

CONSTRUCTION AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION EXECUTED AT
BANGALORE THIS ____ DAY OF _____MONTH OF THE YEAR TWO
THOUSAND FIFTEEN (____.0_.2015):

BETWEEN :

M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, the Developer herein which is a Private Limited Company and the GPA holders for the Land Owners and which is registered under companies Act 1956, having its registered office at 809 Bhandari House, 91 Nehru Place, New Delhi-110019 represented by its Managing Director Mr. Angad Singh Bedi;

(Hereinafter referred to as the "**FIRST PARTY**", which expression shall, wherever the context so requires or admits, mean and include its successors-in-title and assigns).

A N D :

1) MR. _____
AGE: _____ W/o _____

2) _____
AGE: _____ S/o _____
Both residing at:

(Hereinafter referred to as the "**SECOND PARTY**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their legal heirs, legal representatives, successors-in-interest, executors, administrators, agents, and permitted assigns and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heirs, executors and administrators and permitted assigns of each of the partners and in the case of a company or a body corporate, its successors and assigns)

The term VENDORS / OWNERS in this Agreement shall mean and imply to the same land owners as and how described in the Agreement for Sale of Undivided Share of Land.

WITNESSES AS FOLLOWS:**I) WHEREAS****Item No.1:-**

WHEREAS Mr. Amrik Singh Bhandari the VENDOR NO.1 was the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.81/4 measuring 1 Acre 17 Guntas (including 2 Guntas Karab) & Sy.No.82/3 measuring 1 Acre 14 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 3504/1995-96, Book-I, Volume 790, dated 06/11/1996, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 1.

WHEREAS the Item No. 1 herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN (SA): 142/1994-95 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 16/03/1995. Subsequently Katha has been transferred in the name of the VENDOR NO.1 vide bearing Katha No.144/144 issued from Doddajala Grampanchayath.

Item No.2:-

WHEREAS Mr. Amrik Singh Bhandari the VENDOR NO.1 was the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.81/1B measuring 2 Acres 30 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. YAN-1-10432-2006-07, Book-I, CD.NO.YAND215, dated 07/08/2006, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 2.

WHEREAS the Item No. 2 herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN SR (NA): 223/1997-98 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 18/12/1997. Subsequently Katha has been transferred in the name of the VENDOR NO.1 vide bearing Katha No.155/155 issued from Doddajala Grampanchayath.

WHEREAS the VENDOR NO.1 has entered in to a registered a Joint Development Agreement with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of Item Nos.1 & 2 of the 'Schedule 'A' Property', vide Document No. JAL-1-04401-2010-11, in Book I, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.1 has also executed a registered General Power of Attorney in favour of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, (hereinafter called the VENDORS) to develop and sell inter alia, in respect of the Item Nos.1 & 2 of the 'Schedule 'A' Property', vide Document No. JAL-4-00322-2010-11, in Book IV, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.1 has executed a registered Deed of Rectification in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.1 & 2 of the 'Schedule 'A' Property', vide Document No. JAL-1-00151-2011-12, in Book I, stored in CD No. JALD91, dated 15/04/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.1 has executed a registered Deed of Gift in favor of Mr. Angad Singh Bedi, the VENDOR NO.6 herein in respect of the Item No.1 & 2 of the 'Schedule 'A' Property', vide Document No. HBB-1-04049-2013-14, in Book I, stored in CD No. HBBD141, dated 28/12/2013 in the office of Sub Registrar, Gandhinagar (Hebbal), Bangalore.

WHEREAS the VENDOR NO.6 has entered in to a unregistered Joint Development Agreement dated 05/01/2015 (effective from 28/12/2013) with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.1 & 2 of the 'Schedule 'A' Property'. Subsequent to said unregistered Joint Development Agreement the VENDOR NO.6 has also executed an unregistered General Power of Attorney dated 05/01/2015 (effective from 28/12/2013) in favour of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, represented by its Managing Director, Mr. Angad Singh Bedi in respect of the Item No.1 & 2 of the 'Schedule 'A' Property'

Item No.3:-

WHEREAS Mr. Mohinder Singh Puri the VENDOR NO.2 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.81/1B measuring 36 ½ Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. YAN-1-10412-2006-07, Book-I, CD.NO.YAND215, dated 07/08/2006, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 3.

WHEREAS the Item No. 3 herein got hereunder converted for Residential purpose vide No. BDS: ALN SR (NA): 223/1997-98 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 18/12/1997. Subsequently Katha has been transferred in the name of the VENDOR NO.2 vide bearing Katha No.155/155/1 issued from Doddajala Grampanchayath.

WHEREAS the VENDOR NO.2 has entered in to a registered a Joint Development Agreement with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item No.3 of the 'Schedule 'A' Property', vide Document No. JAL-1-04401-2010-11,

in Book I, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.2 has also executed a registered General Power of Attorney in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, to develop and sell inter alia, in respect of the Item No.3 of the 'Schedule 'A' Property', vide Document No. JAL-4-00323-2010-11, in Book IV, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.2 has executed a registered Deed of Rectification in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item No.3 of the 'Schedule 'A' Property', vide Document No. JAL-1-00151-2011-12, in Book I, stored in CD No. JALD91, dated 15/04/2011 in the office of Sub Registrar, Jala, Bangalore.

Item No.4:-

WHEREAS M/s.Bhandari Builders Private Limited the VENDOR NO.3 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.83/2 measuring 25 ½ Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4139-1996-97, Book-I, Volume 972, pages 42 to 48 dated 20/01/1998, registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 4(a).

WHEREAS M/s.Bhandari Builders Private Limited the VENDOR NO.3 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.83/2 measuring 26 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4140-1996-97, Book-I, Volume 972, pages 48 to 54 dated 20/01/1998, registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 4(b).

WHEREAS the Item No. 4 (a) & (b) herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN SR(NA): 127/1995-96 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 06/03/1996. Subsequently Katha has been transferred in the name of the VENDOR NO.3 vide bearing Katha No.148/148 issued from Doddajala Grampanchayath. Wherein the original land owners Mr.Krishnappa along with all other legal heirs have executed a registered Confirmation Deed dated 05/02/2014 vide document bearing No.YAN-1-10677/2013-14, Book-I, C.D.No.YAND532 registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore with respect to Item No.4 (a) & 4 (b) of the Schedule 'A' Property'. Subsequent to Confirmation Deed the said Mr.Krishnappa along with all other legal heirs have also executed a registered Indemnity Deed dated 06/02/2014 vide document bearing No.YAN-1-10711/2013-14, Book-I, C.D.No.YAND532 registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore with respect to Item No.4 (a) & 4 (b) of the Schedule 'A' Property'.

