

May 31, 2018

M/s Capacit'e Infraprojects Ltd

# 907 & 908 , 9<sup>th</sup> Floor,

Barton Center, M. G. Road

Bangalore – 560001

Kind Attention Mr. C.N. Vardhaman

**Sub : Handover of Original Agreement to Sell**

Ref : Your Apartment at " LAPALAZZO RESIDENCES", Apartment No.510 on the 10thFloor of Project , at Survey Nos.46/1, 47/1 and 48/1, all situated at Ambalipura Village, VarthurHobli, Bangalore South Taluk, Now East Taluk, Outer Ring Road junction, Sarjapura Road, Bangalore 560102

Please find enclosed :

1. Agreement to Sell dated 17.05.2018

Kindly acknowledge receipt of the same.

Thanking You,

For Krishna E Campus Pvt. Ltd.,



Authorised Signatory

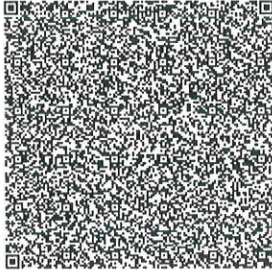


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# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA45118874148237Q  
Certificate Issued Date : 20-Apr-2018 02:33 PM  
Account Reference : SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA  
Unique Doc. Reference : SUBIN-KAKA-SHCIL35991380395814Q  
Purchased by : CAPACIT E INFRAPROJECTS LIMITED  
Description of Document : Article 5 Agreement relating to Sale of Immoveable property  
Description : AGREEMENT TO SELL  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : KRISHNA E CAMPUS PRIVATE LIMITED  
Second Party : CAPACIT E INFRAPROJECTS LIMITED  
Stamp Duty Paid By : CAPACIT E INFRAPROJECTS LIMITED  
Stamp Duty Amount(Rs.) : 20,000  
(Twenty Thousand only)



Authorised Signatory  
for Stock Holding Corporation of India Ltd.

