include putting up mock/model flats, experience centres, sales/marketing offices, construction offices, security cabins, etc., and the Purchaser/s shall not object to the same.

16.1.2 The Developer shall have the sole right and entitlement to decide on all aspects of construction of the buildings/blocks comprised in the Schedule 'A' Property, including but not limited to name, style, design, materials, labour, technology, color, facade, etc. of the block/buildings and the Purchaser/s shall not be entitled to object to the same.

16.3. Developer's control over Common Areas, landscape and equipment:

The Developer reserves the right to install/retain/remove/plant any trees/plants, electrical equipment and water bodies in the Schedule 'A' Property, without any objection from the Purchaser/s. The Purchaser/s has/have expressly given consent for variations and/or modifications as the architect of the Developer may consider necessary from time to time during the course of construction. The architect and the Developer are the final decision maker on these aspects and the Purchaser/s shall not interfere or question the design, costs, construction, process, etc. implemented by the Developer. The Developer also has the right to use any space in the blocks, including halls, rooms, unsold flats, etc., in any block in Schedule 'A' Property as its office space or in any other manner until completion of the entire development on the Schedule 'A' Property and handover to the Association.

17. 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 as well as not impose any restriction on the time related to execution of work on the rest of the development. The Purchaser/s shall also not obstruct the Developer from using the roads, pathways, in the Phase 2 Project. The Developer is entitled to maintain site office or its marketing office in the Schedule 'A' Property until completion of the entire Phase 2 Project and the Purchaser/s have no objection whatsoever towards the same.

18. 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 such right, only upon the execution of the Sale Deed, duly alienating, conveying and transferring the Schedule 'B' Property and Schedule 'C' Apartment.

19. NOT TO ALTER NAME:

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The Purchaser/s shall not alter or subscribe to the alteration of the name of `\_**BRIGADE LAKECREST**` assigned to the Phase 2 Project/ blocks therein.

20. INSPECTION

The Developer agrees to permit the Purchaser/s, subject to compliance of safety norms, to have access to the works in the Schedule `C` Apartment (while under construction) and to inspect the same, on day or time fixed by the Phase 2 Project in-charge. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction therein on any ground or at any time.

21. DEFECT LIABILITY PERIOD:

- 21.1. It is agreed that in case any structural defect in the Phase 2 Project (including the relevant building where Schedule `C` Apartment is situated) as per this Agreement, which is brought to the notice of the Developer within a period of 5 (five) years from the date of receipt of Occupancy Certificate ("**Defect Liability Period**"), it shall be the duty of the Developer to rectify such defects without further charge.
- 21.2. Notwithstanding anything contained in Clause 21.1, the Promoter shall not be liable for the following defects, during or beyond the Defect Liability Period:
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc.) which carry manufacturer's guarantees for a limited period. Thereafter the Association shall take annual maintenance contract with the suppliers. The Developer shall transfer manufacturers guarantees/warranties to the Purchaser/s or the Association, as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Any modification with respect to plumbing and electricity done without permission from the Developer.
 - d. Allowable structural and other deformations including expansion quotient.
 - e. The terms of work like painting etc., which are subject to wear and tear.
 - f. Any structural defect or defects on account of workmanship quality which cannot be attributable to the Developer or beyond the control of the Developer including but not limited to such defects / deficiencies arising out of Force Majeure and/or any defects/deficiencies such as cracks, micro-cracks of a non-structural nature, dulling of paint, rusting of fixtures etc., attributable to natural causes such as settling, expansion and contraction, exposure to sunlight, rain etc., or for any damage caused by the Purchaser/s carrying out the interior work or caused due to the negligence on the part of the Purchaser/s or its tenants, lessees, servants, agents, contractors, workmen, employees, visitors or guests.