Item No.5:-

WHEREAS M/s.Bhandari Builders Private Limited the VENDOR NO.3 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.82/2 & 81/3 measuring 22 Guntas out of 1 Acre 26 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4515-1998-99, Book-I, C.D.No. ICD007, dated 25/11/1998, registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 5(a).

WHEREAS M/s.Bhandari Builders Private Limited the VENDOR NO.3 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.82/2 & 81/3 measuring 22 Guntas out of 1 Acre 26 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4516-1998-99, Book-I, C.D.No. ICD007, dated 25/11/1998, registered in the office of the Senior Sub-Registrar,

Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 5(b).

WHEREAS M/s.Bhandari Builders Private Limited the VENDOR NO.3 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.82/2 & 81/3 measuring 22 Guntas out of 1 Acre 26 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4518-1998-99, Book-I, C.D.No. ICD007, dated 25/11/1998, registered in the office of the Senior Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 5(c).

WHEREAS the Item No. 5 (a), (b) & (c) herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN SR(NA): 345/1997-98 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 30/05/1998. Subsequently Katha has been transferred in the name of the VENDOR NO. 3 vide bearing Katha No.149/149 issued from Doddajala Grampanchayath.

WHEREAS the VENDOR NO.3 has entered in to a registered Joint Development Agreement with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.4 & 5 of the 'Schedule 'A' Property', vide Document No. JAL-1-04401-2010-11, in Book I, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.3 has also executed a registered General Power of Attorney in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, to develop and sell inter alia, in respect of the Item Nos.4 & 5 of the 'Schedule 'A' Property', vide Document No. JAL-4-00321-2010-11, in Book IV, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.3 has executed a registered Deed of Rectification in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.4 & 5 of the 'Schedule 'A' Property', vide Document No. JAL-1-00151-2011-12, in Book I, stored in CD No. JALD91, dated 15/04/2011 in the office of Sub Registrar, Jala, Bangalore.

Item No.6:-

WHEREAS Mr.Gurvinder Singh Lamba the VENDOR NO.4 herein and Mr.Devinder Singh Lamba are the absolute Owners of piece and parcel of the immovable properties being the residentially converted land bearing Sy.No.81/2 measuring 1 Acre 6 ½ Guntas, Sy.No.82/1 measuring 12 Guntas & Sy.No.84/1 measuring 26 Guntas, totally admeasuring 2 Acres 6 ½ Guntas(including 02 Guntas karab) of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 3501/1995-96, Book-I, Volume 791, pages 124 to 134, dated 04/11/1996, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 6.

WHEREAS the Item No. 6 herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN (NA): 141/1994-95 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 17/03/1995. Subsequently Katha has been transferred in the name of the VENDOR NO.4 and Mr.Devinder Singh Lamba vide bearing Katha No.146/146 issued from Doddajala Grampanchayath

Item No.7:-

WHEREAS Mr.Gurvinder Singh Lamba the VENDOR NO.4 herein and Mr.Devinder Singh Lamba are the absolute Owners of piece and parcel of the immovable properties being the residentially converted land bearing Sy.No.81/2 measuring 1 Acre 6 ½ Guntas, Sy.No.82/1 measuring 12 Guntas & Sy.No.84/1 measuring 26 Guntas, totally admeasuring 2 Acres 6 ½ Guntas (including 02 Guntas Karab) of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 3502/1995-96, Book-I, Volume 791, pages 124 to 134,

dated 05/11/1996, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 7.

WHEREAS the Item No.7 herein got hereunder converted jointly for Residential purpose vide No.BDS: ALN (NA): 144/1994-95 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 17/03/1995. Subsequently Katha has been transferred in the name of the VENDOR NO.4 and Mr.Devinder Singh Lamba vide bearing Katha No.145/145 issued from Doddajala Grampanchayath.

WHEREAS said Mr.Devinder Singh Lamba has executed a registered Deed of Gift in favor of the VENDOR NO.4, in respect of the Item No.6 & 7 of the 'Schedule 'A' Property', vide Document No. JAL-1-02707-2011-12, in Book I, stored in CD No. JALD109, dated 12/09/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.4 has entered in to a unregistered Joint Development Agreement dated 01/02/2015 (effective from 12/09/2011) with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.6 & 7 of the 'Schedule 'A' Property'. Subsequent to said unregistered Joint Development Agreement the VENDOR NO.4 has also executed an unregistered General Power of Attorney dated 01/02/2015 (effective from 12/09/2011) in favour of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, represented by its Managing Director, Mr.Angad Singh Bedi in respect of the Item No.6 & 7 of the 'Schedule 'A' Property'

Item No.8:-

WHEREAS Mr. Gurvinder Singh Lamba, the VENDOR NO.4 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.83/2 measuring 1 Acre 11 ½ Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. 4516-1995-96, Book-I, Volume 809, pages 89 to 97 dated 23/12/1996, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 8.

WHEREAS the Item No. 8 herein got hereunder converted for Residential purpose vide No. BDS: ALN SR (NA): 153/1994-95 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 20/04/1995. Subsequently Katha has been transferred in the name of the VENDOR NO.4 vide bearing Katha No.147/147 issued from Doddajala Grampanchayath.

Item No.9:-

WHEREAS Mr. Gurvinder Singh Lamba the VENDOR NO.4 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.84/2 measuring 1 Acre 13 Guntas of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. YAN-1-01951-2006-07, Book-I, CD.NO.YAND189, dated 25/04/2006, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 9.

WHEREAS the Item No. 9 herein got hereunder converted for Residential purpose vide No. BDS: ALN SR(NA): 224/1997-98 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 18/12/1997. Subsequently Katha has been transferred in the name of the VENDOR NO.4 vide bearing Katha No.150/150 issued from Doddajala Grampanchayath.

