

AGREEMENT OF SALE

THIS **AGREEMENT OF SALE** (Agreement) entered into on the date specified in Annexure – 1 hereunder: HAS BEEN ENTERED AND EXECUTED ON _____ **2016.**

BETWEEN

- 1) Mrs. KAMALAMMA,**
Aged about 65 years,
W/o. Late. Guruva Reddy,
- 2) Mr.JEEVAN PRAKASH,**
Aged about 45 years,
S/o. Late. Guruva Reddy,
- 2a)Mr.RUTHVIK,**
Aged about 19 years,
S/o. Jeevan Prakash,
- 3) Mr.GAJENDRA BABU,**
Aged about 42 years,
S/o. Late. Guruva Reddy,
- 3a)Ms. GHANAVI,**
Aged about 13 years,
D/o. Gajendra Babu,
- 3b) Master LEHANTH,**
Aged about 07 years,
S/o. Gajendra Babu,

Nos. 3a) and 3b) are minors and they are represented by their father and natural guardian No.3, **Sri. GAJENDRA BABU,**

- 4) Mr.LAKSHMI PRASANNA,**
Aged about 40 years,
S/o. Late. Guruva Reddy,
- 4a)Master RANJITH PRASANNA,**
Aged about 08 years,
S/o. Lakshmi Prasanna,
- 4b) Ms.JANANI,**
Aged about 04 years,
D/o. Lakshmi Prasanna,

Nos. 4a) and 4b) are minors and they are represented by their father and natural guardian No. 4, **Sri. LAKSHMI PRASANNA,**

All are residing at No.24,
Devarabeesanahalli Village,
Bellandur Post, Varthur Hobli,
Bangalore East Taluk,
Bangalore – 560 103.

All being represented by their duly constituted Attorney

M/s. VAJRAM HOLDINGS PRIVATE LIMITED,

Having its office at Survey No. 61,
Thanisandra Main Road, Chokkanahalli,
Bangalore – 560 064,
Represented by its Director, Vajram Pavan Kumar

*hereinafter collectively referred to as the “**Land Owners/Vendors**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their heirs, successors, executors, assigns, administrators and legal representatives; of the **FIRST PART**.*

AND

M/s. VAJRAM HOLDINGS PRIVATE LIMITED,

Having its office at Survey No.57/4
Devarabeesinahalli Village
Varthur Hobli, Bangalore – 560103,
Represented by its Director,

Mr.VAJRAM PAVAN KUMAR, (hereinafter referred to as the “**Developer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) and acting through its authorized representative of the **SECOND PART**;

AND

The person(s)/entity specified as the purchaser/s in Annexure – 1 hereunder, hereinafter called the “**PURCHASER/s**” (which expression shall, unless the context otherwise admits, mean and include, in the case of a person, his/her heirs and legal representatives, in the case of a partnership firm, its partners for the time being, their respective heirs, executors and administrators and in the case of any other entity, its designated representatives, administrators, successors and permitted assigns; of the **THIRD PART**.

The Land Owners/Vendors, Developer and the Purchaser/s are hereinafter individually referred to as the Party and collectively as Parties, as the case may be.

WHEREAS:

- A. The Vendors are the absolute owners of the property measuring 2 (Two) Acres 23 (Twenty Three) Guntas of land, converted for residential purpose, situated at Devarabeesanahalli Village, Varthur Hobli, Bangalore East Taluk (previously called as Bangalore South Taluk), Bangalore District, which is more fully described hereunder and hereinafter called as **"SCHEDULE 'A' PROPERTY"**.
- B. Originally, the land bearing Survey No.57/2 measuring 3 (Three) Acres situated at Devarabeesanahalli Village, Varthur Hobli, Bangalore East Taluk (previously called as Bangalore South Taluk), Bangalore District(the "**Larger Property**"), belonged to Mr.Papanna *alias* Papanna Reddy having acquired the same in terms of a sale deed dated 04/05/1944, registered as Document No.5450, Book-I, pages 124 to 126, in the office of the Sub-registrar, Bangalore Taluk.
- C. Subsequently, Mr.Guruva Reddy, the son of Mr.Papanna Reddy filed a suit bearing O.S. No.412/1981 against his father Mr.Papanna Reddy, seeking partition and separate possession of certain properties including the Larger Property. Thereafter, the said suit was compromised in terms of a Compromise Petition dated 18/03/1981 and a portion of the Larger Property measuring 2 (Two) Acres and 34 (Thirty Four) Guntas in Survey No.57/2 alongwith other properties was allotted to the share of Mr.Guruva Reddy. The khata was also mutated in the name of Mr.Guruva Reddy in terms of the mutation register extract bearing MR No.9/1983-84.
- D. Pursuant to the demise of Mr.Guruva Reddy on 27/12/1998, the khata of the property bearing Survey No.57/2 measuring 2 (Two) Acres and 34 (Thirty Four) Guntas was transferred in the name of Mrs.Kamalamma, the wife of (late)Guruva Reddy in terms of the inheritance proceedings bearing IHC No.21/2000-01, with the consent of his children namely Mr.Jeevan Prakash, Mr.Gajendra Babu and Mr.Lakshmi Prasanna.
- E. A portion of the property bearing Survey No.57/2 measuring 2 (Two) Acres and 23 (Twenty Three) Guntas has been converted for residential purpose, vide Conversion Order dated 11/09/2001, bearing No.BDS/ALN/SR/SA134/2001-02, issued by the Special Deputy Commissioner, Bangalore District, Bangalore.
- F. The converted property bearing Survey No.57/2 measuring 2 (Two) Acres and 23 (Twenty Three) Guntas was subsequently phodied and re-numbered as Survey No.57/4, the SCHEDULE 'A' PROPERTY.
- G. The Vendors herein, are the sole and absolute owners by title and enjoyment of all that pieces and parcel of the above mentioned

immovable property measuring 2 (Two) Acres and 23 (Twenty Three) Guntas in Survey No.57/4.

- H. The Vendors herein have decided to develop the SCHEDULE 'A' PROPERTY for Multipurpose Development, consisting of multistoried Commercial and Residential apartments with infrastructure and other related facilities and further to sell and dispose off the SCHEDULE 'A' PROPERTY to any person/s of their choice as absolute owners, pursuant to which they have entrusted the development work and the sale of the said property to M/s.Vajram Holdings Private Limited, the Developer herein.
- I. The said Developer who, is a developer of real estate projects in India has agreed to develop the SCHEDULE 'A' PROPERTY as permitted by the Bruhat Bangalore Mahanagara Palike and other Concerned Authorities.
- J. Further, the Vendors have entered into a registered Joint Development Agreement dated 10/10/2014 with the Developer, in respect of SCHEDULE 'A' PROPERTY, vide Document bearing No.BNS-1-11020/2014-15, Book I, stored in C.D. No.BNSD332, registered in the office of the Sub-registrar, Shivajinagar, Bangalore.
- K. The Vendors have also executed a registered General Power of Attorney, in favour of Mr. Vajram Pavan Kumar, Director of the Developer, to develop and sell *inter alia*, the SCHEDULE 'A' PROPERTY, vide Document No.BNS-4-00559/2014-15, dated 10/10/2014, Book IV, stored in C.D. No. BNSD332, registered in the Office of the Sub-Registrar, Sub-registrar, Shivajinagar(Banaswadi), Bangalore.
- L. The Vendors and the Developer have executed the Area Sharing Agreement dated 14/03/2016 and the apartment unit as described in Annexure – 1 has been allotted to the share of the Developer;
- M. The khata in respect of the Schedule A Property is transferred in the name of the Vendors. The Vendors have envisaged a scheme for the development of the Schedule A Property into a multi-storied commercial and residential apartment complex in the name and Style “**VAJRAM ESTEVA**” (referred to herein as ‘the **Project**’) comprising of several apartment units of various dimensions with necessary internal and external services, access roads, driveways, walkways, clubhouse and other common area amenities and facilities;
- N. The Vendors have secured sanction of building plan in terms of the order No. BBMP/Addl.dir/JDNORTH/LP No.0499/2014-15 dated 01/12/2015 issued by the Bruhut Bangalore Mahanagara Palike

("BBMP") for the construction of the Project and all statutory clearance from the concerned Authority.

- O. Under the aforesaid scheme of development, the prospective purchaser/s who intend to obtain construction of a residential apartment unit in the Project are required to purchase a specific Undivided share in land in the Schedule A Property from the Vendors/Developer which will be proportionate to the Super Built Up Area and the corresponding carpet area of the apartment unit proposed to be constructed in the Schedule A Property;
- P. The Purchaser/s above named being interested in owning an apartment unit as described in Annexure – 1 (hereinafter referred to as the **"Apartment"**) to be constructed in **VAJRAM ESTEVA** has/have approached the Developer for purchase of an undivided share, right, title and interest in the Schedule A Property proportionate to the super built up area of the Apartment and the corresponding carpet area, as described in Annexure – 1, which is subject to variation depending on the outcome of the Writ Petition pending before the High Court of Karnataka in relation to the relinquishment of a portion of Schedule A Property for the purpose of parks and open spaces (hereinafter referred to as the **"Undivided Share in Land"**)
- Q. The Purchaser/s has/have confirmed that Purchaser/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and restrictions as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/their own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Purchaser/s, has/have approached and offered to purchase the Undivided Share in Land proportionate to the super built up area and the corresponding carpet area more particularly described in the Annexure – 1;
- R. The Purchaser herein has scrutinized the documents of title to the Schedule A Property, various sanctions, permissions and approvals secured in respect of the Project and after being satisfied with the Vendors' title to the Schedule A Property, the location of the Project and the various common amenities and utilities therein, the scheme of development, the building plans and other related approvals and sanctions, has agreed to purchase the Undivided Share in Land, subject to the rights, covenants and obligations specified in this Agreement and the agreement that the Purchaser/s has/have entered into for purchase of the Apartment (hereinafter referred to as the 'Construction Agreement'), which is required to be observed and performed by the Purchaser. Agreement of sale for purchase of the

proportionate Undivided Share in the Land and the Construction Agreement shall be co-terminus with each other.

NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

1. AGREEMENT AND SALE CONSIDERATION:

- a) That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto, the Vendors/Developer hereby agrees to sell and the Purchaser/s hereby agree/s to purchase, the Undivided Share in Land, subject to the terms, conditions and covenants herein contained, for a total sale consideration stipulated in Annexure – 1, with a right vested in the Purchaser to purchase and own the Apartment. The Parties acknowledge that the Undivided Share in Land has been calculated as per the working plans and in the event of variation of such extent on completion of the Project, it is agreed and clarified between the Parties that there will be no variation in the total sale consideration as denoted in Annexure 1 to this Agreement. It is further clarified that the Undivided Share in Land shall be subject to any relinquishment of land forming a part of the Schedule A Property in favour of the appropriate statutory authority in accordance with law, subject to reservation of land for any particular purpose as mandated by the appropriate authority and subject to the actual extent of land available in the Schedule A Property. The Parties further agree that the final area statement/certificate issued by the Vendor's architect upon completion of the Project shall determine the Undivided Share in Land that would accrue to each Purchaser. Either Party shall not be entitled to question the measurements set out by the architect in the said final area statement.
- b) The Purchaser/s has/have paid a sum specified in Annexure – 1 as advance sale consideration, receipt of which the Vendors/Developer hereby accepts and acknowledges. In the event of a levy of any bank collection charges, the same shall be payable by the Purchaser/s and credit for the payment made will be given on actual credit of the amount in the Developer's account. The date of credit of the amount into the bank account of the Developer will be considered as the date of payment by the Purchaser/s.
- c) The Purchaser shall pay the balance sale consideration in accordance with the payment schedule specified in Annexure – 2 hereunder for which a Demand Note shall be raised by the Developer and intimated to the email address provided by the Purchaser/s in Annexure I hereunder. The Purchaser/s shall make payment of each installment within a period of Fifteen (15) days from the date of email sent by the Developer to the Purchaser/s as above. The Purchaser/s, Developer and HDFC have agreed to enter into a Tripartite Agreement wherein the Developer shall undertake to pay the interest on the loan amount for a period of 24 months from the date of first disbursement, as specified in Annexure 3. It is expressly stated that the Developer has no liability with relation to the Loan, other than making the aforesaid interest payment to HDFC for a

period of 24 months.