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- g. Any minor repairs, minor cracks on walls, paint peelings etc. Provided further that normal wear and tear, maintenance and upkeep of the Schedule 'C' Apartment will be carried out by the Purchaser/s at his / her / its own cost. All costs incurred due to any damage or defect arising out of mishandling, inappropriate usage or any usage other than residential purposes will also be borne by the Purchaser/s. The Developer shall not be liable for difference in shades of tiles, minor tile chipping, air pockets beneath tiles, separation cracks/ gaps between non-homogeneous building components, slopes considered for water drainage, reduction in Carpet Area due to plaster thickness and skirting, accidental damages caused by the Purchaser/s / their tenants / their guests / their workers, for manufacturing defects and /or shortcomings in any electrical and sanitary fittings in Schedule 'C' Apartment which are subject matter of third-party vendor/ manufacturers warranties or for failure by the Purchaser/s / their tenants / their guests / their workers to properly operate or maintain the Schedule 'C' Apartment and Common Areas including monitoring or servicing equipment, as set out by the Developer or Association, as applicable.

The Developer shall not be responsible for any defect in the Schedule 'C' Apartment after the expiry of the Defect Liability Period.

- 21.3. The Purchaser/s shall maintain the Schedule 'C' Apartment in good tenantable conditions and carry out the internal repairs for the upkeep of the Schedule 'C' Apartment. The Association or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Developer shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/s or the Association, as the case may be.

22. FIRST CHARGE:

The Developer shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the Developer under the terms of this Agreement and its possession shall lie with the Developer until all the payments are made to the Developer by the Purchaser/s under this Agreement, and the Sale Deed in relation to the Schedule 'C' Apartment is registered in favour of Purchaser/s.

23. ASSIGNMENT:

- 23.1. The Purchaser/s shall not transfer / assign its rights and obligations under this Agreement, for a period of 18 (Eighteen) months from the date of execution of this Agreement. Thereafter, the Developer may at, its option permit assignment on charging an assignment fee of Rs. [200]/- (Rupees [Two Hundred]) per Square Feet to be calculated on Saleable Area as its administrative charges and transfer fee for giving such consent. However, assignment of Purchaser/s rights and obligations under this Agreement is permitted within the relative as defined under the Income Tax Act, 1961, without the payment of assignment fees as prescribed hereinabove. The Developer 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 Schedule 'C' Apartment. Further in the event of such assignment, the Developer shall not be liable to pay any compensation/damages payable by the Developer 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

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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.

- 23.2. In addition to above, the Developer's consent (if granted) to dispose, transfer or sale by way of assignment of its rights and obligations under this Agreement to a third party shall be *inter alia* subject to the Purchaser/s:
- i. settling all charges outstanding and payable to the Developer 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 Agreement for Sale /Deeds with the Developer (as per the format of the Developer).
- 23.3. 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 Phase 2 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.
- 23.4. In cases where the Purchaser/s has raised bank loan, the Purchaser/s should produce No Objection Certificate from the Bank or financial institution, before assignment is considered by the Developer.
- 23.5. In case of the assignee obtaining the home loan from any bank / financial institution, it shall be the responsibility of the assignee to submit the sanction/ pre-sanction letter to the Developer before assignment is considered by the Developer.

24. NOTICES:

- 24.1. Any notice or correspondence to be sent to any Party under this Agreement shall be addressed and sent to their respective addresses mentioned in in this Clause 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.

Name of Purchaser/s : _____
 Address : _____
 Email ID : _____

Developer name : Brigade Enterprises Limited
 Address : _____
 Email : _____

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- 24.2. In case there are joint Purchaser(s), all communications shall be sent by the Developer 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.

25. SPECIFIC PERFORMANCE & JURISDICTION:

- 25.1. Subject to Real Estate (Regulation and Development) Act, 2016, in the event of default by the Landowner/Developer, 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.
- 25.2. 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.

26. INDULGENCE:

Any delay tolerated or indulgence shown by the Developer 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 Developer.

27. BINDING EFFECT:

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

28. 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 be deemed to be cancelled as at this Date. The Purchaser has understood that brochures/advertisements on Phase 2 Project are conceptual and indicative only, and subject to variation. Only the plan that is annexed to this agreement/construction agreement is final and binding on the parties.

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29. FURTHER ASSURANCES:

The 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.

30. 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.