WHEREAS the VENDOR NO. 4 and Mr. Devinder Singh Lamba has entered in to a registered Joint Development Agreement with M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.6, 7, 8 & 9 of the 'Schedule 'A' Property', vide Document No. JAL-1-04402-2010-11, in Book I, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.4 and Mr. Devinder Singh Lamba has also executed a registered General Power of Attorney in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, to develop and sell inter alia, in respect of the Item Nos.6, 7, 8 & 9 of the 'Schedule 'A' Property', vide Document No. JAL-4-00324-2010-11, in Book IV, stored in CD No. JALD90, dated 29/03/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.4 and Mr. Devinder Singh Lamba have executed a registered Deed of Rectification in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.6, 7, 8 & 9 of the 'Schedule 'A' Property', vide Document No. JAL-1-02708-2011-12, in Book I, stored in CD No. JALD109, dated 12/09/2011 in the office of Sub Registrar, Jala, Bangalore.

WHEREAS the VENDOR NO.4 and Mr. Devinder Singh Lamba have executed a Notarized Deed of Confirmation dated 12/09/2011 in favor of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED, in respect of the Item Nos.6, 7, 8 & 9 of the 'Schedule 'A' Property'.

WHEREAS VENDOR.No.4 has executed a Registered Sale Deed dated 23/03/2015 in favour of M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED the VENDOR No.5 vide document No.BDH-1-03717/2014-15. C.D.No.BDHD118, Book-I, registered in the Office of the Sub-Registrar, Bidarahalli, Bangalore with respect to Item Nos. 6, 7, 8 & 9 of the 'Schedule 'A' Property'.

WHEREAS M/s. BHANDARI CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED the VENDOR No.5 became the sole and absolute owner with respect to Item Nos. 6, 7, 8 & 9 of the 'Schedule 'A' Property'.

Item No.10:-

WHEREAS VENDOR NO.5 is the absolute Owner of piece and parcel of the immovable property being the residentially converted land bearing Sy.No.84/3 measuring 02 Guntas (including 1/4th guntas of Karab) of Shettigere Village, Jala Hobli, Bangalore North Taluk acquired by registered sale deed vide Document No. JAL-1-02141/2013-14, Book-I, C.D.No.JALD179, dated 26/09/2013, registered in the office of the Sub-Registrar, Yelahanka, Bangalore, morefully described in the 'Schedule 'A' Property' hereunder as Item No. 10.

WHEREAS the Item No. 10 herein got hereunder converted for Residential purpose vide No. A.L.N. (N.A)(JALA)S.R.79/2012-13 issued from the Office of the Deputy Commissioner, Bangalore District, Bangalore dated: 01/03/2013. Subsequently Katha has been transferred in the name of the VENDOR NO.5 the DEVELOPER herein vide bearing Katha No. 582/582 issued from Doddajala Grampanchayath.

WHEREAS for the sake of brevity Item Nos.1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 totally measuring 16 Acres 16 ½ Guntas or 7,14,931 Sq. ft or 66443 Sq. Mts jointly and collectively referred to as 'Schedule 'A' Property'.

II) WHEREAS the Owners, joined by the First Party and the Second Party have entered into Agreement of Sale of Undivided Share of Land on the same date and the Second Party has joined the Scheme of development which has been set out in recitals of the said Agreement for Sale of Undivided Share of Land.

III) WHEREAS the Owners and First Party have devised a scheme to develop the Schedule 'A' property into Five Phases/Building as Phase-I, Phase-II, Phase-III, Phase-IV & Phase-V-Commercial Phase.

IV) WHEREAS the First Party, along with the Owners has agreed to part with all the owners share of constructed area along with its proportionate Undivided Share of Land in the Phase I of the

Project . The First Party concurs that the Agreement of Sale of Undivided Share of Land and this Construction Agreement (parallelly executed) is only for Phase-I as described in “Schedule A Property” herein below and the undivided share of land is calculated based on the site area as depicted for construction of Phase-I in the Sanctioned plan. Further, the remaining portion of the Land in the “Schedule A Property” will be reserved for the other Phases of the Joint development which will be entered into through separate agreements for undivided share of land and development. The Second Party herein shall have the right towards the ingress and egress in the composite schedule A Property but however, they shall not have any right, title and interest nor ingress and egress through the other Phases of Developments irrespective of any convenience or accessibility. However, all the common amenities specified in Phase- I shall be absolutely used by the Second Party in the Phase- I but the common amenities highlighted by the First Party in subsequent Phases shall not be available for the usage of the Phase- I Second Party unless and until those specified by the First Party herein. Under the devised Development Scheme, any person/s interested in acquiring the Residential Apartment/s in the multi-storeyed buildings constructed in Phase- I of Schedule ‘A’ Property, is required to buy undivided right, title and interest in the lands comprised in the Schedule ‘C’ Property, proportionate to the Super Built up Area of the Apartment as denoted in Schedule B Property which he/she/they wants to acquire and to get constructed a Residential Apartment through the First Party separately in any such floor of the buildings as may be agreed upon and in accordance with the plan sanctioned by BIAPPA for Phase I.

V) WHEREAS the Second Party having joined the Scheme and have agreed to purchase ____% undivided share in the Phase –I of the Schedule “A” Property under the Agreement for Sale of undivided share of land, and as such the Second Party has become entitled to get constructed an Apartment under the Scheme of development and the Parties hereto have discussed and negotiated the terms of this Agreement and after such negotiations the Second Party after being satisfied of the terms and conditions are recording the agreement arrived at between them with regards to the construction of the Apartment and other related terms and conditions agreed;

NOW THIS AGREEMENT WITNESSES THAT in pursuance of the foregoing and in consideration of the obligations respectively undertaken by the Parties hereto, the Parties hereby agree as follows:-

1) That the First Party shall develop and deliver to the Second Party, a ____/ ____ Bedroom Apartment bearing № ____ on the ____Floor in ____ Block of the Building known as **“BCD Paradiso in the project BCD Heaven Valley i.e. the Phase-I of the Schedule “A” Property”**), having a Unit built-up area of ____ Square Feet or ____Sq Mts(which is inclusive of the floors, ceiling and walls between the apartments) ie ____ square feet or ____Sq. Mtrs of Carpet area and ____ square feet or ____Sq. Mtrs of Total Super built up area with proportionate share in all common areas together with exclusive right to use of ____ Nos. Car Parking Space in the basement / open space which apartment is more fully described in the Schedule “B” hereto and shall be constructed in accordance with the specifications contained in the Schedule “D” hereto. Subject to Clause 16 hereunder, the First Party agrees to deliver the Schedule “B” Apartment within 36 months from the date of commencement certificate. The First Party will have additional grace period of 6 months. The super built up area does not include area of Commercial, Club house, roof top terrace, covered car parking, and all common amenities and facilities area within and around the buildings in the project BCD Heaven Valley.