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**AGREEMENT TO SELL**

**BETWEEN**

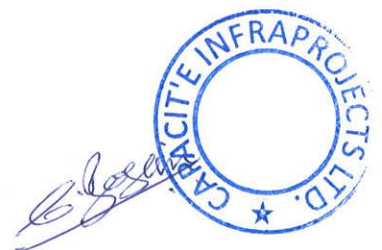
**KRISHNA E CAMPUS PRIVATE LIMITED**

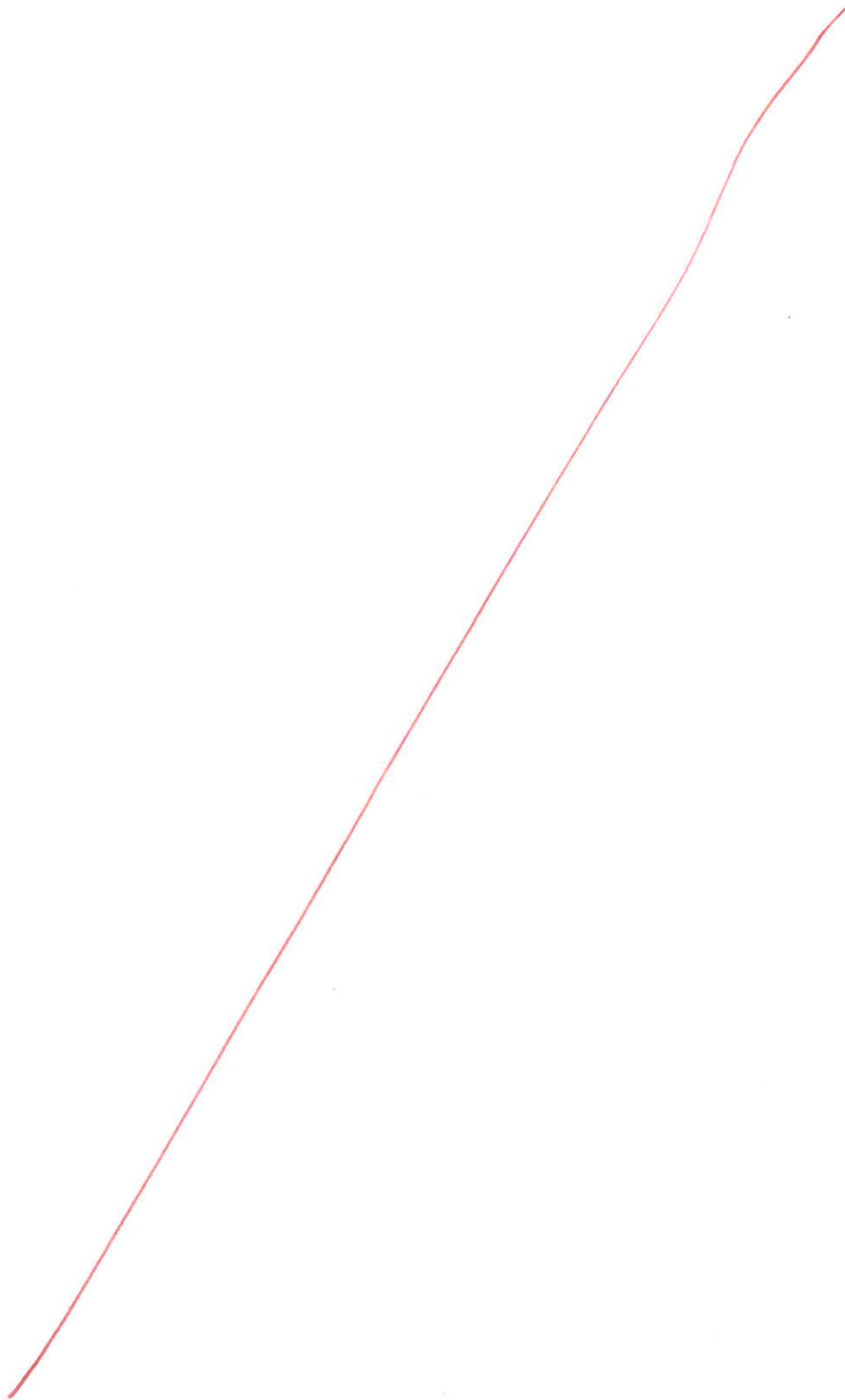
**AND**

**CAPACIT'E INFRAPROJECTS LIMITED  
PURCHASER**

**17.05.2018**

Privileged & Confidential







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## AGREEMENT TO SELL

This Agreement to sell is executed on this 17th day of May, 2018 at Bengaluru.

BY AND BETWEEN:

### KRISHNA E CAMPUS PRIVATE LIMITED

PAN AACCK2999P, a company incorporated under the Companies Act, 1956, having its registered office at "Nirmal No. 344, RMV 2<sup>nd</sup> Stage, IInd Block, 1<sup>st</sup> Coross, Bangalore- 560 094 " represented by its authorized Director Ramesh S Bulchandani (Aadhar no. 4854 4924 4408) authorized *vide Board Resolution dated 10.01.2011*, Hereinafter referred to as the "**Vendor cum Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators legal heirs and assign).

AND :

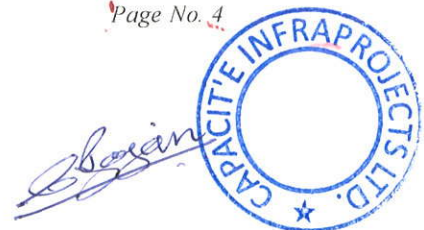
**CAPACIT'E INFRAPROJECTS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at , 605 -607, Shrikant Chambers, Phase I , Adjacent to R K Studios, Sion – Trombay Road, Mumbai - 400071 and its corporate office at # 907 & 908, 9 th Floor, Barton Center, M.G.Road, Bangalore-560001(PAN AAEC9463G), represented by its authorized signatory Mr. Govindrajan Konar (Aadhar no.3289 2612 4692) authorized *vide board resolution dated 30.04.2018* hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns);

WHEREAS:

- A. The Vendor cum Developer is the absolute owner of all that piece and parcel of converted lands in Survey Nos.46/1, 47/1 and 48/1, all situated at Ambalipura Village, VarthurHobli, Bangalore South Taluk, Now East Taluk, Outer Ring Road junction, Sarjapura Road, Bangalore 560102 in all totally measuring 3 Acres and 27 guntas, presently within the jurisdiction of Bruhat Bangalore MahanagaraPalike having new BBMP Municipal Nos. 808/839/89248/1, 46/1 & 47/1, acquired under two sale deeds as detailed in Annexure I;