31. JOINT PURCHASERS:

That in case there are Joint Purchasers, all communications shall be sent by the Developer to the Purchaser 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.

32. SEVERABILITY:

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

- 32.1. Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- 32.2. At the discretion of the parties, such provision may be severed from this Agreement.
- 32.3. 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.

33. RULES OF INTERPRETATION:

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

- 33.1. Words importing one gender shall be construed as importing any other gender.
- 33.2. Words importing the singular include the plural and vice versa.
- 33.3. References to persons mean and include natural and artificial persons like bodies corporate and *vice versa*.
- 33.4. 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.

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- 33.5. 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.

34. 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 Developer until the Phase 2 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 Developer is entitled to do the same in any form, manner for any products and to exploit the same. In case of violation of the Developer's right to its intellectual property by the Purchaser/s in any manner, the Developer, apart from the injunctive relief will also be entitled to be compensated.

35. 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.

36. CUSTODY:

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

SCHEDULE 'A' PROPERTY

PART A: DESCRIPTION OF LARGER PROPERTY

All that piece and parcel of residentially converted contiguous lands bearing Survey Nos 4, 5/1,.5/2, 6/1, 6/2, 6/3, 6/4, 7/1, 7/2, 7/3, 7/4, 7/5, 7/6, 8/1, 8/3, 8/4, 9/2, 9/3, 9/4, 9/5, 10/1, 10/2, 10/3, 10/4, 12/2, 16/1, 16/2, 16/3, 16/4 and 17, together presently bearing BBMP khata No 149, Ward No 52, situated at Bhattarahalli Village, Bidarahalli Hobli, Bangalore East Taluk and all measuring about 15 acres 23.08 guntas, Bangalore, and being bounded on the:

East by: Medahalli Village Boundary;
West by: Bhattarahalli Tank and the Proposed Road;
North by: Private Properties;
South by: Old Madras Road (National Highway — 4), T.C. Palya Signal to Medahalli.

PART B: DESCRIPTION OF THE PROJECT LAND

Undivided interest in the Larger Property, admeasuring 13 Acres 25.5 Guntas i.e., the Larger Property less the relinquished area of 7,875.24 square meters (equivalent to 1 Acre 38 Guntas).

PART C: DESCRIPTION OF THE PHASE 2 PROJECT LAND

For BRIGADE ENTERPRISES LTD

Undeveloped land being undivided share, right, title and interest admeasuring 06 Acres 37 Guntas in the Project Land.

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

{{undividedsharesqm}} Sq.Mtrs Undivided share, right, title, interest and ownership in Schedule 'A' Property (which comes to {{undividedshare}} Sq. Feet land share in Schedule 'A' Property.

SCHEDULE 'C' APARTMENT
(DESCRIPTION OF APARTMENT AGREED TO BE SOLD)

All that Residential Apartment bearing No. {{unitno}} in {{floor}} Floor of **Block No. `{{block}}`** (as per sanction plan) in "**BRIGADE CALISTA**" being built in Schedule 'A' Property and measuring {{carpetarea}} Sq.Ft of Carpet area ({{carpetareasqm}} Sq.Mtrs), {{balconyarea}} Sq.Ft of Balcony area ({{balconyareasqm}} Sq.Mtrs) and {{commonarea}} Sq.Ft ({{commonareasqm}} Sq.Mtrs) of proportionate share in common areas such as external wall thickness, passages, lobbies, lifts, staircases and other areas of common use, totally measuring {{saleablearea}} Sq.Ft of saleable area ({{saleableareasqm}} Sq.Mtrs) {{if numberofcarpark}} approximately with {{numberofcarpark}} {{typeofcarpark}} {{endif}} in the Lower/Upper Basement level/Ground Level {{carparknumber}} {{endif}} {{if terraceareasqft}} , having a private open terrace area of {{terraceareasqft}} Sq.Ft ({{terraceareasqm}} Sq. Mtrs) {{endif}} and the apartment is bound by:

East : {{eastbound}}
West : {{westbound}}
North : {{northbound}}
South : {{southbound}}

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 Schedule 'C' Apartment described in the Schedule 'C' above shall be for residential purposes subject to the terms of this Agreement.
2. The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the internal road, staircases, passages and Common Areas in the Phase 2 Project 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.

