

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE EXECUTED AT BANGALORE ON THIS THE
____ DAY OF JUNE TWO THOUSAND SEVENTEEN (...../6/2017)**

BETWEEN

M/s.VALBY ENTERPRISES, [PAN: AAJFV8546P], a partnership firm incorporated under the Partnership Act, 1932 and having its office at No. 80, Unit 101, Ahad Pinnacle, 5th Main, 2nd Cross, 5th Block, Koramangala Industrial Area, Bangalore 560 095, represented herein by its Partners,

(1) Mr.Balaji Babu.J (HUF), represented by its kartha Sri. Balaji Babu. J son of Mr. V. Jagannath, aged about 39 years, residing at No. 684/27, 11th Cross, 5th Main, M.C. Layout, Vijayanagar, Bangalore 560 040; PAN: AAHHB5513N;

for Casa Grande Pvt. Ltd.

for Casa Grande Pvt. Ltd.

Authorized Signatory
Power Agent of the Vendors

Authorized Signatory
Builder

Purchaser(s)

(2) **Mr. J. KrishnaKumar**, , Son of V. Jagannath, aged about 44 years, residing at residing at No. 684/27, 11th Cross, 5th Main, M.C. Layout, Vijayanagar, Bangalore 560 040(PAN: AFLPK5274L);

(hereinafter referred to as the “**VENDOR**”, which expression shall, wherever the context so admits and permits, mean and include, its partners, their heirs, successors and permitted assigns) OF THE FIRST PART;

all represented by their registered Power of Attorney Holder, **M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE LIMITED** [PAN: AAGCC1577R], a company incorporated under the provisions of Companies Act, 1956, having Registered Office at Salma Bizhouse, No. 34/1, 3rd Floor, T-1 & T-2, Meanee Avenue Road, Opposite to Lakeside Hospital, Ulsoor Road, Near Ulsoor Lake, Bangalore – 560 042, represented by its Authorized Signatory **Mr. Dilip Kumar Reddy. T**, son of Mr. Dange Reddy aged about 35 years, vide GPA dated 15.06.2016 duly registered as Doc No.101, Book IV, stored in CD No.BSKD361, in the office of the Sr. Sub-Registrar, Basavanagudi (Banashankari), Bengaluru.

AND

M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE LIMITED [PAN: AAGCC1577R], a company incorporated under the provisions of Companies Act, 1956, having Registered Office NPL Devi, New No.111, Old No.59, LB Road, Thiruvannamiyur, Chennai – 600 041, and having its administrative office at Salma Bizhouse, No. 34/1, 3rd Floor, T-1 & T-2, Meanee Avenue Road, Opposite to Lakeside Hospital, Ulsoor Road, Near Ulsoor Lake, Bangalore – 560 042, represented by its Authorized Signatory **Mr. Dilip Kumar Reddy. T**, son of Mr. Dange Reddy aged about 35 years, hereinafter called the "**BUILDER/DEVELOPER**" (which expression wherever it so requires shall mean and include all its legal representatives, administrators, executors and successors-in-interest) OF THE SECOND PART;

AND

(1) **Mr.** [PAN:], son of Mr....., aged about years;

(2) **Mrs.** [PAN:], wife of Mr., aged aboutyears;

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both residing at No....., Bangalore – 560 084, herein after called the "**PURCHASER(S)**" (Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors, assigns, etc.) OF THE THIRD PART;

WITNESSES AS FOLLOWS:

WHEREAS all that larger property measuring 3 Acres & 10 Guntas carved out of Survey Nos.3/1 & 5/3 both situated at Kotaganahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore District, which property is morefully described in the Item Nos. I & II of the Schedule "A" hereunder belongs to the Vendor herein which was acquired by the Vendor in the manner described below.