2) The Building including the Schedule “B” Apartment shall be developed by the First Party as per the plans/designs sanctioned by the BIAAPA. The First Party may make such variations or modifications in the plans/ designs/ specifications, as may be required during the construction for effecting the same and or as required by any statutory authority or such change or otherwise deemed necessary or advisable by the First Party, without however substantially altering the dimensions of the Schedule “B” Apartment; the First Party shall also be entitled to alter the specifications in Schedule “D” by substituting equivalent items.

3) The cost of construction of the Schedule "B" Apartment in the Phase-I hereby agreed to be developed and delivered to the Second Party shall be Rs. _____/- (Rupees _____ only). The said sum includes charges towards cost of usage of sewage treatment plant, legal expenses and cost of providing connection of electricity and water.

4) The Second Party has this day paid a sum of Rs. _____/- (Rupees _____ only) as advance to the First Party by Cash/Cheque/Pay Order/Banker's Cheque/Demand Draft No. _____ dated _____ drawn on/issued by _____ Bank, _____ Branch, Bangalore, the receipt of which the First Party hereby accepts and acknowledges and the Second Party shall pay the balance sale price to the First Party in installment as set out in Annexure "I" hereto.

5) All payments to be made by Cheque or Demand Draft payable in favour of the First Party. In case of Cheque or Demand Draft payable outside Bangalore, collection charges will be debited to the Second Party's account and credit for the payment made will be given on actual credit of the amount from the Bank and for the payments payable from abroad/foreign countries, the Rules & Provisions under RBI shall be applicable along with any other rules if any.

6) The Second Party agrees not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground for reasons set out above and in the event of the Second Party delaying, withholding or defaulting the payments any consequential sufferance or damages shall be at the risk of the Second Party.

7) The First Party has informed the Second Party that the payment of installments on its respective dates are critical and integral part of this agreement and for compliance of the obligation by the First Party and the First Party have informed the Second Party and the Second Party is fully aware that the default or delay in payment of such installment would affect the progress of the Building and accordingly the Second Party has agreed to pay installments on its respective due dates as provided in Annexure "I" hereto, failing which the First Party at its option will be entitled to:

(a) Charge interest on the defaulted installments shall be charged for the first sixty (60) days after the due date @ 18% per annum and for all periods of delay exceeding first sixty (60) days after the due date an additional penal interest @ 6% per annum (total interest @ 24 % per annum only) from the date of default till payment;

OR

(b) To terminate this agreement for Development/ Construction by giving 1 month notice to pay the arrears or to rectify any of the breach and at the end of 1 month, if the payments are still not made or such breach not being rectified, this agreement would stand terminated and the First Party will be entitled to treat a sum equivalent to 10% of the total Sale consideration for the Apartment as forfeited (total Sale consideration for the purpose of this clause shall mean the sale price which has been agreed to be paid under the agreement for Sale of the undivided share of land and along with the Construction Agreement in the Phase-I of the Schedule 'A' Property) and adjust it as liquidated damages from and out of the money paid by the Second Party and the First Party will be entitled to deal with the Schedule "B" Apartment and the undivided share in land which is set out in the agreement for sale of even dated, including selling the same to anybody, without any further reference to the Second Party. The balance money, if any, due to the Second Party shall be paid within 4 weeks of the disposal of the Schedules "B" Apartment. Against the cancellation of this agreement by the First Party, the Second Party's rights under this agreement and also the agreement for sale of undivided share of land in the Schedule "A" which is executed on the even date will also stand terminated immediately without any

requirement of execution of any further documents. On such termination, the First Party will not be liable to refund any payments received towards the statutory payments and or interest on any earlier delayed payments.

(c) If the amount of the liquidated damages under clause 7 (b) is more than the amount paid by the Second Party under this sale agreement, then, the First Party will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the Second Party.

(d) If the Second Party desiring to cancel this Agreement and agreement for the sale of undivided share in the Schedule Property, the Second Party shall become liable to pay 10% of the total sale consideration of the Apartment as liquidated damages and the amounts paid by the Second Party shall be refunded only after adjusting the said amount and within 4 weeks from the disposal and sale of the Schedule "B" Apartment to the others. On such termination, the First Party will not be liable to refund any payments received towards the statutory payments, brokerages paid and or interest on any earlier delayed payments.

8) In view of the Scheme of development, the Second Party acknowledges and agrees that the First Party has executed this Construction Agreement along with an Agreement for Sale for undivided share of land for the purchase of _____% undivided share in the Phase-I of the Schedule "A" Property and termination of either one of them will lead to the automatic termination of both the agreements with the consequences provided therein.

9) The Parties agree to the variation in Area of Schedule "B" Apartment, after the completion of the Building and the final measurement provided by the project Architect in this regard shall be final and binding on the parties and the difference (if any) will be either paid by the Second Party to the First Party or reimbursed by the First Party to Second Party as the case may be, at the same rate as per this Construction Agreement and Agreement for Sale for Undivided Share of Land.

10) Apart from the cost of the Schedule "B" Apartment payable in the manner set out in clause 3 above, the Second Party shall also be liable to pay:-

(a) the deposits or other charges or levies demanded or required to be paid to the, BESCOM, Bangalore Water Supply and Sewerage Board(if and when applicable) , BIAAPA, Bangalore Development Authority, Bruhat Bangalore Mahangara Palike, Village Panchayat or other Governmental /Statutory Authority, proportionate cost of sewage treatment plant and the Service tax and VAT or any other new Taxes/Levies payable to Central/State Government, betterment or other levies in regard to the construction of the Schedule "B" Apartment . It is specifically agreed that the First Party shall be entitled to amend or change the tax rates related to VAT, service tax, GST, etc. depending on any changes in the statutory provisions governing the levy of these taxes. It is further agreed that, the First Party shall also be entitled to change the rates specified under the GST regime, as and when this is introduced and made applicable to this agreement.

(b) the Stamp Duty, Registration and legal and incidental charges in regard to the Deed of Conveyance in respect of the Schedule "B" Apartment.

(c) the cost and taxes as applicable on any work executed by the First Party either in addition to or in modification of what is specified in Schedule "D" and the cost of any extra facilities provided by the First Party on the request of the Second Party.