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5. Right to lay cables or wires for Radio, Television, Telephone and such other installations, through the ducts and pipes provided, however, without altering or damaging the structure, and recognising and reciprocating such rights of the other Apartment owners.
6. Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Phase 2 Project at all reasonable times after notice to enter into and upon other parts of the building where Schedule 'C' Apartment is situated ("**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. The Purchaser hereby agrees to purchase the Schedule 'C' Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Developer /maintenance agency appointed by the Developer or the association of purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of terms and conditions specified by the Developer or maintenance agency or the association of purchaser from time to time
8. Right to use along with other owners of Apartments in Phase 2 Project all the dedicated Common Amenities and facilities provided in Schedule 'A' Property on payment of such sums as may be prescribed from time to time by the Developer and/or the Agency appointed by the Developer or Owners Association as the case may be.
9. Right to use and enjoy the common roads, Common Areas and parks and open spaces and common facilities in Phase 2 Project in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
10. Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
11. The Purchaser/s shall be entitled in common with the purchasers of the other Apartment/s in the Phase 2 Project, to use and enjoy the Common Areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
12. Right to dispose of Schedule 'B' Property and Schedule 'C' Apartment 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' Property and Schedule 'C' Apartment and not separately.

SCHEDULE 'E'
OBLIGATIONS ON THE PURCHASER/S

For BRIGADE ENTERPRISES LTD

Authorised Signatories
Seller / Developer

PURCHASER/S

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Developer 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 'D' 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 anywhere in Phase 2 Project 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 Schedule 'A' Property and Phase 2 Project, other than as decided by the Developer or building maintenance company appointed or the owners Association as the case may be and for ensuring Common Amenities for the benefit of all concerned.
3. The Purchaser/s shall has/have no objection whatsoever to the Developer managing the buildings being developed over Schedule 'A' Property by themselves or handing over the Common Areas and the facilities to a maintenance company/ies for a period of 1 (One) year from the date of completion of the block /Building and thereafter handover the Building to the Association as soon as it is formed and pending the same, the Developer shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Developer 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. Developer is not obligated to maintain the building after expiry of 1 (One) year. The owners Association shall have to be formed within 3 (Three) months from the commencement of official maintenance and take over the maintenance of the Building from the Developer or maintenance company as the case may be. Purchaser/s undertakes to cooperate in the formation of the owners Association within a period of 3 (Three) months upon which the responsibility of the Developer for maintenance of the Building after the expiry of the official maintenance period shall stand absolved.
4. The Developer, at its option/discretion, may/ will form single Association in respect of the Phase 2 Project and the Purchaser/s shall become a member of the Owners' Association and agree

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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 Developer or by a maintenance company until expiry of one year and thereafter by Owners Association and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed.
 - b. Such Association shall be purely for the purpose of maintenance and management of the building. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in Phase 2 Project 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. Association shall be responsible for the upkeep and maintenance of the buildings.
 - c. The Purchaser/s shall pay to the Developer, the agreed sum per Sq. Ft. of Saleable area of the Schedule 'C' Apartment towards common maintenance charges and Sinking Fund which will be utilised for the maintenance works, repairs and major works in the development of the Phase 2 Project and the unspent sums will be transferred to associations.
5. The Purchaser/s and other owners of Apartments in the said Building shall pay such sums as are required by the Developer or maintenance company or the Association as the case may be towards maintenance and management of the Common Areas and facilities in the Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the Common Areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule '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 Developer 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 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 Phase 2 Project.
 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

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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. [While use of the Apartment as corporate guest house is permitted, it cannot be used as co-living space or serviced apartment for letting out on daily/ weekly basis or any other basis]

10. The Purchaser/s shall maintain the front elevation and the side and rear elevations of the Apartment, in the same form as the Developer 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 Building and shall not do any work which jeopardizes the soundness or safety of the Building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer or maintenance company or Association 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 Developer at a place earmarked for the said purpose and at the entrance door of the Schedule 'C' Apartment but at no other place in the Building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the Building or on the outer wall of the 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 Schedule 'C' 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 Building 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 Developer. 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 Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.