- d) Any default in payment of the balance sale consideration will affect the scheme of development of the Project and as such, the Purchaser agrees that time set out in Annexure – 2 for payment of the balance sale consideration is the essence of the contract. The total consideration for construction of the Apartment shall mean the agreed cost of construction payable in respect of the net super built up area and the corresponding carpet area of the Apartment and excludes such costs and deposits as are specifically mentioned herein to be payable separately by the Purchaser/s.
- e) In the event of a delay or default by the Purchaser/s in payment of any of the instalments specified in Annexure – 2, the Purchaser/s shall be liable to pay interest on the outstanding instalment at the rate of 1% per month or part thereof until complete payment of the said instalment. In the event the Purchaser fails to make payment of the outstanding amount together with interest thereon for a period of Forty Five days from the due date, the same shall be construed as a breach of contract by the Purchaser and this Agreement and the Construction Agreement shall stand terminated without any further intimation by the Developer. Upon such termination, the Developer shall forfeit a sum equivalent to 10% of the total sale consideration stipulated in this Agreement and the Construction Agreement as liquidated damages.
- f) In the event of termination of this Agreement as specified in the preceding Clause, the Developer shall deduct such sums as may have been paid by the Developer to third parties, such as VAT, Service Tax, agency commission or any other amount paid to the Government or Statutory Authorities, and loss of profit incurred on account of resale of the Apartment, if any, from the total consideration paid by the Purchaser/s under this Agreement and the Construction Agreement and refund the balance, if any, after deduction of the liquidated damages stipulated in the preceding clause, to the Purchaser/s, without any interest, subsequent to the Developer entering into an agreement in respect of the Undivided Share in Land in favour of a third party purchaser.
- g) Any breach of the terms or conditions of the Construction Agreement by the Purchaser/s shall be deemed to be a breach under this Agreement and consequently, this Agreement shall upon termination of the Construction Agreement in terms thereof, be terminated automatically without a separate notice in this regard. In such an event, the Developer shall be entitled for the liquidated damages of 10% of the sale consideration stipulated hereunder in addition to any covenants relating to forfeiture in the Construction Agreement. Upon termination of this Agreement the Purchaser/s shall not have any claims over the Undivided Share in Land and/or the Apartment nor shall the Purchaser/s have any claim on the Developer. The Developer shall be entitled to deal with Undivided Share in Land and the Apartment as it may deem fit without reference to Purchaser/s.

- h) Notwithstanding anything to the contrary contained in this Agreement, prior to demanding delivery of the Apartment, the Purchaser/s shall have made all payments due under this Agreement and under the Construction Agreement.
- i) The Purchaser agrees that upon completion of the flooring, one coat of painting, main door, UPVC windows, one vertical transportation and temporary power connection, it is hereby construed that the Apartment is ready for possession ("**Possession**") and shall exclude certain fixtures and fittings like bathroom fittings, internal doors, kitchen slabs and switch boards. The Purchaser shall acknowledge the possession of the Apartment subject to certain fixtures and fittings like bathroom fittings, internal doors, kitchen slab and switch boards which shall be completed within 15 days, prior to the date of actual occupancy of the Apartment by the Purchaser.
- j) The Developer shall complete the Project construction within six months from the possession (**Project Completion**).
- k) The Developer agrees to execute a Sale Deed for sale of the Undivided Share in Land proportionate to the Super Built Up Area and the corresponding carpet area in favour of the Purchaser/s, the terms, conditions and covenants of which, shall be identical in respect of all apartment units in the Project. The Purchaser/s agree/s not to claim conveyance or possession till compliance by the Purchaser/s of their obligations under this Agreement and the Construction Agreement. The Purchaser/s is/are liable to pay the expenses and professional fees stipulated in respect of drafting and registration of the Sale Deed. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Apartment and/or Undivided Share in Land, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Developer shall have no responsibility or liability in respect thereto.
- l) The Purchaser shall be entitled to the rights enumerated in the Schedule B hereto and shall be bound by the obligations specified in Schedule C hereto in regard to the ownership, use and occupation of the Apartment and the enjoyment of the common areas and amenities and other matters connected therewith. The rights and obligations set out in Schedule B and Schedule C shall run with the land and shall be binding on the Purchaser and their tenants/occupants or legal heirs or successors in interest or assignees or any person claiming through or under them and therefore shall be observed and performed by them at all times so long as they own or occupy the Apartment.
- m) The Purchaser/s, if a non-resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts &

Rules (RBI) made thereunder or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s under the Income Tax Act, 1961 or under any other taxing/fiscal statute, subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Developer immediately and comply with applicable law. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Purchasers and such third party shall not have any right in this application/allotment of the Apartment in any way and the Vendors/Developer shall issue the payment receipts in favour of the Purchaser/s only.

- n) The Purchaser/s acknowledge/s and agree/s that the Developer and the Purchaser/s have executed this Agreement on the consideration that the Purchaser has also this day executed a Construction Agreement for purchase of the Apartment to be read together and co-terminus with this Agreement and termination of either of the Agreements will lead to the automatic termination of the other with the consequences provided therein. In view of the Scheme formulated, the Purchaser shall have no right to terminate this Agreement without forfeiting his/her rights under the Construction Agreement.
- o) The Purchaser shall indemnify the Vendor for all losses, costs, charges, fees and any other losses incurred by the Vendor due to non-payment of the taxes as per clause 3(k) below and due to non-adherence of the terms and conditions of this Agreement.

2. THE VENDORS/DEVELOPER COVENANTS WITH THE PURCHASER/S AS FOLLOWS:

- (a) That the sale of the Undivided Share in Land in favour of the Purchaser shall be free from attachments, encumbrances, court proceedings or charges or any kind;
- (b) That the Vendors are the absolute owner of the Schedule A Property and that its title thereto is good, marketable and subsisting and they have the power to convey the same and the Purchaser has fully satisfied itself/themselves/himself/herself on the title of the Vendors. The original title deeds of the Schedule 'A' Property will be ultimately delivered to the Owners' Association to be formed by all the purchasers of apartment units in the Project (Apartment Owners'

Association);

- (c) That the Developer agrees to do and execute all acts, deeds and things, as may be reasonably required by the Purchaser, for more fully and perfectly assuring the title of the Purchaser to the Undivided Share in Land and the Apartment; and
- (d) That the Developer shall pay all taxes, rates and cesses in respect of the Apartment upto the date of its completion(except for the tax amount payable with the sale consideration by the Purchaser as described in Clause 3(k)). Pursuant to completion of construction of the Apartment, all such taxes and other outgoings, any such levies charged or sought to be recovered either prospectively or retrospectively by the BBMP, BDA or other public authority or the Owners Association in respect of the Schedule A Property, the same shall be borne and paid by the Purchaser proportionate to the Purchaser's undivided share in the Schedule A Property of the Project, irrespective of whether the Purchaser has taken possession of the Apartment or not.

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

- (a) The Purchaser/s shall not be entitled to transfer/assign his/her/its rights under this Agreement or the Construction Agreement in favour of any third party without the previous consent of the Vendors/Developer in writing. It is clarified that the Developer shall not be obliged to accord its consent to any such assignment as this Agreement and the Construction Agreement are personal in nature. Any such assignment shall be permissible on a condition that the Purchaser/s shall make payment to the Developer, of a sum equivalent to 4% of the sale consideration agreed to be paid by the assignee/transferee including the money payable by the assignee/transferee to the Purchaser/s over and above the sale consideration stipulated under this Agreement and the Construction Agreement. In the event such assignee/transferee is identified by the Developer, the Developer shall also be entitled to a commission calculated at the rate of 1% of the sale consideration agreed to be paid by the assignee/transferee.
- (b) The Purchaser/s shall observe and abide by the byelaws, rules and regulations formulated by the Developer and the Apartment Owners' Association with regard to ownership and/or enjoyment of the Apartment and various common amenities, utilities and facilities in the Project.
- (c) The Purchaser/s has/have no objection for the Developer to create charge or mortgage on Schedule A property for raising funds to commence and complete the development and

construction in the Schedule A Property. However, the Developer alone shall be responsible for discharge of the said charge or mortgage before sale of the Undivided Share in Land is consummated. The Developer agrees to secure necessary No-Objection Certificate from the lending Bank/Institution and furnish the same to the Purchaser/s at the time of the execution of the Sale Deed in respect of the Undivided Share in Land proportionate to the Super Built Up Area and the corresponding carpet area.

- (d) Upon execution of the Sale Deed in respect of the Undivided Share in Land in favour of the Purchaser/s, it shall be the responsibility of the Purchaser/s to secure bifurcation and transfer of khata in respect of the composite Apartment and the Undivided Share in Land in his/her/their name. The Developer shall, on a request in this regard made by the Purchaser/s, furnish such documents such as the sanctioned plans, floor plans, etc., at the cost of the Purchaser/s.
- (e) The Developer will be constructing a mixed development comprising of a multi-purpose commercial and residential apartment blocks in the Schedule A Property in phases. The Purchaser/s is/are aware that the development in the adjoining buildings and/or will be continuous and progressive twenty four hours a day and seven days a week and even on holidays. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portions of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement. The Purchaser/s agree and acknowledge that the Developer has the right to make additions to or put up additional floors/structures in the buildings proposed to be constructed in the Project and/or in Schedule 'A' Property as may be permitted by the competent authorities and such additional structures may result in change in the proportionate interest in the common areas and facilities in the Schedule 'A' Property. Such additional construction may be on account of utilization of Transferable Development Rights (TDR) or otherwise.
- (f) The Purchaser/s agrees that he/they shall not object in whatsoever manner to the Developer undertaking any further construction activity/ies in relation to the Schedule A Property in the event of any additional floor area ratio being sanctioned to it in future to further construct on the Schedule A Property. The Purchaser/s shall not object to such utilization of additional FAR for construction of additional area in the residential blocks and the Purchaser/s undertakes that he/they shall not hinder or obstruct the progress of the construction of the Building or any part thereof in any manner

whatsoever and undertakes that he shall not raise any objection on whatsoever ground including but not limited to dust, noise, pollution, nuisance or annoyance that may be caused due to such construction nor will he hinder the use of specified Car Parking Areas/Garden area/Terraces Areas/Basement Area allotted specifically to the other purchaser/s in the event of such additional FAR being granted. The Vendors/Developer herein shall also be entitled to sell/transfer the development rights over the Schedule A Property to any other person or property or deal with it as may be permitted under any provisions of law subject to the Purchaser's rights under this Agreement and the Construction Agreement not being affected. The Developer, will not be required to pay any amounts to the Purchaser or any one claiming through the Purchaser. The Purchaser acknowledges that the Developer shall be entitled to acquire any additional land adjacent to the Schedule A Property if so required by the Developer. The Developer shall not be required to intimate or obtain any prior permission from the Purchaser prior to such acquisition. It is expressly made clear that the acquisition of such additional extent of land shall not in any way affect the undivided share of the land attributable to the Schedule A Property and the designs.