WHEREAS the Vendor is the absolute owner of the converted Land bearing Survey No. 3/1 measuring 1 /Acre 37 Guntas situated at Kotaganahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore District, he having acquired through Sale Deed dated 09.08.2012, registered as Document No. 2512/12-13, of Book I, stored in CD No.SRJD105, in the office of the Sub-Registrar, Sarjapura, Bangalore Dist, executed by Sri. Jitendra Verma;

WHEREAS the Vendor is the absolute owner of the converted Land bearing Survey No. 5/3 measuring 1 Acre 13 Guntas situated at Kotaganahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore District, he having acquired through Sale Deed dated 09.08.2012, registered as Document No. 2513/12-13, of Book I, stored in CD No.SRJD105, in the office of the Sub-Registrar, Sarjapura, Bangalore Dist, executed by Sri. Jitendra Verma;

WHEREAS Sri. Jitendra Verma has applied and obtained the conversion order for the residential purpose vide Official Memorandum bearing No. ALN (ASH) SR 84/2011-12 dated 12.09.2011 issued by the Deputy Commissioner, Bangalore, in respect of the Survey No. 3/1 measuring 1 Acre 37 Guntas in his name. Further, said Sri. Jitendra Verma has applied and obtained the conversion order for the residential purpose vide Official Memorandum bearing No. ALN (ASH) SR 85/2011-12 dated 12.09.2011 issued by the Deputy Commissioner, Bangalore, in respect of the Survey No. 5/3 measuring 1 Acre 13 Guntas.

WHEREAS in the manner above said, the Vendor became the absolute owner in peaceful possession and enjoyment of the both items of the Schedule Property. Item Nos. I & II of the Schedule "A" Property are adjacent to each other and constitute one composite block,

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in all measuring 3 Acres 10 Guntas situated at Kotaganahalli Village, Sarjapur Hobli, Anekal Taluk, Bangalore District, which property is morefully described in the Schedule "A" hereunder and hereinafter referred to as the Schedule "A" property for brevity.

WHEREAS the Vendors being desirous of developing the Schedule "A" Property jointly with the Builder herein for development of residential Villas, Civic Amenities, Club House and other developments and entered into a Joint Development Agreement dated 15.06.2016, registered as Document No.2698/2016-17 in Book-I and stored in C.D.No.BSKD361, in the Office of the Sr. Sub-Registrar, Basavanagudi (Banashankari), Bengaluru Dist, in terms of which the Vendor and Builder agreed to jointly undertake the development of the Schedule "A" Property into Residential Villa project known as **"CASA GRANDE NEONA"(hereinafter called 'PROJECT')"** in terms contained therein and agreed to share the revenues accruing from the sale of constructed Villas comprised in the said Project in the ratios agreed and detailed therein.

Whereas the Vendor has empowered M/s. Casa Grande Garden City Builders Private Limited, the Builder herein, by executing a registered General Power of Attorney dated 15.06.2016, registered as Document No. 101/2016-17, Book IV, stored in C.D. No. BSKD361, in the Office of the Sr. Sub-Registrar, Basavanagudi (Banashankari), Bengaluru District, to develop, sell and execute sale deed/s and to do related activities and the said Power is still in force and effect.

WHEREAS the aforesaid Power of Attorney M/s. Casa Grande Garden City Builders Private Limited, have relinquished an extent of land totally measuring 2080.85 Sq.mt. [i.e. 22,398 Sq.ft] comprised in the said project towards Open Space Reservation Area including road widening area in favour of Bangalore Development Authority vide Relinquishment Deed dated 20.12.2016, registered as Document No. 4996/2016-17, in the office of the Sub-Registrar, Basavanagudi (Attibele), Anekal Taluk, Bengaluru District morefully described in Schedule 'B' Property hereunder.