(d) Maintenance charges of Rs. 3/-per sq. ft or Rs 32.28 Sq. Mtrs of Apartment per month for 12 month in advance and Rs. 50/- per sq. ft or 538 Sq. Mtrs., of Apartment as corpus fund. The First Party shall use the Maintenance Charges for an annual deposit for maintenance of the Building and all the common amenities and facilities set out in Annexure "I" hereto for one year after completion of the Building and occupation notice being issued to occupy the units. The

aforesaid amount will be utilized for routine maintenance of all common services, except capital expenditure like replacement of the Generator, Transformer or painting of common areas etc. The corpus fund shall be held by the First Party till maintenance of the Building is carried out by First Party.

(e) The Second Party has agreed that in the event the Second Party fails to pay the Maintenance Charges which are required to be paid in terms of clause (d), the First Party will be entitled to use firstly the amount of interest earned and thereafter the amount of corpus paid under this clause. The balance of the Maintenance Charges and Corpus Fund paid above will be transferred to the "BCD Paradiso" Apartment Owners Association of Phase-I on handing over of maintenance of the Building on the Schedule "A" Property subject to deduction of any taxes that are required to be paid on the interest earned. That the Second Party shall not seek refund of maintenance deposits payable by the Second Party for the purpose of the maintenance of the Building and all its common areas, facilities, amenities. If the association does not take over the maintenance of the Building, the Second Party will pay maintenance charges at Rs. 3/-per square foot of the Apartment per month failing which the First Party is entitled to deduct maintenance charges from the Maintenance Deposit and the interest earned thereon;

(f) The Second Party agrees to pay amount toward statutory levies and charges for transfer of Katha along with all other incidental charges to be incurred towards the said transfer as and when demanded by the concerned authority.

(g) The Second Party has agreed that the Second Party will be required to pay a sum of Rs 2,50,000 (Rs Two lakhs fifty thousand only/-) towards providing amenities and facilities with right of usage in the Building, Club, which amount is to be paid along with the installment amount as given in Annexure "I" hereto.

(h) The Second Party shall pay subscription charges and separate usage charges as may be fixed by the First Party for such facilities as may be provided by the First Party in the club house. On formation of BCD Paradiso Apartment Owners Association and handing over of management to it, association will fix the maintenance charges from time to time and the Second Party shall pay the maintenance charges accordingly. The Second Party has agreed that the Second Party will be required to pay a sum towards the proportionate cost of providing for such facility of Gas bank, pipes and expenses at the time of completion of the Said Building if the First Party provides for this facility in the Said Building. The Second Party agrees to pay for any additional facilities and value additions provided by the Developer over and above the facilities more fully described herein .

(i) Service tax, Karnataka Value Added Tax, Cess or any future tax to be levied on cost of construction paid under this Agreement and all other services which is rendered by the First Party under this agreement including under clause 10 of this Agreement or on the transaction as set out herein as applicable from time to time shall be borne by the Second Party irrespective of whether the tax is levied by the Central Government or State Government or any other statutory authority entitled to levy such kind of tax.

11) The Second Party shall not be entitled to the possession of the Schedule "B" Apartment until all payments due to the First Party under this Agreement and all payments due under the agreement for sale for the purchase of the undivided share in the Schedule Property are made and paid on or before the registration of the Sale Deed as per the terms and conditions herein.

12) The Second Party further agrees that any delayed payment having been accepted by the First Party will not preclude the First Party to enforce the termination clause in case of subsequent default/s and such acceptance of payment of any of the delayed installment shall not be construed as waiver of the rights of the First Party of clause 7 (b) hereof.

13) The Schedule "A" Property on which the Phase-I of the Building is to be constructed will be held by all the Apartment Owners of the Phase-I as "CO-OWNERS" each having an undivided share therein as per the terms and conditions of the Deed of Conveyance obtained from the apartment owners and all passages, lobbies, staircase, water lines, sewer lines as also the other areas which are used in common by the Apartment Holders, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas. The Second Party shall automatically without any option become the member of the Association on the conveyance being executed.

14) The Second Party shall have no right whatsoever to obstruct or hinder, on any ground, the progress of the construction of the Building or any part thereof.

15) The Second Party shall not be entitled to assign the rights under this Agreement without the prior written permission of the First Party and payment of transfer fee as may be charged by the First Party.

16) The date stipulated for delivery of the Schedule "B" Apartment is subject to variation on account of force majeure or acts of God or Government Orders/ Restriction/delay, Controls, judicial orders and other reasons which are beyond the control of the First Party. The First Party shall make every effort to obtain Occupation Certificate, electrical, sanitary and water connections within the stipulated date, however the First Party shall not be responsible for delays in obtaining such connections from Statutory Authorities. The Second Party shall not be entitled to claim any damages/losses against the First Party under any circumstances on the ground mentioned herein.

17) In the event of there being any delay for reasons otherwise set out in Clause 16 above or as per terms and conditions of Agreement for Sale of Undivided Share of land and there being no default by the Second Party, the First Party shall become liable to pay to the Second Party an aggregate sum (Inclusive in this agreement and agreement for sale of undivided share in Phase-I of schedule "A" property) of Rs. 30/- per square meter of the super built up area of the Schedule "B" Apartment per month being the monthly compensation that could be suffered by the Second Party due to such delay in handing over the Schedule "B" Apartment. The Second Party has agreed and recognizes that the amount paid under this clause is adequate compensation. The said compensation is payable by the First Party at the time of registration of the Sale Deed and provided that the Second Party has not delayed or has been in default of payment of any instalment payable by the Second Party as per Annexure "T".

18) The First Party may, at its sole option and discretion without prejudice to its rights set out in clause infra of the Agreement, waive in writing the breach by the Purchaser(s) of not making payments as per the schedule of payments but on the condition that the Purchaser(s) shall pay to the First Party interest which shall be charged for the first sixty (60) days after the due date @ 18% per annum and for all periods of delay exceeding first sixty (60) days after the due date an additional penal interest @ 6% per annum (total interest @ 24 % per annum only). It is made clear and so agreed by the Purchaser(s) that exercise of discretion by the First Party in the case of one Purchaser(s) shall not be construed to be a precedent and/or binding on the First Party to exercise such discretion in the case of other Purchasers.