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14. Since the Purchaser/s is/are to own the Schedule 'B' Property in the Phase 2 Project Land, it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/owners 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 block;
 - c) Any other common facilities.
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 Developer 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. The Developer will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'C' Apartment is situated.
16. The cost of repairing and maintaining the internal/feeder/access and drive-ways street lighting and all other common lighting and all other sums spent for the functioning of the entire development in Schedule 'A' Property will be borne and paid proportionately by the purchasers of Apartments comprised in Phase 2 Project.
17. The Purchaser/s shall keep the Schedule 'C' 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 to water lines, sewerage lines and the like in the Schedule 'C' 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.
18. The Purchaser/s shall not object for use of common road/driveway/passage in the Schedule 'A' Property for making use of the same by the owners/occupants/users of the balance portions of the Schedule 'A' Property.
19. The Purchaser/s of Apartments in Phase 2 Project 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 Schedule 'C' Apartment /parking space which in the opinion of the Developer or the Owners' Association differ from the color scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the Schedule 'C' Apartment or break open any existing internal walls.

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- 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, staircases, 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 Schedule 'C' Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the dustbin provided in the Schedule 'A' Property.
 - m) Undertake any interior decoration work or additions, alterations inside the Schedule 'C' Apartment involving structural changes without prior consent in writing of the Developer.
 - n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment owners in the Phase 2 Project.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in Phase 2 Project.
 - p) Trespass into other residential buildings Phase 2 Project or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Apartment 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.
20. The Developer reserves the exclusive and absolute right to display hoarding/s on the building 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 shall have the right to question the said acts of Developer and/or their transferees or persons permitted by them. The Purchaser/s specifically consent for the above.

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21. The use of the amenities & facilities including swimming pool by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the charges for the use of the facilities therein.
22. 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 Developer or Agency maintaining the Common Areas and facilities in the Phase 2 Project or by the Owners Association.
23. 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.
24. The Purchaser/s shall maintain at his cost the Schedule 'C' Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, BBMP 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.
25. The Purchaser/s shall not use the Schedule 'C' Apartment / parking space/garden/ terrace or permit the same to be used for any purpose which in the opinion of the Developer and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartments/parking space/garden/ terrace in the said Building to the owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
26. 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, STP, WTP, 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.
27. 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.
28. The consumption of water, for individual use (each apartment) and diesel charges for DG supplying stand-by power within the individual Apartments will be charged separately based on actual expenses or as decided by the Developer/Owners Association. The monthly charges on smart applications used for conservation of domestic water shall be paid by the Purchaser/s on monthly basis.

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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 the Block and/or in Phase 2 Project.
30. The Purchaser/s shall pay to the Developer 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 Phase 2 Project, including the cost of annual maintenance contract for these equipment;
 - 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 Phase 2 Project;
 - 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, 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.
 - h) All taxes payable, service charges and all other incidental expenses in general.
The Developer/Service provider is entitled to levy / collect 15% service charges plus applicable GST on total cost incurred for maintaining the residential development in the Phase 2 Project;
 - i) Services like garbage collection, usage of club house facility, cleaning of Common Areas in front of the respective apartment/s etc., will be withdrawn in respect of the owners of apartments who have defaulted in paying their share of common area maintenance charges;
31. That in addition to payment of the expenses referred to hereinabove in paragraph No. 30, 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 Developer/maintenance agency/Owners' Association as the case may be.