AND WHEREAS the Developer acting under the aforesaid Registered Joint Development Agreement and General Power of Attorney both dated 24.04.2015, has formulated a scheme and developed residential building/villa in the said project on the Schedule 'A' Property for the construction and sale of such Residential building/villa formed on the Project to the prospective purchaser/s with internal roads, landscaped areas/parks, open spaces with all other allied internal and external services such as water supply system and sewage disposal system etc. and has obtained plan sanction for the Project from the Anekal Planning Authority, vide No. APA/LAO/48/2016-17, dated 09.12.2016;

WHEREAS, the Power Agent of the Vendors / Builder has applied for NOC from The
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Pollution Control Board for developing the Schedule “A” Property and the Pollution Control Board has issued the NOC vide its letter bearing No.PCB/195/CNP/16/H-714 dated 02.01.2017.

WHEREAS, the Power Agent of the Vendors / Builder are having an extent of 1,19,167 Sq.Ft. (after leaving the land for OSR Area, civic amenities and road widening) of Land for Selling and construction of Villa/building/s, out of which an area of 80,074 Sq Ft is earmarked as Plot area for construction of Villa/Residential House and an area of 39,093 Sq Ft is earmarked for UDS share in the aforesaid Project.

WHEREAS, the Vendor assure and represent that (i) the Schedule ‘A’ Property has a clear and marketable title, (ii) that there is no order from any Court restraining the Vendor from alienating the Schedule ‘A’ Property, (iii) that the Schedule ‘A’ Property is free from all encumbrances, there being no charge, lien, mortgage (other than the charge created in favour of the Lenders), or lis pendens or attachment of any civil, revenue or criminal court of law, public authority, or any pending acquisition proceeding and (iv) there is no other agreement to sell the same, or a portion thereof, to any other person or persons.

WHEREAS the Purchaser(s) herein after due verification and scrutiny being satisfied with the title of the Vendor to Schedule “A” Property and with the scheme propounded by the Builder and sanctions obtained by them, is/are interested in purchasing and owning residential building/s/ villa/s in Schedule “A” Property, have offered to purchase a **Residential Plot bearing No._____**, in the Schedule “A” Property, measuring **Sq.mt.** (i.e. **Sq.Ft.**, which is more fully described in Schedule “C” hereunder and hereinafter referred as **Schedule “C” Property** together with **Sq.mt.** (i.e. **Sq.ft.**) undivided share of land hereunder from the Vendor along with Residential building/s/Villa/s bearing No....., with a built up area of **Sq.mt.** (i.e. **Sq.ft.**) **super built-up area**, to be constructed in Schedule “C” Property which is more fully described in Schedule ‘D’ hereunder and hereinafter referred as **Schedule ‘D’ Property** and Purchaser(s) agreed to enter into a separate Agreement for Construction with Builder, which shall be co-terminus with this Agreement. The said Construction Agreement and this Agreement to Sell are inseparable and composite. The Purchaser/s have agreed to comply with various terms for such sale promptly without any default

AND WHEREAS on the terms stated above, the Vendor have offered to sell the **Schedule “C” & “D” Property** free from all encumbrances with a right to build and own residential villas upon Schedule “A” Property and the Purchaser(s) above named has/have agreed to purchase the same and the parties herein deem it necessary to reduce in writing their

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mutually agreed terms and conditions of sale of the **Schedule “C” & “D” Property** Properties as set forth hereunder:

NOW THIS AGREEMENT TO SALE WITNESSES AS FOLLOWS:

1. The Vendor hereby agree to sell and Purchaser(s) hereby agree to purchase the **Schedule “C” Property** for total sale consideration of **Rs...../- (Rupeesonly)** along with applicable taxes agreed to be paid by the Purchaser(s) to the Vendors / Builder with right to construct and own **Schedule ‘D’ Villa/s** upon Schedule “C” together with right to enjoy common areas and facilities including common roads, passages, drains, compound, street lighting etc., along with the owners/occupants of other residential building/s /villa/s in the ‘PROJECT’, free from encumbrances through the aforesaid Builder.
2. That the Purchaser(s) has/have paid a sum of **Rs...../- (Rupees only)** towards advance sale consideration and the receipt of which the Vendors hereby admit and acknowledge.
3. The Purchaser(s) has/have agreed to pay the balance sale consideration of **Rs...../- (Rupees only)** as per payment schedule provided by the builder/developer and time being the essence of this Agreement. The Vendors herein are entitled to charge interest at 18% on the delayed payment beyond the due date as per the payment schedule and the purchaser(s) undertakes to pay the same.
4. The timely payment of installments as per the Schedule of Payment is the essence of this Agreement as any delay would hamper the completion of development of Schedule “C” and “D” Property. In case of loan availed by the Purchaser(s) for payment of the sale consideration, the Purchaser(s) shall be solely responsible for all the disbursements from the Banks/Financial Institutions. It shall be incumbent on the Purchaser(s) to comply with the terms of payment and other terms and conditions of this Agreement.
5. In the event of delay/default by the Purchaser(s) to pay the balance sale consideration as provided, the Builder shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser(s) to pay the arrears due within 15 days from the date of issue of such notice and if the Purchaser(s) fail/s to pay the arrears, this Agreement shall be deemed to have been terminated.

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6. In the event of such termination or on account of cancellation by the Purchaser(s), the Builder shall be entitled to forfeit 10 % of the basic cost of the Schedule "C" & "D" Property agreed between the Parties as Cancellation charges and after adjusting the same against the amounts paid by the Purchaser/s till the date of cancellation and refund the balance, if any, within Thirty days from the date of resale of Schedule "C" & "D" Property. On such termination/cancellation of the Construction Agreement entered into between the Builder and the Purchaser/s also stand terminated automatically without any separate notice to the Purchaser/s and in which event the Sellers/Builder shall be entitled for the other liquidated damages caused to the Builder on account of construction of Schedule "D" Property.
7. Upon termination/cancellation of this Agreement the Purchaser(s) shall not have any claims over the Schedule "C" & "D" Property together with common super built-up area and /or on Vendors and/or Builder and/or on Construction Agreement. The Vendors/Builder shall be entitled to deal with Schedule "C" & "D" Properties as they may deem fit for their benefit without reference to Purchaser(s).
8. The sale of Schedule "C" & "D" Property shall be to enable the Purchaser(s) to get constructed the Villa described in Schedule 'D' together with common super built-up area herein exclusively through the Builder mentioned hereinabove. The Purchaser(s) shall have no right to develop and construct the Schedule "C" and "D" other than through the Builder mentioned hereinabove.
9. The residential building/s/villa/s (i.e., Schedule "D" Property) in Schedule 'C' Property shall be constructed as per the specifications mentioned in terms of the Annexure I of the Joint Development of Agreement dated 15.06.2016. Any further construction in Schedule 'D' Property in addition to the area of the said residential building/s/villa/s agreed to be sold under this Agreement shall be done on mutually agreed terms. The Purchaser/s by himself/herself/themselves shall have no power to undertake any additional construction to the Schedule 'D' Property.
10. Any modifications/changes in the specifications to be provided under this Agreement would not be allowed without prior written consent of Vendors/Builder and if the said consent is given, it shall be on mutually agreed

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terms to be recorded in writing on additional cost as prevailing and time for completion of the same and in which case the time stipulated for completion of construction of the Schedule 'D' Property stands extended automatically.