19) The Second Party after taking possession of the Schedule "B" Apartment shall have no claim against the First Party in respect of any alleged defect in work in the said Schedule "B" Apartment under any circumstances. However, in the event of any structural defects including seepage, not caused due to any act of the Second Party, being informed by the Second Party in writing within period of 12 months from the date of completion/possession or Architect certificate of the Schedule "B" Apartment whichever is earlier, the First Party will attend to the same. However, cracks in plaster being natural phenomena shall not be considered as defect;

20) The Second Party shall, from the date the Apartment is ready for occupation, whether possession of the same is taken or not, firstly pay the sums mentioned in Clause 10 above, out of which amounts mentioned in Clause infra) will be used by the First Party towards the maintenance of the Building and thereafter on being called upon by the First Party, pay proportionate share of all outgoings and maintenance costs, general expenses such as Insurance, electrical and water tax for the common areas and all other maintenance charges of the Building and common areas as determined by the First Party. The Second Party shall, apart from the amounts mentioned in Clause 10(d) and (f), pay to the First Party consumption charges for water and power back up in the apartment. The First Party shall maintain the Building for period as provided in clause 10(f) above and thereafter hand over the maintenance to the Apartment Owners, whether association is formed or not.

21) The Second Party shall not do any acts in or to the Schedule "B" Apartment which may adversely affect the Schedule "B" Apartment or the Building of which the Schedule "B" Apartment is a part.

22) The Second Party shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government or any other Authority, in regard to Ownership or enjoyment of such Apartments and pay all taxes, rates and cess in regard to the Schedule "B" Apartment.

23) The Second Party covenants that the Second Party shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building, as may be prescribed by the statutory authority and/or the association of owners.

24) The Second Party with the other owners of the apartment building shall ensure and cause that at all times the annual maintenance contracts valid and subsisting with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control equipment, pumps, motors and other equipment as well as to take all such steps to ensure safety in and at the terrace levels, walls/cladding, swimming pools and other places. The Second Party is fully aware that non-payment towards the annual maintenance contracts will adversely affect the safety of the apartment building and adversely affect safety and operation of all the equipment installed in the building.

25) The Second Party along with the other apartment owners of the building shall at all times ensure that all necessary certificates, licenses, permits, permissions, insurances are renewed and kept valid and subsisting.

26) After the maintenance of the building is handed over to the Association that has been formed, the First Party 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 apartment owners, service providers or their agents with regards to the 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 as provided in above Clauses. The Second Party 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.

27) The Second Party shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, sledge movers and such other vehicles required to ensure maintenance, safety and statutory compliance.

28) The Second Party agrees that the earmarked Garden Area on the Ground Floor, the earmarked Terrace Rights/Space and the earmarked car parking spaces in the basement and on the surface shall form part of the common rights and all other spaces/area which has not been specifically conveyed in BCD Paradiso and would be allotted by the First Party and shall be to the exclusive use of the allottees and the Second Party shall at no time before or after the completion of the Project and formation of any Association/ Condominium/Organisation of owners, claim any rights thereto or deprive the allottees of the said Garden Space or the Terrace Area or the Car Parking spaces and such allottee will not be entitled to put up any structure thereon;

29) The Owner/First Party shall be entitled to retain or allot the terrace area to any intending purchaser for their exclusive use and the Second Party herein shall not object to the use and utilisation of the terrace in any manner including putting up construction in the terrace area. However if there are any common utilities located in the terrace area, the allottee and owner of the terrace area will allow access for repairs of such common amenities installed in the terrace.

30) That the Second Party shall, as and when informed that the wing in which the Schedule “B” Apartment is located is complete, shall come forward to take possession and pay all the amounts due under this agreement and also the Agreement for Sale for Undivided Share of Land of the even date. The Second Party is also aware and agrees that the common amenities and facilities of the Building shall be completed by the end of the completion of the Building.

31) The Second Party confirms and declares that the Second Party shall be bound by the Deed of Declaration and the rules and regulation governing the association of owners of the apartment and the Second Party shall become member of such association as and when formed for the maintenance of common area of the Schedule “A” Property and the Building;

32) If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BIAAPA, Bangalore Development Authority, Bruhat Bangalore Mahanagar Palike or other Public Authority in respect of the Schedule Property, the same shall be borne and paid by the Second Party in proportion to his/her/their/its undivided share in the Schedule Property.

33) In view of the Scheme formulated, the Second Party shall have no right to terminate this Agreement without forfeiting his/her/their/its rights under the Agreement for sale of the undivided share of land;

34) Access for inspection-The Purchaser may by prior appointment with the Developer enter upon the Schedule ‘B’ Apartment and parts of “BCD Paradiso” affording access to it to inspect the progress of works subject to the following conditions:

- a. the person entering do so at their own risk, they shall comply with all safety directions and requirements of the Developer and its site manager/ contractor. The Developer will not be held liable for any kind of accidents whatsoever if any caused during such inspection on account of the Purchaser failing to adhere to any of the safety norms prescribed by the Purchaser;
- b. they shall not impede the progress of works;
- c. they shall not give instructions to any workmen on the site.

35) The name of the residential apartment complex i.e. the Complex shall be called “BCD Heaven Valley” and the name of the building in which the Schedule “B” Apartment is located shall be “BCD Paradiso” and the name of the Building and the name of the wings shall not be changed under any circumstances save and except with the consent of the First Party. The First Party during the terms of this Agreement will be entitled to change the name of the Building and or the complex.

36) The Permanent Account Number/General Index Register Number of the Developer and the Purchaser are as follows:-

A. The Developer: AADCB7444F

B. The Purchaser:

37) All letters, receipts or notices issued by the First Party by Email or dispatched under Certificate of Posting to the address of the Second Party given in this Agreement will be sufficient proof of service thereof on the Second Party and shall effectually discharge the First Party from the obligations to issue any further notice.

SCHEDULE - "A" PROPERTY
COMPOSITE SCHEDULE

All the piece and parcel of the immovable property being the residentially converted land bearing Sy.Nos.81/1, 81/2, 81/3, 81/4, 82/1, 82/2, 82/3, 83/2, 84/1, 84/2 & 84/3, Amalgamated Katha.No. 342 & Katha No.582 measuring in total 16 Acres 16 ½ Guntas or 7,14,931 Sq.ft or 66443 Sq.Mts situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Kaldhari, Sy.Nos.85 and 13/1;
West by	-	Shettigere Road & Remaining portion of Sy.No.81/1;
North by	-	18 Mtrs Road & Remaining portion of Sy.No.81/1;
South by	-	Remaining portion of 81/1 & Sy.Nos.87 and 86.