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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, swimming pool, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Developer 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/are 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 Developer.
34. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire Phase 2 Project. 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 Landowner/Developer and the Purchaser/s shall have no objection whatsoever to the way the Landowner / Developer uses the spaces or deals with it in the Phase 2 Project.
36. *Car parking regulations:* The Purchasers shall at all times be bound by the terms and conditions of use of the Purchasers car parks as listed hereunder:
 - 36.1. The Purchasers will not object to the rights of the Developer in allotting the car parking space for the Schedule 'C' Apartment in the Phase 2 Project. The decision of the Developer in this regard shall be final and binding on the Purchasers.
 - 36.2. The Purchasers shall be entitled to exclusively use the parking space specifically allotted to the Purchasers either in the ground/basement only for the purpose of parking cars and light motor vehicles. The car parking spaces will be allotted in any level of the basement and/or in Ground and may not be under the block of the Schedule 'C' Apartment and the Purchasers will not have any objections for the same. The Purchasers shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall they have any right to encroach or use other car parking spaces allotted or otherwise.
 - 36.3. The parking space earmarked to Purchasers are for exclusive use and enjoyment by Purchasers and the Purchasers 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.

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- 36.4. The Purchasers shall not allow the use of the car parking space allotted for use and enjoyment of the same by any person who does not own or occupy an Apartment in the Building/block in which Schedule 'C' Apartment is situated.
- 36.5. This car parking arrangement is only a right of use granted to the Purchasers, giving the Purchasers no property interest in the Purchasers' car parks.
- 36.6. It is agreed that the Purchasers' car parking space shall be used only for parking cars and the same shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 36.7. The Purchasers shall not cause any annoyance, nuisance, damage or inconvenience to other owners and shall not store any inflammable or petroleum products in the car parking space or elsewhere.
- 36.8. The Purchasers agree that they shall park their cars/vehicles only at the Car Parking space specifically allocated to them and not at any other place, around the Building.
- 36.9. The Purchasers on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition, thereto the Purchasers shall not allow the use of the car parking spaces allotted for use and enjoyment of the same by any person who does not own or occupy an Apartment in the Phase 2 Project.
- 36.10. The Purchasers will at all times act responsibly and safely in the use of the Purchasers' car parking space/s and comply with all directions given by the Seller in the day to day use of the Purchasers' car parking spaces and use the same for the sole purpose of parking a motor vehicle in their capacity as the owners of the Schedule 'C' Apartment and for no other purpose whatsoever and use of parking is solely at Purchasers' risk.
- 36.11. The right of the Purchasers to use the car parking spaces is linked to the Purchasers' owning the Schedule 'C' Apartment. The Purchasers shall be deemed to have surrendered their right to use the Car Parking Spaces upon sale or assignment of ownership of Schedule 'C' Apartment in favour of the transferee. The Purchasers shall, thereafter, not have any right or entitlement to park their vehicle in the car parking spaces.
37. The Building façade signage namely '_____ ' and Brigade Logo provided by the Developer at designated place on the façade of the Building and in Phase 2 Project is maintained throughout and always lit in the night. The cost of electricity and maintenance of the signage is part of the Common Area maintenance. Perpetual right of easement is conferred on the Developer to display the Brigade brand on the façade of the Building and across Phase 2 Project and Purchaser consents for the same. Once the Building and Phase 2 Project is handed over to the Association, they shall maintain the same as part of the Common Area maintenance and they do not have the right to change the same at any point of time. Similarly, Purchaser does not have right to question the same at any point of time and on any ground whatsoever.
38. The Purchaser/s shall not object to the rights of the Developer in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule

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'C' Apartment in the Schedule 'A' property. The decision of the Developer in this regard shall be final and *binding* on the Purchaser/s.

39. 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 Developer as follows:-
- a. To maintain the Schedule 'C' Apartment at his/her/their own cost in good and tenantable condition, from the date the Schedule 'C' Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Schedule 'C' 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 Schedule 'C' Apartment is situated and in the Schedule 'C' Apartment itself or any part thereof.
 - b. Not to store in the Schedule 'C' 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 Schedule 'C' 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 Schedule 'C' Apartment and to maintain the Schedule 'C' Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the said building or the Schedule 'C' 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 Developer.
 - d. Not to demolish or cause to be demolished the Schedule 'C' 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 Schedule 'C' Apartment is situated and shall keep the portion, sewers, drains pipes in the Schedule 'C' 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 Schedule 'C' Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C pardis or other structural members in the Schedule 'C' Apartment without the prior written permission of the Developer.
 - e. Not to put any object or keep any flowerpot outside the windows or on the projection area of the Schedule 'C' Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Developer.
 - 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 Phase 2 Project Land and the Building in which the Schedule 'C'

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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 Schedule 'C' Apartment.