11. TIME FOR COMPLETION OF SALE:

- A. Schedule 'C' and 'D' Properties will be completed and the same will be delivered for interiors by the Vendors/Builder to the Purchaser/s within 24 (Twenty Four) months from the date of launch this Project with a grace period of 6 (three) months, provided the Purchaser/s comply with the payment schedule provided by the Builder separately.
- B. Though every effort shall be made to obtain electrical, water and sanitary connections within the stipulated time to the Schedule "D" Property, no responsibility will be accepted by the Vendor for delays in obtaining such connections, clearances, certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/losses against the Vendors on the ground of such delay. Any delay in providing the facilities will not constitute as a breach of this Agreement on the part of Vendors.
- C. The Vendors/Builders shall not be liable if they are unable to complete the construction of Schedule "D" Property and/or development of common facilities in the '**PROJECT**' and deliver the possession of Schedule "D" Property by the aforesaid period by reason of non-availability of Cement, Steel and other construction materials, civil commotion or by any act of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities or for reasons beyond the control of the Vendors/builder and in any of the aforesaid events, the Vendors/Builder shall be entitled to proportionate extension of time for delivery and possession of the completed premises and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded.
- D. The Schedule "D" Property shall be delivered to the Purchaser/s by the Vendor for interior work provided all the amounts due and payable by the Purchaser/s as applicable are fully paid. The Purchaser/s is/are entitled to possession of the Schedule "D" Property after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within 15 (fifteen) days from the date of receipt of the notice in writing to the Purchaser/s intimating that the said Schedule "D" Property is ready for use and occupation whether

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possession is received by Purchaser/s or not, time being the essence of the contract in that behalf.

- E. Commencing 15 (fifteen) days after notice is given by the Vendors/Builders to the Purchaser/s the Schedule 'C' & 'D' Properties is ready for use and occupation, the Purchaser/s is/are liable to bear and shall pay to the Vendor all the taxes, charges including for electricity, water and other common services, irrespective of the fact whether possession of Schedule "C" and "D" Properties, is/are taken or not by Purchaser/s and/or whether the development in Schedule 'A' Property is completed or not.
- F. The Purchaser/s shall pay to the maintenance agency duly appointed by the Builder proportionate deposits which shall be decided by the Builder, towards Maintenance Deposit which is inclusive of, Wages for the persons appointed to manage and look after the '**PROJECT**' (such as Estate Officer, Watchmen, Security Guards, Gardeners, Plumbers, Sweepers, etc.,) other outgoings and expenses and all the taxes and charges including for electricity, water and other common services and the outgoings.
- G. The Purchaser/s shall also pay the Vendors/Builder, proportionate deposits, pro-rata charges, supervision fee, service charges, meter deposits and other departmental charges and expenses incurred for getting electricity connection from Bangalore Electricity Supply Company Limited, Telephone Connection from concerned authority, for water and sewage system from Bangalore Water Supply and Sewage Board and other departmental and incidental charges and deposits relating to the entire built-up area to be constructed in the Schedule "D" Property.
- H. The Purchaser/s upon taking possession of the Schedule 'C' & 'D' Properties shall be deemed to have accepted that the Schedule 'C' & 'D' Properties as fully complete in all respects and the Purchaser/s shall not have any claim against the Vendors/Builders for any of the items of work in Schedule 'C' & 'D' Properties which may be alleged as not carried out or completed by the Vendors.
- I. The Vendors/Builder hereby agrees that it is liable to pay to the Purchaser/s a sum of Rs.4/- per Sq.Ft., of built-up area per month of delay in handing over the possession of the Schedule "C & D" Properties within the stipulated period other than for the reasons stated above, provided the Purchaser/s has/have paid the amounts payable as demanded by the Vendors/Builders against deposits and other charges to be paid to various authorities and compliance of all the terms herein.

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- J. Upon delivery of Schedule “C & D” Properties to the Purchaser/s, the Purchaser/s are not entitled to claim against the Vendors/Builder in respect of any alleged defect in work in the said Schedule “C & D” Properties which may be alleged not to have been carried out or completed by the Vendors/Builders. The Vendors/Builder shall not be responsible for any defect in the Schedule ‘D’ Property noticed after a period of one year from the date of handing over the possession of Schedule “C & D” Property or from the date of notifying to the Purchaser/s as to completion of the construction of Schedule “D” Property, whichever is earlier.