- (g) The Purchaser/s agrees that the Developer shall be entitled to retain/use/deal with the balance proportionate undivided share in the Schedule A Property (apart from the undivided shares conveyed in favour of the purchasers of the Project) in any manner it deems fit and the Purchaser shall not object to such retention or usage under any circumstances whatsoever.
- (h) The Developer reserves the right to retain/ remove/ plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins etc., in the Schedule 'A' Property, on which the Purchaser/s cannot question. The Purchasers/s has/have expressly given consent for variations and/or modifications as the Architect/Vendors/Developer may consider necessary from time to time during the course of construction. The Architect and the Developer are the final decision makers on these aspects and the Purchasers/s shall not interfere or question the design, costs, construction processes etc., implemented by the Developer.
- (i) It is hereby agreed and confirmed that, the Schedule A Property on which the apartments are to be developed, will be held by all the apartment purchasers as co-owners, each having a proportionate undivided share therein as per the terms and conditions mentioned herein and to be mentioned in the Sale Deed. The Purchaser/s shall not at any time hereafter, require demarcation of the Undivided Share in Land by metes and

bounds or seek partition or separate possession in respect of the same, but shall continue to retain the same as an undivided parcel of land.

- (j) It is clarified that the Developer shall have the sole authority to manage common areas and / or entrust the same to a maintenance company and shall not be obligated to obtain consent of the Purchaser prior to such appointment. The Developer reserves the right to allocate the common areas of residential and commercial development, proportionately to their respective shares. Neither residential nor commercial owners shall claim any entitlement to the common areas other than specified in their respective sale deeds.
- (k) Further it is clarified that the Developer shall reserve the exclusivity of establishing a site location within the Schedule Property for construction of Sewage Treatment Plant(STP), Power Back Up room and other infrastructure as deemed necessary by the Developer.
- (l) The Purchaser agrees that the project is of a mixed development comprising of multi-purpose commercial and residential apartment with two separate entry and exit drive ways exclusive for the commercial and residential usage. The Developer reserves the right to utilize the common areas for setting up certain infrastructure which shall be shared by the commercial and residential owners, in common. It is further clarified that the infrastructure dedicated for the usage by the residential owners shall be for the exclusive usage of the residential owners and the infrastructure dedicated for the usage by the commercial owners shall be for the exclusive usage of commercial owners. The commercial and residential owners shall bear the expenses towards maintenance of their respective dedicated infrastructure.
- (m) The Purchaser shall undertake to pay the Tax Deducted at Source ("TDS") calculated at the rate of 1% (and/or calculated at the rate prescribed by the applicable laws from time to time) on every instalment/sale consideration amount payable by the Purchaser to the Vendor as described in Annexure – 4, and shall provide certificate for such tax payment made to the tax authority within a period of seven days from the date of such payment failing which the Purchaser shall pay a penalty to the extent of 18% of the TDS amounts due at the time of registration of the sale deed. The Vendor shall not be responsible to pay the TDS amounts on behalf of the Purchaser nor shall be liable to respond to any tax related notices issued by the Department of Income Tax in relation to the payments related to the TDS.

4. The Purchaser/s agree/s that in case the Developer is unable to deliver the said Apartment and the Undivided Share in Land to the Purchaser/s for his/her/ its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any judicial or other authority or any suit or other proceeding initiated in respect of the Schedule A Property or the Project; or (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/ writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, governmental restrictions or so forth which are beyond the reasonable control of the Developer, or (e) any other circumstances beyond the control of the Developer or its officials, then the Developer may cancel the allotment of the said Apartment in which case the Developer shall only be obliged to refund the amounts received from the Purchaser/s, without any interest, after deducting any tax/duty or other statutory levy paid by the Vendors or any brokerage, commission or like charges incurred by the Developer on the allotment of the Apartment to the Purchaser/s.
5. In the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator appointed by the Parties shall be binding on the Parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have jurisdiction in this regard.
6. The Parties acknowledge that this Agreement (including the schedules hereunder and Annexure attached hereto) and the Construction Agreement contain the whole agreement between the Parties and the Parties have not relied upon any oral or written representation made.
7. In the event a part/portion of this Agreement and the Construction Agreement becomes void due to any law/rule for the time being in force, the said portion/part of the Agreement shall become ineffective and the remaining part of the Agreement shall be fully effective and acted upon by the Parties. The Purchaser/s agrees that on sale of the Undivided Share in Land, the Purchaser/s shall have no further claim whatsoever against Vendors/Developer.
8. All letters, receipts or notices issued by the Developer and dispatched under Certificate of Posting to the address given in this Agreement or e-mail provided by the Purchaser/s shall be sufficient proof of service thereof on the Purchaser/s and shall effectually discharge the Vendor

from the obligations to issue any further notice. The Purchaser/s shall duly intimate any change in the postal or email address of the Purchaser/s to the Vendors/Developer.

9. This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Vendors/Developer.
10. The Stamp Duty, Registration Fee at applicable rates on this Agreement and on the Sale Deed and legal/consultation charges, if any, and service tax or any other new taxes levied by the Government, shall be payable, by the Purchaser/s.
11. Apart from the sale consideration stated herein above, the Purchaser shall also be liable to pay all charges related to land as applicable from time to time. All the deposits, surcharges, levies, taxes etc. of whatsoever nature payable and due to the concerned Local Bodies/Government/s or any other authority/ies. Such deposits, surcharges, levies, taxes etc. shall be borne/paid by the Purchaser on a pro-rata basis proportionate to his share of the saleable area in the Building and the same is payable to the Vendors/Developer immediately without any delay whatsoever as and when demanded by the Vendors/Developer. In addition to the total cost of the apartment, the Purchaser agrees and undertakes to pay any other expenses and charges for the execution of Agreement or any other documents, legal charges, khata charges as may be required and demanded by the Vendors/Developer, and any other future taxes/rates/ imposts/ duties/ fees/ charges/ levies/ deposit/ cess/ any increase thereof (if any) including but not limited to "goods and services tax", etc. which may be imposed by the concerned Government/s or local authorities from time to time based on prevailing rates. The Purchaser agrees to pay the same as and when demanded by the Vendors/Developer as per the terms of this Agreement. Any delay in making the payment on its due dates beyond fifteen (15) days from the date of the demand letter sent to the Purchaser by the Vendors/Developer in that behalf will render the Purchaser liable to pay interest at the rate of twelve percent (12%) per annum, calculated from the date on which such amount became due, till the date of actual payment thereof.
12. The Purchaser understands that the taxes and other government levies are being charged to the Purchaser as per current policies and practices and may vary as per changes and variations in policies and practices from time to time as may be decided by the Developer. The Purchaser/s shall be also liable to pay for any upward revision in any statutory sums/taxes, as determined by the Government or on account of any further or additional or new taxes, levies or cesses including General Sales Tax or GST levied in respect of the Apartment and / or the Undivided Share in Land in particular or on the Project in general.

SCHEDULE A

(Description of the Schedule A Property)

All that piece and parcel of the property bearing New Survey No. 57/4, (Old Survey No. 57/2), measuring 2 (Two) Acres 23 (Twenty Three) Guntas, converted for residential purpose vide Official Memorandum bearing No. ALN/SR(SA)134/2001-02, dated 11/09/2001, situated at Devarabeesanahalli Village, Varthur Hobli, Bangalore East Taluk (previously called as Bangalore South Taluk), Bangalore District and bounded as follows:-

East by : Property bearing Survey No. 58,
West by : Property bearing Survey No. 57/ 1A & Retained portion,
North by : Outer Ring Road,
South by : Property bearing Survey No. 58.

along with rights of way, electricity, water, sanitary, telephone cable, sewage, easementary and all other rights; given hereunder.

SCHEDULE B
RIGHTS OF THE PURCHASER

The Purchaser shall have the following rights in respect of the Project :

- 1) The right to own and use the Apartment; provided that the Apartment shall be used solely for residential purpose only.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the passages and common areas for ingress and egress and use of other common amenities in common without causing any nuisance, hindering or encroaching upon the lawful rights of other apartment owners in the Project.
- 3) The right to subjacent lateral, vertical and horizontal support for the apartment unit from the other parts of the Building/s.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Building/s through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building/s or any part thereof.
- 5) Right of entry and passage for the Purchaser with/without workmen to other parts of the Building/s at all reasonable times after giving 24 hours written notice to enter into and upon other parts of the Building/s for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining or removing the

water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any minor/major damage caused.

SCHEDULE C
OBLIGATIONS OF THE PURCHASER

- 1) Not to raise any construction in the Project in addition to the construction put up by the Vendors/Developer.
- 2) The Purchaser shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as “VAJRAM ESTEVA” and shall not change the place of the board put by the Developer to display the name “VAJRAM ESTEVA” on the Building and/or shall not alter the names assigned to the Blocks therein.
- 3) The sale of the Undivided Share in Land to the Purchaser shall be to enable the Purchaser to own/purchase the Apartment under the overall development scheme propounded by the Vendors/Developer and the Purchaser shall not seek partition or division or separate possession in respect of the Undivided Share in Land under any circumstances. It is agreed and confirmed by the Purchaser that the Schedule A Property will be held by all the apartments’ owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed of Sale and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartments’ owners. Further, the Purchaser/s shall in no way object for construction of apartments by other purchasers of undivided shares in the Schedule `A' Property or in balance portions of Schedule `A' Property’ and shall not call in question the sale price that will be settled with the Purchasers of the other undivided shares in Schedule `A' Property and/or in balance portions of Schedule `A' Property.
- 4) To use the Apartment as a private residence and the car-parking space for parking light vehicles and not for any other purpose; The Purchaser shall ensure that the car parking areas are kept clean and tidy and that no motor accessories and / or consumables are stored in the car parking spaces. The Purchaser shall not encroach upon or use the car parking space allocated for use to any other apartment unit. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule `A' Property.
- 5) Not to use or permit the use of the apartment unit in a manner which would diminish the value or the utility of the Project.
- 6) Not to use the space left open after construction in the Schedule A Property in any manner which might cause hindrance/nuisance or obstruct the free movement of vehicles parked in the parking spaces.