ITEM NO.1:-

All that piece and parcel of the residential converted land bearing Sy No. 81/4 measuring 1 Acre 19 Guntas (including 2 guntas karab) and residential converted land bearing Sy. No.82/3 measuring 1 Acre 14 guntas totally measuring 2 Acres 33 Guntas (including 2 Guntas karab) situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Smt. Lakshmamma;
West by	-	Land belonging to Sri. Jayaramappa;
North by	-	Land belonging to Sri. M.S. Ramaiah;
South by	-	Land belonging to Sri. Shamanna.

ITEM NO.2:-

All that piece and parcel of the residential converted land bearing Sy.No. 81/1B measuring 2 Acres 30 Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Shettigere Road;
West by	-	Land belonging to Seethappa;
North by	-	Land belonging to Srinivas & others;
South by	-	Muthyalamma Temple.

ITEM NO.3:-

All that piece and parcel of the residential converted land bearing Sy. No.81/1 measuring 36 ½ Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Doddajala Border;
West by	-	Remaining portion of Sy.No.81/1;
North by	-	Land belonging to Amrik Singh Bhandari & Mr. J.S. Lamba;
South by	-	Muthyalamma Temple.

ITEM NO.4:-

a) All that piece and parcel of the residential converted land bearing Sy. No.83/2 measuring 25 ½ guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to GS Lamba;
West by	-	Land belonging to G.S. Lamba & D.S. Lamba;
North by	-	Land belonging to G.S. Lamba & D.S. Lamba;
South by	-	Remaining portion in same Sy. No.

b) All that piece and parcel of the residential converted land bearing Sy. No.83/2 measuring 26 guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to G.S. Lamba;
West by	-	Land belonging to G.S. Lamba & D.S. Lamba;
North by	-	Remaining portion of the same Sy. No.;
South by	-	Land belonging to Venkatswamy.

ITEM NO.5:-

a) All that piece and parcel of the residential converted land bearing Sy. No.81/3 and 82/2 measuring 22 guntas out of 1 Acre 26 Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Seethappa;
West by	-	Land belonging to Mr. A. S. Bhandari, Mr. G.S. Lamba & D.S. Lamba;
North by	-	Remaining portion of the same Sy. No.;
South by	-	Property belonging to Mr. Jabir Asghar

b) All that piece and parcel of the residential converted land bearing Sy. No.81/3 and 82/2 measuring 22 guntas out of 1 Acre 26 Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. A. S. Bhandari;
West by	-	Land belonging to Mr. A. S. Bhandari, Mr. G.S. Lamba & D.S. Lamba;
North by	-	Govt. Rock;
South by	-	Remaining portion of the same Sy. No.

c) All that piece and parcel of the residential converted land bearing Sy. No.81/3 and 82/2 measuring 22 guntas out of 1 Acre 26 Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Seethappa;
West by	-	Land belonging to Mr. A. S. Bhandari, Mr. G.S. Lamba & D.S. Lamba;
North by	-	Remaining portion of the same Sy. No.;
South by	-	Remaining portion of the same Sy. No.

ITEM NO.6:-

All that piece and parcel of the residential converted land bearing Sy. No.81/2 measuring 1 Acre 6 ½ guntas, residential converted land bearing Sy. No. 82/1 measuring 12 Guntas and residential converted land bearing Sy. No. 84/1 measuring 26 Guntas in total measuring 2 Acres 6 ½ Guntas (including 2 Guntas karab) situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Srinivasan;
West by	-	Land belonging to Mr. M. S. Ramaiah;
North by	-	Land belonging to Mr. Krishnappa & others (the Vendors);
South by	-	Land belonging to Mr. Honnagiriappa.

ITEM NO.7:-

All that piece and parcel of the residential converted land bearing Sy. No.81/2 measuring 1 Acre 6 ½ guntas, residential converted land bearing Sy. No. 82/1 measuring 12 Guntas and residential converted land bearing Sy. No. 84/1 measuring 26 Guntas in total measuring 2 Acres 4 ½ Guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Srinivasan;
West by	-	Land belonging to Mr. Srinivasan;
North by	-	Land belonging to Mr. Honnagiriappa & others (the Vendors);
South by	-	Land belonging to Mr. Ramaiah.

ITEM NO.8:-

All that piece and parcel of the residential converted land bearing Sy. No.83/2 measuring 1 Acre 11 ½ guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Thimmadasa;
West by	-	Land belonging to Mr. Venkatappa;
North by	-	Land belonging to Mr. Thimmadasa;
South by	-	Road.

ITEM NO.9:-

All that piece and parcel of the residential converted land bearing Sy. No. 84/2 measuring 1 Acre 13 guntas situated at Shettigere Village, Jala Hobli, Bangalore North Taluk and bounded with:-

East by	-	Land belonging to Mr. Subbarayappa;
West by	-	Land belonging to Mr. G. S. Lamba;
North by	-	Land belonging to Mr. G. S. Lamba;
South by	-	Govt. Kharab Channel.

ITEM NO.10:-

All that piece and parcel of the agricultural property bearing Sy. No.84/3, to an extent of 02 guntas, situated at Shettigere Village, Jala Hobli, Bangalore North Taluk, Bangalore, and bounded on:

East by	: Sy.Nos.13/1 & 85;
West by	: Sy.No.83/2;
North by	: Sy.No.82/4 and
South by	: Sy.Nos.84/2 & 84/1.

Phase I – Property to be conveyed

(The description of the property on which PHASE I (BCD Paradiso) is built and on terms which the UDS is conveyed consisting of the footprint of the Building and set back and open area as demarcated in the sanction plan)

All the piece and parcel of the property bearing the portion of Sy. No. 81/2, 82/1 and 82/2 to an extent of 2 Acres 15 Guntas i.e., 103506 Sq. ft or 9619.52 Sq. Mts (excluding 871 Sq. mts of Civic amenities and 3006.8 Sq. mts of park and open spaces and road going for proposed master plan road) situated at Shettigere Village, Jala Hobli, Bangalore North Taluk, Bangalore,

East by	: Sy.Nos.83/1 & 82/3 (p);
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West by : Remaining portion of Sy.No.81;
 North by : Proposed 18m Master plan road, Civic Amenity and Park 7 and
 South by : Proposed 24m Master plan road and Park No. 4.