- g. To pay within 7 days of demand by the Developer 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 providing water, drainage, electricity or any other service connection to the Building in which the Schedule 'C' Apartment is situated.

SCHEDULE 'F'
PAYMENT SCHEDULE

The consideration for sale of Schedule 'B' Property and Schedule 'C' Apartment is Rs **{{agreementvalue}}**/-. The Purchaser/s has/have paid the Developer Rs. **{{partpayment}}**/- by way of part payment towards sale price and the Total consideration amount shall be payable in the following manner.

<u>Payment Schedule</u>	<u>Payment Amount</u>
{{paymenttext1}}	Rs. {{payment1}}/-
{{if payment2}}{{paymenttext2}}{{endif}}	{{if payment2}} Rs. {{payment2}}/- {{endif}}
{{if payment3}}{{paymenttext3}}{{endif}}	{{if payment3}} Rs. {{payment3}}/- {{endif}}
{{if payment4}}{{paymenttext4}}{{endif}}	{{if payment4}} Rs. {{payment4}}/- {{endif}}
{{if payment5}}{{paymenttext5}}{{endif}}	{{if payment5}} Rs. {{payment5}}/- {{endif}}
{{if payment6}}{{paymenttext6}}{{endif}}	{{if payment6}} Rs. {{payment6}}/- {{endif}}
{{if payment7}}{{paymenttext7}}{{endif}}	{{if payment7}} Rs. {{payment7}}/- {{endif}}
{{if payment8}}{{paymenttext8}}{{endif}}	{{if payment8}} Rs. {{payment8}}/- {{endif}}
{{if payment9}}{{paymenttext9}}{{endif}}	{{if payment9}} Rs. {{payment9}}/- {{endif}}
{{if payment10}}{{paymenttext10}}{{endif}}	{{if payment10}} Rs. {{payment10}}/- {{endif}}
{{if payment11}}{{paymenttext11}}{{endif}}	{{if payment11}} Rs. {{payment11}}/- {{endif}}
{{if payment12}}{{paymenttext12}}{{endif}}	{{if payment12}} Rs. {{payment12}}/- {{endif}}
{{if payment13}}{{paymenttext13}}{{endif}}	{{if payment13}} Rs. {{payment13}}/- {{endif}}

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	{{payment13}}/- {{endif}}
{{if payment14}}{{paymenttext14}}{{endif}}	{{if payment14}} Rs. {{payment14}}/- {{endif}}
{{if payment15}}{{paymenttext15}}{{endif}}	{{if payment15}} Rs. {{payment15}}/- {{endif}}
{{if payment16}}{{paymenttext16}}{{endif}}	{{if payment16}} Rs. {{payment16}}/- {{endif}}
{{if payment17}}{{paymenttext17}}{{endif}}	{{if payment17}} Rs. {{payment17}}/- {{endif}}
{{if payment18}}{{paymenttext18}}{{endif}}	{{if payment18}} Rs. {{payment18}}/- {{endif}}
{{if payment19}}{{paymenttext19}}{{endif}}	{{if payment19}} Rs. {{payment19}}/- {{endif}}
{{if payment20}}{{paymenttext20}}{{endif}}	{{if payment20}} Rs. {{payment20}}/- {{endif}}
{{if payment21}}{{paymenttext21}}{{endif}}	{{if payment21}} Rs. {{payment21}}/- {{endif}}
Total Payment (Agreement value)	Rs. {{totalpayment}}/-
APPROXIMATE AMOUNT FOR FEES, TAXES & ADDITIONAL EXPENSES TO BE PAID IN ADDITION TO AGREEMENT VALUE:	
{{additionalchargetext1}}	Rs. {{additionalcharges1}}/-
{{if additionalcharges2}}{{additionalchargetext2}}{{endif}}	{{if additionalcharges2}} Rs. {{additionalcharges2}}/- {{endif}}
{{if additionalcharges3}}{{additionalchargetext3}}{{endif}}	{{if additionalcharges3}} Rs. {{additionalcharges3}}/- {{endif}}
{{if additionalcharges4}}{{additionalchargetext4}}{{endif}}	{{if additionalcharges4}} Rs. {{additionalcharges4}}/- {{endif}}
{{if additionalcharges5}}{{additionalchargetext5}}{{endif}}	{{if additionalcharges5}} Rs. {{additionalcharges5}}/- {{endif}}
{{if additionalcharges6}}{{additionalchargetext6}}{{endif}}	{{if additionalcharges6}} Rs. {{additionalcharges6}}/- {{endif}}
{{if additionalcharges7}}{{additionalchargetext7}}{{endif}}	{{if additionalcharges7}} Rs. {{additionalcharges7}}/- {{endif}}