- 7) Not to default in payment of any taxes or levies and common utility/maintenance expenses to be shared by the other apartment owners in the Schedule A Property.
- 8) Not to decorate the exterior part of the Project otherwise than in the manner agreed to by at least two thirds majority of the owners of apartment units in the project.
- 9) Not to make any arrangements for maintenance of the common amenities other than that as agreed to by two third majority of all unit owners in the Project.
- 10) The Purchaser shall has/have no objection whatsoever to the Vendors/Developer managing common areas for a period of one year and / or entrusting the same to a maintenance company and pending the same, the Vendors/Developer shall retain the management and the Purchaser hereby gives specific consent to this undertaking.
- 11) The Purchaser undertakes to become Member/s of the Apartment Owners' Association and agrees to observe, perform and comply with the terms and conditions and bye-laws and rules and regulations of the Apartment Owners' Association and pay the admission fee and other fees that may be required. The Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of the rules and regulations of the Apartment Owners' Association and hereby agrees that the Apartment Owners' Association shall be entitled to take such action as may be deemed fit for recovery of dues.
- 12) The Purchaser shall maintain the front elevation and the side and rear elevations of the Project in the same form as constructed by the Vendors/Developer and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Vendors/Developer or the Apartment Owners' Association, as the case may be.
- 13) The Purchaser shall, from the date of securing possession of the Apartment, maintain the same at his/her cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment unit and/or common passages, or the compound which may be against the rules and bye-laws of the municipal corporation or any other authority.
- 14) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the Project that:-
 - a) The unit number shall be put in standardized letters and colouring only at the entrance door of the particular apartment unit but at no other place in the building and the number/s shall not be altered.

- b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the apartment unit or on the outer wall or in the common areas in the project.
 - c) The Purchaser shall not alter the colour scheme of the exterior of the apartment unit though the Purchaser shall be entitled to select and carry out decoration/painting of the interior of the Apartment.
 - d) The Purchaser shall not do anything that may adversely affect the aesthetic appearance / beauty of the apartment complex "Vajram Esteva", nor do anything in the Project that is likely to cause any nuisance or obstruction or hindrance to the owners of other apartment units.
- 15) Since the Purchaser is to own the undivided interest in the Schedule A Property, it is specifically agreed that the Purchaser shall be entitled in common with the purchasers/holders of the other apartment unit in the Project, to use and enjoy the common areas and facilities listed hereunder:
- a) Entrance and Common Passages;
 - b) Pumps;
 - c) Generators;
 - d) Transformer;
 - e) Club House;
 - f) Such other amenity or facility as may be provided by the Developer or subsequently installed by the owners' association for the common use, enjoyment and benefit of the Project.
- 16) The Purchaser shall not put up any additional construction in or abutting the apartment unit in addition to that handed over by the Developer and shall not enclose balconies, car parking slots, garden/landscaped areas or the terrace areas exclusively allocated to particular apartment units. The Purchaser shall also not effect any construction, temporary or permanent, in the exclusive garden area or terrace area allocated to apartment units. The right to use the entire Terrace shall exclusively vest with the Developer. However private terraces if any attached to any apartment/s will vest with purchasers of such apartments and purchasers of other apartments shall not have right either of ownership or use of such private terraces. The building will be provided with Common Garden Area and in addition thereto Private Garden Area for the apartments in the Ground Floor abutting to such Private Garden Area and the purchaser of such Apartments will be conferred with only a right of enjoyment of such Private Garden Areas on additional costs that will be fixed by the Developer. Other than the purchasers of Apartments who have been allotted with the Private Garden Area, no other person shall have any right therein and shall have no right to question the Developer

conferring such additional rights on the said purchasers of such Apartments.

- 17) The Purchaser accepts and acknowledges that apartment unit abutting or coming within the vicinity of any common amenity or facility such as the transformer, sump tank, over-head tank, septic tank, generator or other equipment shall be subject to a certain degree of obstruction peculiar to such facility or amenity. The Purchaser recognizes this fact and undertakes not to raise any claim or other action against the Developer in this regard. The Purchaser agrees and undertakes to allow access to the Developer or the Apartment Owner's Association, as the case may be, or any other entity undertaking maintenance or repair works to the said utilities and agrees not to obstruct or do any act that is likely to jeopardise the value or utility of such equipment, and agrees to make good the damage in case such equipment is damaged due to any act of the Purchaser.
- 18) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartment units and common areas in the Project and Purchaser specifically shall not:-
 - i. Close passages and other common areas;
 - ii. Make any alterations in the elevation or both faces of external doors and windows of the apartment unit/parking space which differs from the colour scheme of the Apartment;
 - iii. Make any structural alterations and/or any fresh openings inside the unit;
 - iv. Default in payment of any taxes or levies to be shared by the other co-owners of the Schedule A Property or common expenses for maintenance of the Building/s;
 - v. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
 - vi. Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous or combustible in nature;
 - vii. Use the common corridors, pathways and other common areas either for storage or for use by servants at any time;
 - viii. Bring inside or park in the common areas in the Project, any lorry or any heavy vehicles;
 - ix. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use;
 - x. Throw any rubbish or used articles in the common areas;
 - xi. Undertake any interior decoration work or additions, alterations inside the apartment unit involving structural changes without prior consent in writing of the Developer and of the municipal corporation;

- xii. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment owners in the Project;
 - xiii. Keep their pets inside the apartment unit and ensure that they do not create any nuisance or disturbance to occupants of the neighbouring apartment units and shall ensure that pets do not ease out in the common area or garden area;
 - xiv. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project;
- 19) The Purchaser shall maintain at Purchaser's cost the apartment unit and allotted Parking Space/Garden/landscaped Area/Terrace Area in good condition, state and order and shall abide by all the laws and regulations of the Government, any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms hereof.
- 20) The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other unit owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other unit owners the cost of maintaining and repairing all common amenities such as common accesses staircases, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the apartment unit owners in the Project.
- 21) The Purchaser shall permit the Apartment Owners' Association or their agents with or without workmen at all reasonable times to enter into and upon the apartment unit/Parking Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.
- 22) The Purchaser shall pay to the Apartment Owners' Association, from the date of delivery of possession of the apartment unit, such sums to defray the following expenses in proportion to the area of the apartment unit and any deficit to be made good proportionately.
- a) Expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the project, lifts, including the cost of AMC's for equipment;
 - b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges in the project;

- c) Costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d) Expenses for maintenance of the common areas, white washing and colour washing of common areas, external areas and the compound wall;
- e) Expenses incurred in the maintenance of landscape, pots and other plants in the common areas in the project;
- f) Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;
- g) Expenses relating to the Clubhouse as may be decided, in its sole discretion, by the Apartment Owners' Association; and
- h) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the project in general.

IN WITNESS WHEREOF the parties herein have executed this Agreement in the presence of the following witnesses on the day, month and year first mentioned above.

VENDORS

1) Mrs. KAMALAMMA,

2) Mr.JEEVAN PRAKASH,

2a) Mr.RUTHVIK,

3) Mr.GAJENDRA BABU,

3a) Ms. GHANAVI,

3b) Master LEHANTH,

Nos. 3a) and 3b) are minors and they are represented by their father and natural guardian No.3, **Sri. GAJENDRA BABU,**

4) Mr.LAKSHMI PRASANNA,

4a) Master RANJITH RASANNA,

4b) Ms.JANANI,

Nos. 4a) and 4b) are minors and they are represented by their father and natural guardian No. 4, **Sri. LAKSHMI PRASANNA,**

All represented by their duly constituted attorney Vajram Holdings Private Limited through its Managing Director Mr. Vajram Pavan Kumar

DEVELOPER

Name : Vajram Estates Private Limited through its Managing Director Mr. Vajram Pavan Kumar

PURCHASER

Name :

WITNESSES

1)

2)

Name & Address :

Name & Address :

ANNEXURE - 1

For

AGREEMENT OF SALE

1.	Date of Agreement	:	
2.	(a) Name:	:	
	E-mail	:	
	PAN	:	
	Address	:	
3.	Apartment Unit No	:	
4.	Super built up area	:	
5.	Carpet Area	:	
6.	Undivided Share in Schedule A Property	:	
7.	No. of car parking bays / Car park Nos.	:	

8.	Total sale consideration	:	Rs.____/-
9.	Advance sale consideration details	:	Rs.____/-

*The extent of undivided right, title and interest in the Schedule A Property is subject to actual measurement after completion of the Project and shall be subject to any relinquishment of land in favour of the appropriate statutory authority in accordance with law, subject to reservation of land for any particular purpose as mandated by the appropriate authority and subject to the actual extent of land available in the Schedule A Property.

ANNEXURE – 2

Particulars	Percentage	Amount in Rupees
On Signing Agreement	10%	
Builder Will Pay Interest For Two Years (If Any Demand Is Raised)	75%	
On Completion Of Structure	10%	
On Possession / Hand Over	5%	
Total	100%	

NOTE:

- **The Above Price is inclusive of Taxes subject to the tax amount payable by the Vendor as per Clause 2**
- Registration & Stamp Duty charges as per actuals to be paid at the time of Registration
- Maintenance Charges for One year @ Rs.4/- Per SFT to be paid at the time of Possession
- Corpus Fund Rs. 25 Per SFT to be paid at the time of Possession
- Legal Expense Of Rs. 40,000/- to be paid at the time of Possession

ANNEXURE -3

Payment Schedule as per the Subvention Scheme

Particulars	Percentage	Amount
On Signing Sale Agreement	10%	
On Completion Of Foundation	20%	
On Completion Of Upper Basement Slab	10%	
On Completion Of 4th Floor	10%	
On Completion Of 5th Floor	5%	
On Completion Of 6th Floor	5%	
On Completion Of 7th Floor	5%	
On Completion Of 8th Floor	5%	
On Completion Of 9th Floor	5%	
On Completion Of 10th Floor	5%	

On Completion Of 12th Floor	5%	
On Flooring Completion	5%	
On Possession	10%	
Total	100%	

ANNEXURE 4
TDS schedule

Particulars	TDS	Amount to be paid to the builder
On Signing Sale Agreement		
On Completion Of Foundation		
On Completion Of Upper Basement Slab		
On Completion Of 4th Floor		
On Completion Of 5th Floor		
On Completion Of 6th Floor		
On Completion Of 7th Floor		
On Completion Of 8th Floor		
On Completion Of 9th Floor		
On Completion Of 10th Floor		
On Completion Of 12th Floor		
On Flooring Completion		
On Possession		
Total		

ANNEXURE – 5
For
AGREEMENT OF SALE
(SPECIFICATIONS)
ARCHITECTURAL/CIVIL SPECIFICATIONS

STRUCTURE

- Two Basements + Ground Floor + 2 Floors (Commercial space) +10 Upper Floors (Residential), RCC Frame structure compliance Seismic Zone II
- Walls - Eco friendly light weight bricks with smooth finish plastering.
- Superior Quality Steel reinforcement with high quality in house RMC.
- The structural design validation vetted by Bureau Varitas Civil Aid.

FOYER / FORMAL LIVING / FAMILY ROOM / DINING

- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Premium Emulsion paint for walls.

BEDROOMS

- Super Quality Laminated Wooden Flooring for Master Bedroom.
- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Premium Emulsion paint for walls

KITCHEN

- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Superior quality ceramic tile dadoing up to 2'-0" above counter level.
- Premium emulsion paint for walls
- Polished granite slabs (20 mm thick) shall be provided for the counter tops.

WET KITCHEN & STAFF ROOM

- Superior Quality Anti-skid-Ceramic/Verified Floor tiles for the wet kitchen and the Staff room.
- Premium emulsion paints for walls & ceiling.
- Ceramic tile dadoing up to 2'-0" above counter level for Wet Kitchen
- Polished granite slabs (20 mm thick) shall be provided for the counter tops.