SCHEDULE - "B" PROPERTY

(Description of the Apartment)

A ____/ ____ Bedroom Apartment bearing № ____ on the ____ Floor in Phase-I of the Building known as "BCD Paradiso"(in the project known as 'BCD Heaven Valley'), having a Unit built-up area of ____ Square Feet or ____Sq. Mtrs (which is inclusive of the floors, ceiling and walls between the apartments) i.e. ____ square feet or ____Sq. Mtrs of carpet area and ____ square feet or ____Sq. Mtrs of Total Super built up area with proportionate share in all common areas together with exclusive right of use of ____ Nos. Car Parking Space in the basement / open space. The floor plan of the Schedule 'B' Apartment is as per Annexure "II" hereto.

SCHEDULE 'C' PROPERTY

(Description of undivided share agreed to be conveyed)

An undivided ____ % share in the land comprised in the Phase I of the Building BCD Paradiso in the project BCD Heaven Valley of Schedule 'A' Property; equivalent to ____Sq. Mts or ____ Square Feet in the land comprised in the Phase I of Schedule A Property.

SCHEDULE- “D”

(As per the annexed specification list)

SPECIFICATIONS:

Structure:

- RCC framed structure building with seismic Zone-II compliance.
- Solid block masonry (Internal/external)
- Elegant entrance lobbies
- Covered parking spaces in Basement Area
- Elegant flooring for Ground floor Entrance lobbies, Vitrified tiles for upper floors.
- Staircase flooring with Kota stone / tiles or equivalent.
- Cladding with Granite / Marble/Texture Paint in all floor lobbies.

Plastering:

- All internal walls are smooth plastered

Painting:

- Interior: Plastic Emulsion paint with roller finish or equivalent.
- Exterior: Weather proof Exterior Emulsion paint.

Flooring & Cladding:

- Vitrified flooring.
- All Bedrooms, Utility & Balcony with vitrified tiles & 100mm high skirting.
- All other toilets flooring will be ceramic anti-skid tiles & Cladding

Doors & Windows:

- Wood Main Door frame with melamine polished flush door shutter
- All Bedroom door shutters shall be with hardwood frame.
- Toilet doors of Hardwood frame.
- All Windows shall be made of Aluminum/UPVC.
- All toilet Ventilators of Aluminum/ UPVC

Kitchen:

- Granite kitchen platform with SS Single bowl sink & drain board
- 2 Feet dado ceramic tile above granite platform area.
- Only low wall between Kitchen & utility with utility having the window with chimney exhaust provision.
- Geyser provision

Electrical:

- Cables of reputed make.
- One TV point & Telephone point in living room. One TV point in Master Bedroom.
- Intercom facility in Living room.
- Elegant modular electrical switches.
- Split A/C provision in living area/master bedroom.

Lift:

- Automatic passenger lift of reputed make.
- Each Block will have 2 lifts.

Club House

- Swimming pool
- Club House
- Party Hall

Back Up Generator:

- Backup power for common areas.

Other unique features:

- Grand entrance central lobby for each tower.
- Maximum ventilation / natural light to each flat.
- Sewage Treatment Plant

- Rainwater Harvesting system

Facilities

- Area provided for ATM, Store, Pharmacy, Salon, Games Room, Gym, Aerobics/Yoga, Banquet Hall, Office, and Play Area

SCHEDULE - 'E'

The Purchaser in proportion to his share along with the other owners of “BCD -Paradiso”, shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

- a) Maintenance of pump sets, lift and other machineries, sanitary and electrical lines common in “BCD -Paradiso”;
- b) Payment of electrical and Water charges for common services (excluding water charges payable by the Purchaser to the concerned CMC/Corporation authorities);
- c) Replacement of bulbs in streets, internal pathways, common areas and facilities;
- d) Maintenance of ground space, internal roads, garden in “BCD -Paradiso”;
- e) Maintenance of landscape, pots and other plants in “BCD -Paradiso” and maintenance of swimming pool, club house, party area, recreation centre for indoor games, etc., provided as common amenities to the Schedule 'B' Property;
- f) Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, lift operator, pumps and generator operators, administrative staff etc;
- g) Payment of monthly/yearly subscription and other charges payable to the club house; and any other charges towards proper maintenance and upkeep of the “BCD -Paradiso”
- h) Any other area of maintenance not specifically mentioned above.i) No changes allowed to be made in elevation/ externally viewed portion of his apartment. Additional windows/ grilles if required by the Purchaser shall be installed by him at his own cost but only after approval of the design by the Developer.
- j) Purchaser shall put his name board only in the designated location and only as per approved size and he shall not put any signage's/ name boards which shall be visible in the elevation of the building.

Till such time as the formation of owners association / society is registered the service mentioned in the above clause will be carried by the Developer thereafter decision taken by the majority of owners and the interpretations of this clause would be determined by the decision of the majority of owners and repairs maintenance work carried out against payment of such same as may be determined by them time to time.

Should the Purchaser default payment due, for any common expenses benefits or amenities, the builders or the owners association shall have the right to decide and remove such common benefits or amenities, including electricity and water connection from his enjoyment.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR FIRST ABOVE-WRITTEN AT BANGALORE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

SIGNED AND DELIVERED
By the said VENDORS
Represented by the GPA holder

SIGNED AND ACCEPTED
By the said PURCHASER

In the presence of the following witnesses:

Name and Address:	Signature
1.	
2.	

Drafted By:-

**ANNEXURE “I”
SCHEDULE OF PAYMENT**

PROJECT NAME:	AGREEMENT FOR CONSTRUCTION
BLOCK:_____ FLOOR:_____	TYPE:____, UNIT No._____
PAYMENT SCHEDULE FOR BALANCE AMOUNT	
DUE ON:	% of Consideration
Amount Paid with EOI	
On Booking: 20% on Date of Agreement of Sale of Undivided share of Land & Agreement of Construction less amount paid with EOI	20
On or before completion of Foundation	10
On or before completion of First Basement Roof Slab	10
On or before completion of Third floor slab	10
On or before completion of Sixth floor slab	10
On or before completion of Tenth floor slab roof	10
On or before completion of Terrace slab	10
On commencement of Block work	5
On or before completion of Plastering	5
On or before completion of Flooring	5
On notice of Completion	5

**ANNEXURE “II”
UNIT PLAN OF THE SCHEDULE ‘B’ APARTMENT**