12. USAGE:

- A. Upon handing over, the Purchaser/s covenant/s to use the Schedule “C & D” Properties for residential purposes and no other purposes.
- B. Upon handing over, the Purchaser/s shall not make any structural alterations to the Schedule “C & D” Properties and/or effect any change to the plan or elevation and shall not enclose the open terrace, if any, attached to the Schedule “D” Property.
- C. The Purchaser/s while carrying out the interior decoration works in the Schedule ‘D’ Property, shall not cause any nuisance/annoyance to the occupants of the other residential buildings/villa/s in the ‘PROJECT’ 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 Vendors/Builders or the agency appointed for the maintenance of all common areas and facilities in the ‘PROJECT’ for carrying on the interior decoration work within the Schedule “D” Property. Any changes or modifications to the structure or appearance of the exterior of the Schedule “D” Property, including garden beds, require prior permission from the Vendors/Builder/Agency undertaking the common maintenance in the ‘PROJECT’. The Purchaser/s shall submit a plan in writing with drawings or pictures indicating the location of proposed changes to the Builders/Agency undertaking the common maintenance in the ‘PROJECT’ before undertaking any changes in the Schedule “D” Property and secure prior written consent.
- D. The parking space specifically provided in the Schedule “D” Property by the Vendors/Builders are 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

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space or enclose the same or use/convert it for any purpose other than as parking space.

- E. 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 '**PROJECT**' in common with other owners and other persons. The Purchaser/s shall not place objects/things/articles, which hinders free use of any common amenities.
 - F. The Purchaser/s shall not require or undertake by himself/herself/themselves before/after delivery of possession of Schedule "C & D" Properties any additions/deletions/modifications/ changes in position etc., of the windows, doors, overall footprints, internal layout of Schedule "D" Property, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), landscaping features (picket fencing, driveways, hardscape, softscape), fabrication works (grills, balcony railings, staircase railings etc..) and external painting, other than what is provided for in the design by the Architects appointed by the Vendors/Builders.
 - G. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect of the Vendors/Builder may consider necessary from time to time during the course of construction. The Architect/Vendors/Builder is/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 Vendors/Builder.
13. The time of completion of sale by due execution and registration of sale deed in respect of Schedule "C & D" Property shall be decided by the Power Agent of the Vendors, which shall be on compliance of the terms and payment of all sums mentioned herein.
14. The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser(s). In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule "C" & "D" Properties, it is the responsibility of the Purchaser(s) to attend to the same at

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his/her/their cost and secure release of the Sale Deed. The Vendors and/or Builder have no liability in respect thereto.

15. The Vendors and Builder shall pay Municipal taxes and other rates and outgoings on the Schedule "C" & "D" Properties upto date of issue of Occupation Certificate and Purchaser(s) shall be liable to pay the same from the date of issue of Occupation Certificate for the building in which Schedule "C" & "D" Properties is a portion thereof. Upon completion of the construction and obtaining Occupancy Certificate, the Schedule "C" & "D" Properties will be separately assessed to municipal property taxes. The Purchaser(s) shall be liable to pay the municipal / property taxes accordingly.
16. The Builder shall have the first lien and charge on the Schedule "C" & "D" Properties agreed to be sold hereunder by the Vendors/Builder until all the payments are made to the Vendors / Builder by the Purchaser(s) under this Agreement.
17. 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 including Schedule "C" & "D" Properties and/or in the balance portions in Schedule "A" Property.
18. The Purchaser(s) has/have inspected all the title deeds pertaining to the Schedule "A" Property and has entered into this Agreement to Sell, after being satisfied about the title of the Vendors to the Schedule "A" Property.
19. Any delay or indulgence by the Vendors/Builders 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 of any part of the terms and conditions of this agreement nor shall the same in any manner prejudice the right of the Vendors/Builder.
20. The Purchaser(s) is/are entitled to secure Khata of Schedule "C" & "D" Properties on purchase at his/her/their cost from the jurisdictional municipal office and Vendors agrees to sign necessary consent letters.
21. In the event of there being any dispute, the same shall be mutually discussed and amicably settled between the parties. If however, the same is not amicably settled, such disputes shall be settled by a sole Arbitrator appointed by the Builder. The parties agree to a fast track arbitration which shall be disposed within 60 days from date of entering the reference. The proceedings shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996