TOI LETS

- Superior quality double charge Vitrified tiles, wall dadoing up to fall ceiling in Master Bed Room Toilet and Common Toilet.
- Superior quality ceramic tile wall dadoing up to false ceiling for Kids Toilet.
- Superior Quality Anti-skid-Ceramic Flooring.
- False ceiling with grid panels.
- Granite vanity counter in Master bed room and common toilet.
- Shower partition in master bed room.

SIT OUTS & TERRACE AREA

- Superior quality Anti-skid-Ceramic tile Flooring
- MS handrail with enamel panel paint as per design.

DOORS & WINDOWS

- Main Door & Internal Door - Hard wood door frame with BST Shutter and Architrave furnished with PU Polish.
- Toilet Door- Hard wood door frame with one side Teak shutter furnished with polish and other side laminate.
- Superior quality ironmongery and fittings for all doors.
- Balcony sliding door- 3 track UPVC sliding for living & others with 2.5 track UPVC sliding.
- Windows - 2.5 track UPVC sliding with mosquito mesh.

ELECTRICAL

- BESCOM power supply: 5 kw for Flats.
- Generator power back up for all lighting Points, TV Units, Refrigerator and 100% power back up for common facilities.
- Superior quality modular switches from reputed brands.
- Television & Telephone points in living and all bedrooms.
- Intercom facility from security cabin to each Flat.
- Split A/C provision in Living Room and all Bed Rooms
- Provision for Exhaust fans in kitchen and toilets.

PLUMBING & SANITARY

- CP fittings and Sanitary wares from reputed brands in all Toilets.
- Stainless steel single bowl sink with drain board in Kitchen.
- Water Supply and Drainage pipes from reputed brands.

COMMON AREAS

- Granite / vitrified flooring.
- Premium emulsion paint for walls
- MS handrail as per design.

LIFTS

- Total No. of 2 lifts of Reputed Brand for each block.
- Capacity — 1 No. of 10- passengers and 1 No. of 15-passengers.

LANDSCAPE

- Designer landscaping with water bodies, paved drive ways & lightings etc as per the approved design

CONSTRUCTION AGREEMENT

THIS **AGREEMENT** (Construction Agreement) entered into on the date specified in **Annexure -1** hereunder: HAS BEEN ENTERED AND EXECUTED
ON __TH JULY 2016.

BETWEEN

M/s. VAJRAM HOLDINGS PRIVATE LIMITED, Having its office at Survey No.57/4 Devarabeesinahalli Village Varthur Hobli, Bangalore – 560103, Represented by its Director, **Mr.VAJRAM PAVAN KUMAR**, hereinafter called the "**DEVELOPER**" (which expression shall, wherever the context so requires, be deemed to mean and include its administrators, executors and assigns) of the **ONE PART**;

AND

The person(s)/entity specified as the purchaser/s in **Annexure - 1** hereunder, hereinafter called the "**PURCHASER/s**" (which expression shall, unless the context otherwise admits, mean and include, in the case of a person, his/her heirs and legal representatives, in the case of a partnership firm, its partners for the time being, their respective heirs, executors and administrators and in the case of any other entity, its designated representatives, administrators, successors and permitted assigns; of the **OTHER PART**.

The Developer and the Purchaser/s are hereinafter individually referred to as the Party and collectively as Parties, as the case may be.

WHEREAS:

- S. The Developer represents to the Purchaser that Mrs. Kamalamma, Mr.Jeevan Prakash, Mr.Ruthvik, Mr.Gajendra Babu, Ms. Ghanavi and Master Lehanth represented by their father and natural guardian Mr. Gajendra Babu, Mr.Lakshmi Prasanna, Master Ranjith Prasanna and Ms.Janani, represented by their father and natural guardian Mr. Lakshmi Prasanna (hereinafter referred to as the "**Land Owners**") are the sole and absolute owners in right, title and interest and is in possession and enjoyment of property measuring 2 (Two) Acres 23 (Twenty Three) Guntas of land, converted for residential purpose, situated at Devarabeesanahalli Village, Varthur Hobli, Bangalore East Taluk, moreparticularly described in Schedule A hereunder (hereinafter collectively referred to as the "**SCHEDULE A PROPERTY**");
- T. The Vendors and the Developer have envisaged a scheme for the development of the Schedule A Property by the construction thereon of a multistoried commercial and residential apartment complex in the name and Style "**VAJRAM ESTEVA**" (referred to herein as 'the **Project**') comprising of several apartment units of various dimensions with necessary internal and external services, access roads,

driveways, walkways, clubhouse and other common area amenities and facilities;

- U. The Developer has secured sanction of building plan vide Sanction Plan dated 01/12/2015, bearing No. BBMP/Addl.dir/JDNORTH/LP No.0499/2014-15 issued by Bruhat Bangalore Mahanagara Palike for the construction of the Project;
- V. Under the scheme of development of the Project, the Developer will construct and deliver to prospective purchasers, an apartment unit in the Project and the prospective purchasers also acquire ownership of proportionate undivided share of the Schedule A Property from the Developer, subject to the rights, covenants and obligations, appended hereto, which is required to be observed and performed by the latter;
- W. The Purchaser/s above named being interested in owning an apartment unit as described in Annexure – 1 (hereinafter referred to as the **“Apartment”**) to be constructed in **VAJRAM ESTEVA** has/have approached the Developer and have unconditionally agreed to join in the scheme of development propounded by the Developer.
- X. The Purchaser/s has/have entered into an agreement of even date (hereinafter referred to as the ‘Agreement of Sale’) with the Developer under which the Purchaser/s has/have agreed to purchase an undivided share, right, title and interest in the Schedule A Property proportionate to the super built up area of the Apartment and the corresponding carpet area, as described in Annexure – 1, which is subject to variation depending on the outcome of the writ petition pending before the High Court of Karnataka in relation to the relinquishment of a portion of Schedule A Property for the purpose of parks and open spaces (hereinafter referred to as the **“Undivided Share in Land”**);
- Y. The super built-up area of the said Apartment includes the area under the periphery walls, areas under the columns and walls within the Apartment cupboards, plumbing shafts adjoining the said Apartment, balconies and portions of the terrace meant for common utility and services including the proportionate share of the areas to be utilized for other common use and facilities including the area of staircases, circulation areas, halls, lifts, shafts, passages, corridors, lobbies, refuge areas, sites, service rooms, (electrical & pump), lift lobby, lift core, lift machine room etc as per CREDAI Bengaluru guidelines of super built up area and not limited to these guidelines. The Parties hereby agree that the exact measurement of the Apartment shall be subject to actual measurement (Super Built-up area) and the corresponding carpet area after the completion of the Project and the Undivided Share in Land shall be subject to any relinquishment of land forming a part of the Schedule A Property in favour of the appropriate statutory authority in accordance with law,

subject to reservation of land for any particular purpose as mandated by the appropriate authority and subject to the actual extent of land available in the Schedule A Property.

- Z. The Developer has issued an Allotment Letter to the Purchaser/s setting out the commercial understanding between the Developer and the Purchaser/s and the Purchaser/s has accepted the terms of allotment stipulated in the Allotment Letter;
- AA. WHEREAS in accordance with the said scheme, the Purchaser has/have now approached the Developer and requested them to construct the Apartment and the Developer has agreed to do so, subject to the terms and conditions of this Agreement.

NOW THIS CONSTRUCTION AGREEMENT WITNESSES AS FOLLOWS:

- i. AGREEMENT AND CONSIDERATION
- a) That in pursuance of the foregoing and subject to the covenants and obligations undertaken by the Purchaser including payment of a total consideration stipulated in Annexure – 1 which shall be paid as stipulated herein, the Developer agrees to construct and deliver to Purchaser, the Apartment on the following terms and conditions.
- b) The Purchaser has paid a booking advance cum advance sale consideration as specified in Annexure – 1, receipt of which the Developer hereby accepts and acknowledges. In the event of a levy of any bank collection charges, the same shall be payable by the Purchaser/s and credit for the payment made will be given on actual credit of the amount in the Developer's account. The date of credit of the amount into the bank account of the Developer will be considered as the date of payment by the Purchaser/s.
- c) The Purchaser shall pay the balance sale consideration in accordance with the payment schedule specified in Annexure – 2 hereunder for which a demand note shall be raised by the Developer and intimated to the email address provided by the Purchaser/s under Annexure – 1 hereunder. The Purchaser/s shall make payment of each instalment within a period of Fifteen (15) days from the date the Developer has sent the email to the Purchaser/s as above. The Purchaser/s, Developer and HDFC have agreed to enter into a Tripartite Agreement wherein the Developer shall undertake to pay the interest on the loan amount for a period of 24 months from the date of first disbursement, as specified in Annexure 3. It is expressly stated that the Developer has no liability with relation to the Loan, other than making the aforesaid interest payment to HDFC for a period of 24 months.

- d) Any default in payment of the balance sale consideration will affect the scheme of development of the Project and as such, the Purchaser agrees that time set out in Annexure – 2 for payment of the balance sale consideration is the essence of the contract. The total consideration for construction of the Apartment shall mean the agreed cost of construction payable in respect of the net super built up area and the corresponding carpet area of the Apartment and excludes such costs and deposits as are specifically mentioned herein to be payable separately by the Purchaser/s.
- e) The Developer reserves the right to modify the specifications of the Apartment as set out in Annexure – 5 herein, with equivalent or alternate materials and/or specifications, for which the Purchaser gives his irrevocable consent.
- f) The Purchaser does hereby authorize the Developer at its discretion to amend the approved plans in case such amendment is necessitated due to peculiar site requirement/market conditions or for whatsoever reason as deemed fit by the Developer with or without materially affecting the floor plan of the apartment at the sole discretion of the Developer.
- g) For the feasibility of the Project, the Developer shall be entitled to make appropriate changes in the layout plans, driveways/pathways, specifications, entrances etc., including positioning of the gates, transformer, generator/electrical room, water storage, pump house etc. and variations in the range of (+) or (-) 5% in the saleable area of the Apartment, and such changes, if any, shall not be considered as a variation or deviation from the Specifications set out in the Annexure – 3 herein.
- h) The Purchaser has been apprised that the built up area of the Apartment will be ascertained only upon completion of construction of the building in which the Apartment is situated (the "**Building**") is completed which shall be prior to execution and registration of the Sale Deed. Accordingly, the Purchaser agrees that the statement of the Project architect shall be final and binding on both the Parties hereto. The Purchaser agrees and acknowledges that the Developer has right to make the additions or alterations as permitted by the competent authority and such additional changes may result in increase or decrease in the super built-up area of the apartment and the corresponding carpet area as specified in Annexure - I. The Purchaser further undertakes to pay additional charges towards any excess area over and above the area of Apartment specified in Annexure – 1, together with applicable taxes at the rate of Rs.3,350/- (Rupees Three Thousand Three Hundred and Fifty Only) per square feet. The Developer undertakes to deduct the consideration if there is any decrease in the super built up area and the corresponding carpet

area as specified in Annexure – 1 at the rate of Rs.3,350/- (Rupees Three Thousand Three Hundred and Fifty Only) square feet of the super built up area. Such payment shall be computed by the Purchaser/s Developer prior to execution of sale deed and simultaneous hand over of possession of the apartment. The Parties agree and acknowledge that the certified area statement provided by the Project architect as to the net super built-up area and the corresponding carpet area of the Apartment after completion of the Project shall be binding on the Parties.