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{{if additionalcharges8}}{{additionalchargestext8}}{{endif}}	{{if additionalcharges8}} Rs. {{additionalcharges8}}/- {{endif}}
{{if additionalcharges9}}{{additionalchargestext9}}{{endif}}	{{if additionalcharges9}} Rs. {{additionalcharges9}}/- {{endif}}
{{if additionalcharges10}}{{additionalchargestext10}}{{endif}}	{{if additionalcharges10}} Rs. {{additionalcharges10}} /- {{endif}}
{{if additionalcharges11}}{{additionalchargestext11}}{{endif}}	{{if additionalcharges11}} Rs. {{additionalcharges11}} /- {{endif}}
{{if additionalcharges12}}{{additionalchargestext12}}{{endif}}	{{if additionalcharges12}} Rs. {{additionalcharges12}} /- {{endif}}
{{if additionalcharges13}}{{additionalchargestext13}}{{endif}}	{{if additionalcharges13}} Rs. {{additionalcharges13}} /- {{endif}}
{{if additionalcharges14}}{{additionalchargestext14}}{{endif}}	{{if additionalcharges14}} Rs. {{additionalcharges14}} /- {{endif}}
{{if additionalcharges15}}{{additionalchargestext15}}{{endif}}	{{if additionalcharges15}} Rs. {{additionalcharges15}} /- {{endif}}

Note:

(1) The payment towards Club House shall be payable on Agreement.

(2) Expenses towards stamp duty, registration charges, legal fee, GST and any other applicable taxes or statutory levies, amenities and facilities charges, services charges towards property assessment and sub-numbering, advance maintenance charges, Sinking Fund, as detailed or referred to in the Allotment Letter and elsewhere in this Agreement will be extra and is to be borne and paid by the Purchaser.

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

(4) The milestone linked demand for payments will be raised upon achievement of construction activities at site. While the milestones for casting of slabs are sequential, the finishing works like tiling, painting etc may not be sequential. They may be initiated in parallel before completion of last slab to ensure faster delivery of the Phase 2 Project. Hence payment for such activities may be demanded before completion of last slab and not in a pre-defined sequence.

For BRIGADE ENTERPRISES LTD

Authorised Signatories
Seller / Developer

PURCHASER/S

SCHEDULE 'G'
SPECIFICATIONS , AMENITIES, FACILITIES (WHICH ARE PART OF THE SCHEDULE 'C'
APARTMENT)

[•]

SCHEDULE 'H'
COMMON AMENITIES AND OTHER FACILITIES (WHICH ARE PART OF THE PHASE 2
PROJECT)

[•]

SCHEDULE 'I'
FLOOR PLAN OF SCHEDULE 'C' APARTMENT

[•]

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

DEVELOPER	
For BRIGADE ENTERPRISES LIMITED _____ Name: Designation:	For LILY REALTY PRIVATE LIMITED, represented herein by its general power of attorney holder, Brigade Enterprises Limited. _____ Name: Designation:
PURCHASER(S)	
1. _____ Name:	2. _____ Name:
WITNESSES	
1. _____ Name: Address:	2. _____ Name: Address:

For **BRIGADE ENTERPRISES LTD**

Authorised Signatories
 Seller / Developer

PURCHASER/S