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and any amendments thereof and shall be conducted in English language. The venue of conducting the proceedings shall be at Bangalore. Subject to the arbitration clause, Courts in Bangalore alone shall have the jurisdiction over the disputes if any arising out of this Agreement, to the exclusion of all other Courts.

22. This Agreement is prepared in two sets. One set shall be with the First Party and the other set shall be with the Second Party.

SCHEDULE “A” PROPERTY

(Total Property)

Item No. I: ALL THAT PIECE AND PARCEL OF the immovable land being converted for residential purpose vide Official Memorandum bearing No. ALN (ASH) SR 84/2011-12 dated 12.09.2011 bearing Survey No.3/1 measuring 1 Acre 37 Guntas situated at Kotaganahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District and bounded as follows:

East by: Road,

West by : Property belongs to Bajja Reddy,

North by : Property belongs to Nanjundappa

South by : Property belongs to Subba Rao

Item No. II: ALL THAT PIECE AND PARCEL OF the immovable land being converted for residential purpose vide Official Memorandum bearing No. ALN (ASH) SR 85/2011-12 dated 12.09.2011 bearing Survey No.5/3 measuring 1 Acre and 13 Guntas, situated at Kotaganahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore District and bounded as follows:

East by: Road out of the said land

West by : Panchayath Road

North by : Property Belong to Bikanahalli Ramaswamy

South by : Property Belong to Bikanahalli Ramaswamy.

SCHEDULE “B” PROPERTY

(Property relinquished to the Bangalore Metropolitan Region Development Authority towards Civic Amenities, Park and Open Spaces and Road Widening Area)

All that piece and parcel of the vacant land totally measuring about 2080.85 Sq.mt. [i.e. 22,398 Sq.ft] towards Civic Amenities, Park and Open Spaces, Road widening Area out of Schedule “A” Property.

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SCHEDULE “C” PROPERTY**(Property formed in Schedule “A” covered under this agreement)**

All that piece and parcel of vacant site identified and numbered as **Site No.** measuring about **Sq.mt.** (i.e. **Sq.ft.**), together with undivided share measuring **Sq.mt.** (i.e. **Sq.ft.**), **formed in Schedule “A” hereunder** and bounded on the :

North by	
South by	
East by	
West by	

Measuring:

North	
South	
East	
West	

Totaling **Sq.mt.** (i.e. **Sq.ft.**)

SCHEDULE “D” PROPERTY

[Residential building/Villa to be built up upon Schedule ‘C’ by the Builder and to be delivered to the Purchaser(s)]

A Residential Villa bearing No..... having **Sq.mt.** (i.e. **Sq.ft.**) Super Built-up Area in the Residential Complex known as “**CASA GRANDE NEONA**”

IN WITNESS WHEREOF the parties have hereunto set their respective hands on this Agreement of Sale on the day, month and year first hereinabove written before the following witnesses.

for Casa Grande Pvt. Ltd.

for Casa Grande Pvt. Ltd.

for Casa Grande Pvt. Ltd.

for Casa Grande Pvt. Ltd.

Authorized Signatory
Power Agent of the Vendors

Authorized Signatory
Builder

Purchaser(s)

Authorized Signatory
Power Agent of the Vendors

Authorized Signatory
Builder

Purchaser(s)

WITNESSES:

1.

2.

Drafted By:

for Casa Grande Pvt. Ltd.

for Casa Grande Pvt. Ltd.

Authorized Signatory
Power Agent of the Vendors

Authorized Signatory
Builder

Purchaser(s)