- i) The Developer will be developing the residential and commercial apartment blocks in the Schedule A Property in phases. The Purchaser/s is/are aware that the development in the adjoining buildings and/or will be continuous and progressive twenty four hours a day and seven days a week and even on holidays. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portions of the Schedule A Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement. The Purchaser/s agree and acknowledge that the Developer has the right to make additions to or put up additional floors/structures in the buildings proposed to be constructed in the Project and/or in Schedule A Property as may be permitted by the competent authorities and such additional structures may result in change in the proportionate interest in the common areas and facilities in the Schedule A Property. Such additional construction may be on account of utilization of Transferable Development Rights (TDR) or otherwise.
- j) The Purchaser/s agrees that he/they shall not object in whatsoever manner to the Developer undertaking any further construction activity/ies in relation to the Schedule A Property in the event of any additional floor area ratio being sanctioned to it in future to further construct on the Schedule A Property. The Purchaser/s shall not object to such utilization of additional FAR for construction of additional area in the residential blocks and the Purchaser/s undertakes that he/they shall not hinder or obstruct the progress of the construction of the Building or any part thereof in any manner whatsoever and undertakes that he shall not raise any objection on whatsoever ground including but not limited to dust, noise, pollution, nuisance or annoyance that may be caused due to such construction nor will he hinder the use of specified Car Parking Areas/Garden area/Terraces Areas/Basement Area allotted specifically to the other purchaser/s in the event of such additional FAR being granted. The Developer herein shall also be entitled to sell/transfer the development rights over the Schedule A Property to any other person or property or deal with it as may be permitted under any provisions of law subject to the Purchaser's rights under this Agreement and the Construction Agreement not being affected. The Developer, will not be required to pay any amounts to the Purchaser or any one claiming through the Purchaser. The Purchaser acknowledges that the

Developer shall be entitled to acquire any additional land adjacent to the Schedule A Property if so required by the Developer. The Developer shall not be required to intimate or obtain any prior permission from the Purchaser prior to such acquisition. It is expressly made clear that the acquisition of such additional extent of land shall not in any way affect the undivided share of the land attributable to the Schedule A Property.

- k) In the event of a delay or default by the Purchaser/s in payment of any of the instalments specified in Annexure – 2, the Purchaser/s shall be liable to pay interest on the outstanding instalment at the rate of 1% per month or part thereof until complete payment of the said instalment. In the event the Purchaser fails to make payment of the outstanding amount together with interest thereon for a period of Forty Five days from the due date, the same shall be construed as a breach of contract by the Purchaser and this Agreement and the Construction Agreement shall stand terminated without any further intimation by the Developer. Upon such termination, the Developer shall forfeit a sum equivalent to 10% of the total sale consideration stipulated in this Agreement and the Construction Agreement as liquidated damages.
- l) In the event of termination of this Agreement as specified in the preceding Clause, the Developer shall deduct such sums as may have been paid by the Developer to third parties, such as VAT, Service Tax, agency commission or any other amount paid to the Government or Statutory Authorities, and loss of profit incurred on account of resale of the Apartment, if any, from the total consideration paid by the Purchaser/s under this Agreement and the Construction Agreement and refund the balance, if any, after deduction of the liquidated damages stipulated in the preceding clause, to the Purchaser/s, without any interest, subsequent to the Developer entering into an agreement in respect of the Undivided Share in Land in favour of a third party purchaser.
- m) The Purchaser/s, if a non-resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made thereunder or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s under

the Income Tax Act, 1961 or under any other taxing/fiscal statute, subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Developer immediately and comply with applicable law. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Purchasers and such third party shall not have any right in this application/ allotment of the Apartment in any way and the Developer shall issue the payment receipts in favour of the Purchaser/s only.

- n) Notwithstanding anything to the contrary contained in this Agreement, prior to demanding delivery of the Apartment, the Purchaser/s shall have made all payments due under this Agreement and under the Agreement for Sale.
- ii. The Purchaser/s shall also be liable to pay along with the last instalment stipulated in Annexure – 2, the following charges at rates agreed to in the Allotment Letter:
 - a. The deposits and consultancy and other charges required to be incurred for procurement of electrical service connections from BESCOM and water and sewage connections from BWSSB, together with any other charges or additional charges payable to BESCOM or BWSSB or BDA, BBMP or other Government or statutory authority and taxes/levies payable to Central / State Government, or other levies with regard to the construction of the Apartment and for development of the Schedule Property in proportion to the saleable area of the Apartment and proportionate cost of transformers, LT Lines, and other equipment / accessories required to be installed by BESCOM, BWSSB, KSPCB or any other authorities;
 - b. Maintenance charges, whether or not the Purchaser/s has/ve taken possession of the Apartment.
 - c. VAT, service tax and any other applicable tax payable on the transaction contemplated hereunder as may be notified by the Developer and any revisions thereto at applicable rates from time to time;
 - d. Clubhouse charges, service charges towards centralized gas pipe, service charges towards Generator, Legal Fee and such other charges, at actuals, to be paid.
- iii. The Purchaser understands that the taxes and other government levies are being charged to the Purchaser as per current policies and practices and may vary as per changes and variations in policies and practices from time to time as may be decided by the Developer. The Purchaser/s shall be also liable to pay for any upward revision in any

statutory sums/taxes, as determined by the Government or on account of any further or additional or new taxes, levies or cesses including General Sales Tax or GST levied in respect of the Apartment and / or the Undivided Share in Land in particular or on the Project in general.

- iv. The Purchaser/s shall pay to the Developer, a sum calculated at the rate of Rs.4/- (Rupees Four only) per square feet on the Super Built-up Area for First One Year as advance maintenance charges from the date of intimation of readiness for occupation of the Apartment for which a notice is received by the Purchaser from the Developer, whether or not the Purchaser has taken possession of the same. The said advance maintenance charges shall be utilized by the Developer towards maintenance of the common areas in the Project for a period of Twelve months from the date the project architect certifies completion of the project. The Purchaser/s shall also be required to pay any Service Tax on the aforesaid advance maintenance charges collected by the Developer. The said maintenance charges are levied on an actual basis and any shortfall shall be made good by the Purchaser/s at the end of the one year term.
- v. The Purchaser shall undertake to pay the Tax Deducted at Source ("TDS") calculated at the rate of 1% (and/or calculated at the rate prescribed by the applicable laws from time to time) on every instalment/sale consideration amount payable by the Purchaser to the Developer as described in Annexure – 3, and shall provide certificate for such tax payment made to the tax authority within a period of seven days from the date of such payment failing which the Purchaser shall pay a penalty to the extent of 18% of the TDS amounts due at the time of registration of the sale deed. The Developer shall not be responsible to pay the TDS amounts on behalf of the Purchaser nor shall be liable to respond to any tax related notices issued by the Department of Income Tax in relation to the payments related to the TDS.
- vi. The Purchaser/s shall pay to the Developer, a sum calculated at the rate of Rs. 25/- (Rupees Twenty Five only) per square feet of super built up area of the Apartment towards 'Corpus Fund'. The said Corpus Fund shall be utilized by the Developer/Apartment Owners' Association towards any capital expenditure to be incurred in the Project. The Developer shall, after expiry of a period of One year from the date of intimation of readiness for occupation, handover the balance amounts remaining in the Corpus Fund to the Apartment Owners' Association, if formed.
- vii. The Developer shall have the right to engage contractors and other persons to develop the Project.

- viii. The Developer shall be entitled to sell the remaining apartment units in the Project at such sale consideration and on such terms as may be decided by the Developer in its sole discretion.
- ix. The Project shall be constructed by the Developer as per the plans/designs prepared by them and sanctioned by the Bangalore Development Authority. The Developer shall be entitled to make such variations or modifications in the plans/designs/specifications, as may be required by them or such change or otherwise deemed necessary or advisable by the Developer. The Developer shall also be entitled to vary the specifications specified in Annexure – 5 by substituting items of equivalent quality.
- x. The Developer shall, under normal circumstances, complete construction of the project “VAJRAM ESTEVA” on or before the completion of Forty Two(42) months from the date of this Construction Agreement. Further, the Developer shall be entitled to a penalty-free grace period of six months for completion of construction of the project. The date of completion of construction of the Project shall be the date on which the Project Architect certifies that the construction has been completed in accordance with the building plans sanctioned by the Bruhat Bangalore Mahanagara Palike shall not include the obligation of obtaining the occupancy certificate in respect of the building. The Developer shall however, apply for the occupancy certificate and obtain the same in due course.
- xi. The Developer shall apply for and make every reasonable effort to obtain electrical, water and sanitary connections prior to the project completion date. However, as these services are related to various Government departments in respect of which the Developer does not have any control, no responsibility or liability will be accepted by the Developer for delays in obtaining such connections and related clearances, certificates, etc., and the Purchaser/s shall not be entitled to claim any damages in respect of the same under any circumstances.
- xii. On completion of construction of the project as specified in Clause 9 above and subject to receipt of all sums by the Developer, the Developer shall call upon the Purchaser/s to take delivery of the Apartment by giving 7 days prior notice. From the 8th day the Purchaser shall be deemed to have taken delivery of the Apartment whether or not the Purchaser/s have taken physical possession, and shall be liable to pay for electricity, water, property tax, maintenance charges and other dues in respect of the Apartment. The Purchaser shall abide by all the Bye-Laws, Rules and regulations prescribed and modified from time to time, by the Developer, apartment owners’ association and the Government, City Municipal Council or any other authority in regard to the ownership or enjoyment of Apartment from the 8th day of receiving such notice from the Developer.

- xiii. The Developer and / or the Owners shall not be responsible for delay in completion of construction and shall be entitled to reasonable extension of time in the following cases:
- a. The Purchaser having committed any default in payment of the balance sale consideration and/or any other amount payable by the Purchaser under this Construction Agreement and the Agreement of Sale.
 - b. Any extra work/additions/alterations required to be carried out in the Apartment as per the requirement and at the cost of the Purchaser/s.
 - c. Non availability of sand, steel, cement or any other building materials, water or electric supply, etc., for any reason beyond the control of the Developer.
 - d. Any strikes including transport/labour strikes and other reasons which are beyond the control of the Developer.
 - e. War, civil commotion or any other act of God or other event of Force Majeure.
 - f. Any notice, order, restriction, court notice or injunction, pending suit or other proceedings, controls or notification of the Government and/or any competent authority.
 - g. Due to any changes in the local Laws restricting the number of the working hours affecting the completion of the Project.
- xiv. In the event of delay in handing over possession of the Apartment beyond the time mentioned in Clause 8 and apart from the reasons mentioned in Clauses 9 and 11 herein, the Developer shall pay a compensation of Rs.4/-(Rupees Four only) per square foot of super built up area of the Apartment per month from the date agreed for delivery/handing over of possession, till the actual date of announcement of possession, subject to there being no delay or defaults in paying all instalments as per Annexure – 2 of this Construction Agreement, throughout the tenure of this Agreement. However, for calculating the compensation, the number of days delayed as per Clauses 9 and 11 shall be deducted and compensation shall be paid for the actual number of delayed days. The Developer shall allocate the number and location of car parking spaces that will be attached to the Apartment and shall intimate the Purchaser/s of the same at the time of handing over possession of the Apartment. The specified car parking area allotted to the Purchaser/s shall be for the exclusive use of the Purchaser/s. The Purchaser/s shall strictly follow such rules and regulations as may be prescribed by the Developer or the Apartment Owners' Association as regards the use of such allotted car parks.

- xv. The Purchaser shall have no objection for the Developer to carry out work on the other part of the project, common areas and other unfinished units after delivery of possession of the Apartment.
- xvi. Subject to prior notice, the Purchaser shall be entitled to inspect the construction of the Apartment on completion of all the civil works in the Project. The Purchaser shall not be entitled to engage any staff or contractors or workers of the Developer without the prior written consent of the Developer. The Developer shall not be obliged to accord such consent.
- xvii. In the event of termination/cancellation of this Agreement by the Purchaser/s, the Purchaser/s shall make a written request for cancellation along with his/her/their no-objection for re-sale of the Apartment and Undivided Share in Land, which is morefully described in Annexure – 1 to the Agreement of Sale with the Owners thereof by the Developer to third parties. It is explicitly made clear that the Developer may accept or reject the cancellation, at its sole discretion without being obligated to accept the cancellation, as this contract is exclusive in nature. Upon such acceptance of the cancellation by the Developer, the Developer shall be entitled to the following deductions:
 - a) A sum equivalent to 10% of the total sale consideration stipulated in this Construction Agreement and in the Agreement of Sale;
 - b) Any tax/duty or other statutory levy already paid by the Developer, if any, such as VAT, Service Tax, agency commission, or any other amount paid to the Government or Statutory Authorities;
 - c) Any brokerage, commission or like charges incurred by the Developer on the allotment of the Apartment to the Purchaser/s;
 - d) Loss of profit incurred on account of resale of the Apartment, if any.

After adjusting/deducting the above out of the amounts received from the proceeds of the re-sale of the Apartment, the Developer shall refund the balance amount to the Purchaser, without any interest, within four weeks, from the receipt of the sale consideration from the re-sale of the Apartment in favour of a third party purchaser.

- xviii. The Purchaser/s acknowledges and agrees that the Developer and the Purchaser have executed this Agreement on the consideration that the Purchaser has also this day executed an Agreement of Sale for the purchase of Undivided Share in Land, which is more fully described in Annexure – 1 to the Agreement of Sale with the Owners thereof, to be

read together and co-terminus with this Agreement and termination of either of the Agreements will lead to the automatic termination of the other with the consequences provided therein. In view of the scheme formulated, the Purchaser shall have no right to terminate this Agreement without forfeiting his / her / their / its rights under the Agreement of Sale.

- xix. The Purchaser, upon taking possession of the Apartment shall have no claim against the Developer in respect of any alleged defect in work in the Apartment. In case of there being any warranty offered by any manufacturers /suppliers the same shall accrue to the benefit of the Purchaser. Further, the Developer shall cure any construction defect in the Apartment which is brought to their notice within a period of Twelve months from such completion, which however shall not include the replacement of any marble / natural material / tiles or wooden flooring or items in the Apartment with cracks etc., or air cracks in the painting or colour variation. Further, the Purchaser accepts that there may be cracks in natural stone like marble etc., on being laid and the same shall not be replaced by the Developer.
- xx. It is specifically agreed between the Parties that the Purchaser shall not encumber the Apartment or Undivided Share in Land in any manner prior to conveyance of the said Undivided Share in Land, except for availing housing loan from banks, for payment of the cost of construction under this Agreement and/or the sale consideration under the Agreement of Sale.
- xxi. It is agreed between the parties that the Developer has decided to name the multi-storied apartment complex as “**VAJRAM ESTEVA**” and further the Developer has authority to determine the individual numbering for each apartment unit and erect or affix the Developer’s name board at suitable places as decided by the Developer in the project and at the entrance thereof. The Purchaser or its successors are not entitled to change the aforesaid name and/or remove or alter Developer’s name board in any circumstances.
- xxii. All letters, receipts or notices issued by the Developer and dispatched under Certificate of Posting to the address given in this Construction Agreement or e-mail provided by the Purchaser/s shall be sufficient proof of service thereof on the Purchaser/s and shall effectually discharge the Developer from the obligations to issue any further notice. The Purchaser/s shall duly intimate any change in the postal or email address of the Purchasers to the Developer.
- xxiii. The Purchaser/s shall not be entitled to transfer/assign his/her/its rights under this Construction Agreement or the Agreement of Sale in favour of any third party without the previous consent of the Developer in writing. It is clarified that the Developer shall not be obliged to accord its consent to any such assignment as this Agreement and the Agreement of Sale are personal in nature. Any

such assignment shall be permissible on a condition that the Purchaser/s shall make payment to the Developer of a sum equivalent to 4% of the consideration agreed to be paid by the assignee/transferee including the money payable by the assignee/transferee to the Purchaser/s over and above the sale consideration stipulated under this Agreement and the Agreement of Sale. In the event such assignee/transferee is identified by the Developer, the Developer shall also be entitled to a commission calculated at the rate of 1% of the sale consideration agreed to be paid by the assignee/transferee.

- xxiv. The Parties agree that in case of any dispute arising in respect of this Agreement, the matter shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator appointed by the Parties shall be binding on the Parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have jurisdiction in this regard.
- xxv. The Parties acknowledge that this Agreement and the Agreement of Sale contain the whole agreement between the Parties and the Parties have not relied upon any oral or written representation made.
- xxvi. The Purchaser consents for the Developer to execute and cause to be registered a Deed of Declaration under the provisions of the Karnataka Apartment Ownership Act, 1972, contributing the land, building, amenities, common areas and facilities for common ownership and maintenance as provided under the said Act.
- xxvii. This Agreement and the Agreement of Sale shall together be binding on the Parties and shall supersede all discussions, brochures, advertisements, writings etc., and the Developer, its staff, agents or representatives shall not be deemed to have undertaken any responsibility or have agreed anything with the Purchaser/s orally or otherwise other than what is expressly written herein and there is no implied agreement or covenant on the part of the Developer other than what is expressly agreed herein and the Agreement of Sale. Both the Parties agree that all amendments to this Agreement shall be effective only if made in writing and signed by the Parties to this Agreement.
- xxviii. Any delay or indulgence on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be construed as a waiver of its right to take action against any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not, in any manner, prejudice the rights of the Developer.

SCHEDULE A

(Description of the Schedule A Property)

All that piece and parcel of the property bearing New Survey No. 57/4, (Old Survey No. 57/2), measuring 2 (Two) Acres 23 (Twenty Three) Guntas, converted for residential purpose vide Official Memorandum bearing No. ALN/SR(SA)134/2001-02, dated 11/09/2001, situated at Devarabeesanahalli Village, Varthur Hobli, Bangalore East Taluk (previously called as Bangalore South Taluk), Bangalore District and bounded as follows:-

East by : Property bearing Survey No. 58,
West by : Property bearing Survey No. 57/1A & Retained portion,
North by : Outer Ring Road,
South by : Property bearing Survey No. 58.

SCHEDULE B

RIGHTS OF THE PURCHASER

The Purchaser shall have the following rights in respect of the Project :

- 6) The right to own and use the Apartment; provided that the Apartment shall be used solely for residential purpose only.
- 7) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the passages and common areas for ingress and egress and use of other common amenities in common without causing any nuisance, hindering or encroaching upon the lawful rights of other apartment owners in the Project.
- 8) The right to subjacent lateral, vertical and horizontal support for the apartment unit from the other parts of the Building/s.
- 9) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Building/s through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building/s or any part thereof.
- 10) Right of entry and passage for the Purchaser with/without workmen to other parts of the Building/s at all reasonable times after giving 24 hours written notice to enter into and upon other parts of the Building/s for the purpose of repairs to or maintenance of the Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any minor/major damage caused.

SCHEDULE C

OBLIGATIONS OF THE PURCHASER

- 10) Not to raise any construction in the Project in addition to the construction put up by the Vendors/Developer.
- 11) The Purchaser shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as “VAJRAM ESTEVA” and shall not change the place of the board put by the Developer to display the name “VAJRAM ESTEVA” on the Building and/or shall not alter the names assigned to the Blocks therein.
- 12) The sale of the Undivided Share in Land to the Purchaser shall be to enable the Purchaser to own/purchase the Apartment under the overall development scheme propounded by the Vendors/Developer and the Purchaser shall not seek partition or division or separate possession in respect of the Undivided Share in Land under any circumstances. It is agreed and confirmed by the Purchaser that the Schedule A Property will be held by all the apartments’ owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed of Sale and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartments’ owners. Further, the Purchaser/s shall in no way object for construction of apartments by other purchasers of undivided shares in the Schedule `A' Property or in balance portions of Schedule `A' Property’ and shall not call in question the sale price that will be settled with the Purchasers of the other undivided shares in Schedule `A' Property and/or in balance portions of Schedule `A' Property.
- 13) To use the Apartment as a private residence and the car-parking space for parking light vehicles and not for any other purpose; The Purchaser shall ensure that the car parking areas are kept clean and tidy and that no motor accessories and / or consumables are stored in the car parking spaces. The Purchaser shall not encroach upon or use the car parking space allocated for use to any other apartment unit. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule `A' Property.
- 14) Not to use or permit the use of the apartment unit in a manner which would diminish the value or the utility of the Project.
- 15) Not to use the space left open after construction in the Schedule A Property in any manner which might cause hindrance/nuisance or obstruct the free movement of vehicles parked in the parking spaces.

- 16) Not to default in payment of any taxes or levies and common utility/maintenance expenses to be shared by the other apartment owners in the Schedule A Property.
- 17) Not to decorate the exterior part of the Project otherwise than in the manner agreed to by at least two thirds majority of the owners of apartment units in the project.
- 18) Not to make any arrangements for maintenance of the common amenities other than that as agreed to by two third majority of all unit owners in the Project.
- 23) The Purchaser shall has/have no objection whatsoever to the Vendors/Developer managing common areas for a period of one year and / or entrusting the same to a maintenance company and pending the same, the Vendors/Developer shall retain the management and the Purchaser hereby gives specific consent to this undertaking.
- 24) The Purchaser undertakes to become Member/s of the Apartment Owners' Association and agrees to observe, perform and comply with the terms and conditions and bye-laws and rules and regulations of the Apartment Owners' Association and pay the admission fee and other fees that may be required. The Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of the rules and regulations of the Apartment Owners' Association and hereby agrees that the Apartment Owners' Association shall be entitled to take such action as may be deemed fit for recovery of dues.
- 25) The Purchaser shall maintain the front elevation and the side and rear elevations of the Project in the same form as constructed by the Vendors/Developer and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Vendors/Developer or the Apartment Owners' Association, as the case may be.
- 26) The Purchaser shall, from the date of securing possession of the Apartment, maintain the same at his/her cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment unit and/or common passages, or the compound which may be against the rules and bye-laws of the municipal corporation or any other authority.
- 27) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the Project that:-
 - a) The unit number shall be put in standardized letters and colouring only at the entrance door of the particular apartment unit but at no other place in the building and the number/s shall not be altered.

- b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the apartment unit or on the outer wall or in the common areas in the project.
 - c) The Purchaser shall not alter the colour scheme of the exterior of the apartment unit though the Purchaser shall be entitled to select and carry out decoration/painting of the interior of the Apartment.
 - d) The Purchaser shall not do anything that may adversely affect the aesthetic appearance / beauty of the apartment complex "Vajram Esteva", nor do anything in the Project that is likely to cause any nuisance or obstruction or hindrance to the owners of other apartment units.
- 28) Since the Purchaser is to own the undivided interest in the Schedule A Property, it is specifically agreed that the Purchaser shall be entitled in common with the purchasers/holders of the other apartment unit in the Project, to use and enjoy the common areas and facilities listed hereunder:
- a) Entrance and Common Passages;
 - b) Pumps;
 - c) Generators;
 - d) Transformer;
 - e) Club House;
 - f) Such other amenity or facility as may be provided by the Developer or subsequently installed by the owners' association for the common use, enjoyment and benefit of the Project.
- 29) The Purchaser shall not put up any additional construction in or abutting the apartment unit in addition to that handed over by the Developer and shall not enclose balconies, car parking slots, garden/landscaped areas or the terrace areas exclusively allocated to particular apartment units. The Purchaser shall also not effect any construction, temporary or permanent, in the exclusive garden area or terrace area allocated to apartment units. The right to use the entire Terrace shall exclusively vest with the Developer. However private terraces if any attached to any apartment/s will vest with purchasers of such apartments and purchasers of other apartments shall not have right either of ownership or use of such private terraces. The building will be provided with Common Garden Area and in addition thereto Private Garden Area for the apartments in the Ground Floor abutting to such Private Garden Area and the purchaser of such Apartments will be conferred with only a right of enjoyment of such Private Garden Areas on additional costs that will be fixed by the Developer. Other than the purchasers of Apartments who have been allotted with the Private Garden Area, no other person shall have any right therein and shall have no right to question the Developer conferring such additional rights on the said purchasers of such Apartments.

- 30) The Purchaser accepts and acknowledges that apartment unit abutting or coming within the vicinity of any common amenity or facility such as the transformer, sump tank, over-head tank, septic tank, generator or other equipment shall be subject to a certain degree of obstruction peculiar to such facility or amenity. The Purchaser recognizes this fact and undertakes not to raise any claim or other action against the Developer in this regard. The Purchaser agrees and undertakes to allow access to the Developer or the Apartment Owner's Association, as the case may be, or any other entity undertaking maintenance or repair works to the said utilities and agrees not to obstruct or do any act that is likely to jeopardise the value or utility of such equipment, and agrees to make good the damage in case such equipment is damaged due to any act of the Purchaser.
- 31) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartment units and common areas in the Project and Purchaser specifically shall not:-
- i. Close passages and other common areas;
 - ii. Make any alterations in the elevation or both faces of external doors and windows of the apartment unit/parking space which differs from the colour scheme of the Apartment;
 - iii. Make any structural alterations and/or any fresh openings inside the unit;
 - iv. Default in payment of any taxes or levies to be shared by the other co-owners of the Schedule A Property or common expenses for maintenance of the Building/s;
 - v. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
 - vi. Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous or combustible in nature;
 - vii. Use the common corridors, pathways and other common areas either for storage or for use by servants at any time;
 - viii. Bring inside or park in the common areas in the Project, any lorry or any heavy vehicles;
 - ix. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use;
 - x. Throw any rubbish or used articles in the common areas;
 - xi. Undertake any interior decoration work or additions, alterations inside the apartment unit involving structural changes without prior consent in writing of the Developer and of the municipal corporation;
 - xii. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment owners in the Project;

- xiii. Keep their pets inside the apartment unit and ensure that they do not create any nuisance or disturbance to occupants of the neighbouring apartment units and shall ensure that pets do not ease out in the common area or garden area;
 - xiv. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project;
- 32) The Purchaser shall maintain at Purchaser's cost the apartment unit and allotted Parking Space/Garden/landscaped Area/Terrace Area in good condition, state and order and shall abide by all the laws and regulations of the Government, any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms hereof.
- 33) The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other unit owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other unit owners the cost of maintaining and repairing all common amenities such as common accesses staircases, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the apartment unit owners in the Project.
- 34) The Purchaser shall permit the Apartment Owners' Association or their agents with or without workmen at all reasonable times to enter into and upon the apartment unit/Parking Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment unit and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.
- 35) The Purchaser shall pay to the Apartment Owners' Association, from the date of delivery of possession of the apartment unit, such sums to defray the following expenses in proportion to the area of the apartment unit and any deficit to be made good proportionately.
- a) Expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the project, lifts, including the cost of AMC's for equipment;
 - b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges in the project;
 - c) Costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;

- d) Expenses for maintenance of the common areas, white washing and colour washing of common areas, external areas and the compound wall;
- e) Expenses incurred in the maintenance of landscape, pots and other plants in the common areas in the project;
- f) Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;
- g) Expenses relating to the Clubhouse as may be decided, in its sole discretion, by the Apartment Owners' Association; and
- h) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the project in general.

IN WITNESS WHEREOF the parties herein have executed this Agreement in the presence of the following witnesses on the day, month and year first mentioned above.

DEVELOPER

Name : Vajram Holdings Private Limited through its Managing Director Mr. Vajram Pavan Kumar

PURCHASER

Name :

WITNESSES

1)

2)

Name & Address :

Name & Address :

ANNEXURE – 1
TO
CONSTRUCTION AGREEMENT

10.	Date of Agreement	:	
11.	(a) Name:	:	
	Address	:	
	E-mail	:	
	PAN	:	
12.	Apartment Unit No	:	
13.	Super built up area	:	
14.	Carpet Area	:	
15.	Undivided Share in Schedule A Property	:	
16.	No. of car parking bays / Car park Nos.	:	
17.	Total sale consideration	:	
18.	Advance sale consideration details	:	

*The extent of undivided right, title and interest in the Schedule A Property is subject to actual measurement after completion of the Project and shall be subject to any relinquishment of land in favour of the appropriate statutory authority in accordance with law, subject to reservation of land for any particular purpose as mandated by the appropriate authority and subject to the actual extent of land available in the Schedule A Property.

ANNEXURE – 2
TO
CONSTRUCTION AGREEMENT

Particulars	Percentage	Amount in Rupees
On Signing Agreement	10%	
Builder Will Pay Interest For Two Years (If Any Demand Is Raised)	75%	
On Completion Of Structure	10%	
On Possession / Hand Over	5%	
Total	100%	

NOTE:

- The Above Price is inclusive of Taxes subject to the tax amount payable by the Vendor as per Clause 2
- Registration & Stamp Duty charges as per actuals to be paid at the time of Registration

- Maintenance Charges for One year @ Rs.3/- Per SFT to be paid at the time of Possession
- Corpus Fund Rs. 25 Per SFT to be paid at the time of Possession
- Legal Expense Of Rs. 40,000/- to be paid at the time of Possession

ANNEXURE –3
Payment schedule as per the Subvention scheme

Particulars	Percentage	Amount
On Signing Sale Agreement	10%	
On Completion Of Foundation	20%	
On Completion Of Upper Basement Slab	10%	
On Completion Of 4th Floor	10%	
On Completion Of 5th Floor	5%	
On Completion Of 6th Floor	5%	
On Completion Of 7th Floor	5%	
On Completion Of 8th Floor	5%	
On Completion Of 9th Floor	5%	
On Completion Of 10th Floor	5%	
On Completion Of 12th Floor	5%	
On Flooring Completion	5%	
On Possession	10%	
Total	100%	

ANNEXURE –4
TDS schedule

Particulars	TDS	Amount to be paid to the builder
On Signing Sale Agreement		
On Completion Of Foundation		
On Completion Of Upper Basement Slab		
On Completion Of 4th Floor		
On Completion Of 5th Floor		
On Completion Of 6th Floor		
On Completion Of 7th Floor		
On Completion Of 8th Floor		

On Completion Of 9th Floor		
On Completion Of 10th Floor		
On Completion Of 12th Floor		
On Flooring Completion		
On Possession		
Total		

ANNEXURE – 5
For
CONSTRUCTION AGREEMENT

STRUCTURE

- Two Basements + Ground Floor + 2 Floors (Commercial space) +10 Upper Floors (Residential), RCC Frame structure compliance Seismic Zone II
- Walls - Eco friendly light weight bricks with smooth finish plastering.
- Superior Quality Steel reinforcement with high quality in house RMC.
- The structural design validation vetted by Bureau Varitas Civil Aid.

FOYER / FORMAL LIVING / FAMILY ROOM / DINING

- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Premium Emulsion paint for walls.

BEDROOMS

- Super Quality Laminated Wooden Flooring for Master Bedroom.
- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Premium Emulsion paint for walls

KITCHEN

- Superior quality double charge vitrified tiles by leading brands/ Imported.
- Superior quality ceramic tile dadoing up to 2'-0" above counter level.
- Premium emulsion paint for walls
- Polished granite slabs (20 mm thick) shall be provided for the counter tops.

WET KITCHEN & STAFF ROOM

- Superior Quality Anti-skid-Ceramic/Verified Floor tiles for the wet kitchen and the Staff room.

- Premium emulsion paints for walls & ceiling.
- Ceramic tile dadoing up to 2'-0" above counter level for Wet Kitchen
- Polished granite slabs (20 mm thick) shall be provided for the counter tops.

TOILETS

- Superior quality double charge Vitrified tiles, wall dadoing up to fall ceiling in Master Bed Room Toilet and Common Toilet.
- Superior quality ceramic tile wall dadoing up to false ceiling for Kids Toilet.
- Superior Quality Anti-skid-Ceramic Flooring.
- False ceiling with grid panels.
- Granite vanity counter in Master bed room and common toilet.
- Shower partition in master bed room.

SIT OUTS & TERRACE AREA

- Superior quality Anti-skid-Ceramic tile Flooring
- MS handrail with enamel panel paint as per design.

DOORS & WINDOWS

- Main Door & Internal Door - Hard wood door frame with BST Shutter and Architrave furnished with PU Polish.
- Toilet Door- Hard wood door frame with one side Teak shutter furnished with polish and other side laminate.
- Superior quality ironmongery and fittings for all doors.
- Balcony sliding door- 3 track UPVC sliding for living & others with 2.5 track UPVC sliding.
- Windows - 2.5 track UPVC sliding with mosquito mesh.

ELECTRICAL

- BESCOM power supply: 5 kw for Flats.
- Generator power back up for all lighting Points, TV Units, Refrigerator and 100% power back up for common facilities.
- Superior quality modular switches from reputed brands.
- Television & Telephone points in living and all bedrooms.
- Intercom facility from security cabin to each Flat.
- Split A/C provision in Living Room and all Bed Rooms
- Provision for Exhaust fans in kitchen and toilets.

PLUMBING & SANITARY

- CP fittings and Sanitary wares from reputed brands in all Toilets.
- Stainless steel single bowl sink with drain board in Kitchen.

- Water Supply and Drainage pipes from reputed brands.

COMMON AREAS

- Granite / vitrified flooring.
- Premium emulsion paint for walls
- MS handrail as per design.

LIFTS

- Total No. of 2 lifts of Reputed Brand for each block.
- Capacity — 1 No. of 10- passengers and 1 No. of 15-passengers.

LANDSCAPE

- Designer landscaping with water bodies, paved drive ways & lightings etc as per the approved design