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- B. The Vendor cum Developer will be developing out of the Schedule 'A' Property, a residential multi-storied residential apartment complex consisting of 2 phases therein known as "La Palazzo Residences" hereinafter referred to as the "Project";
- C. The Vendor cum Developer is developing the Schedule "A" Property in 2 phases. Phase I is being developed in a portion of the Schedule "A" Property, presently utilising FAR of corresponding to construction of Project. The portion of the Schedule "A" Property on which Phase I is being developed is set out in Schedule "B" hereto. The Vendor cum Developer has secured a Sanctioned Plan or the construction of the Project vide Approval No. BBMP/Addl. Dir/JDNORTH/LP/0559/11-12 dated 18.08.2012 issued by Bruhat Bangalore Mahanagara Palike;
- D. The Vendor cum Developer has informed the Purchaser and the Purchaser is aware that the Vendor cum Developer, for the development of Phase I, the Vendor cum Developer has made an application for modification of Plan Sanction with the BBMP, and will utilize TDR for the Project. The Sanctioned Plan will be modified pursuant to taking into consideration the TDR and accordingly the undivided share shall be corresponding to the constructed area of Apartment in Phase I taking into account the TDR used in the development of the Project.
- E. The Vendor cum Developer has formulated a scheme of development for Phase 1 consisting of four (4) Towers consisting of two basements, fourteen upper floors as per the Sanction Plan approved.
- F. The Vendor cum Developer has registered Phase I of the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered Phase I and granted Registration number PR/KN/170730/000301 to the said Phase I. The website for Phase I or the Project is [www.lapalazzo.in](http://www.lapalazzo.in)
- G. The Vendor cum Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of the Project, shall be maintained by all the owners of the apartments in the Project;
- H. In terms of the Scheme formulated by the Vendor cum Developer, any person/s interested in owning a Private Residence will be entitled to undivided share in the land applicable to Phase I development being portion of the Schedule 'A' Property taking into consideration the FAR consumed and TDR utilised.
- I. The Purchaser made an application for allotment of a Private Residence in Phase I of the Project vide Application No.72 dated 17.05.2018 and the



Purchaser has been allotted a 3 BHK Private Residence No.510 on the 10th Floor of Phase I of the Project "LAPALAZZO RESIDENCES" (shown as VERONA West Avanti in the Sanction Plan for Phase I) having a carpet area of 2135.43 square feet, Balcony area of 304.66 Square Feet and super built up area of 3186 square feet along with 2 car parking in the basement which is more fully set out in Schedule "C" with proportionate share in the Common Area of the Project.

- J. The Vendor cum Developer has made disclosures to the Purchaser in this Agreement under Clause 11;
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to Phase I of the Project;
- M. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

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

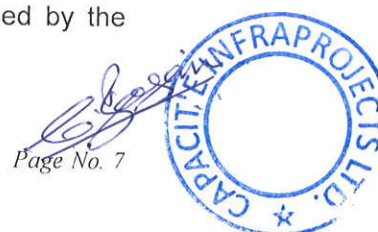
- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) "**Agreement**" shall mean this agreement to sell the Schedule "C" Undivided Share and construction of the Schedule 'C' Private Residence, including the schedules and annexes hereto, as may be amended from time to time;
- (c) "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any





Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;

- (d) **"Association or Association of Owners or Owners Association"** shall all mean the same, being the Association of Owners that is established by the Vendor cum Developer, in respect of Phase I and the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of Project;
- (f) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure VI** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (g) **"Balance Cost of Construction"** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure V** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (h) **"Block/s"** shall mean individually or collectively mean the Blocks to be constructed in Phase I;
- (i) **"Booking Amount"** shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration and the Cost of Construction.
- (j) **"Completion Period"** shall mean the 30.9.2018 or such extended time as provided in clause 8 below, before which the Vendor cum Developer would have applied for and secured the Partial Occupancy Certificate/Occupancy Certificate for Phase I or any of the Block/s in Phase I.
- (k) **"Carpet Area"** shall mean the net useable floor area and the area covered by internal partition walls in the Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Areas.
- (l) **"Commencement Certificate"** shall mean certificate issued by the Bruhat Bengaluru Mahanagara Palike



- (m) **"Common Areas of Project"** shall mean and include areas demarcated and declared as the common areas of Phase I and as detailed in **Annexure III** hereto. The Common Areas of Phase I are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor cum Developer or Owners Association to be followed by all the owners/occupiers of the Private Residences in project;
- (n) **"Common Amenities /Areas of the Project"** shall mean and include the areas as demarcated and declared as common areas of the Project and as detailed in **Annexure IV** hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor cum Developer or the Association of Owners to be followed by all the owners / occupiers of the Private Residences of all the phases in the Project.
- (o) **"Common Amenities & Facilities of Project "** shall mean and include those amenities and facilities of Phase I as detailed in **Annexure III & IV hereto**. The Common Amenities and Facilities of Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor cum Developer or the Association to be followed by all the owners/occupiers of the Private Residences.
- (p) **"Cost of Construction"** shall have the meaning ascribed to the term in Clause 4;
- (q) **"Deed of Declaration "**shall mean the deed of declaration that would be executed by the Vendor cum Developer to submit Phase I, the Common Areas, the Common Amenities and Facilities of Phase I under the provision of the Karnataka Apartment Ownership Act, 1972;
- (r) **"Disclosures"** shall mean the disclosures made by the Vendor cum Developer to the Purchaser , pertaining to Phase I and the development of the Schedule "A" Property as detailed in clause 11 below and accepted by the Purchaser to their knowledge;
- (s) **"Force Majeure"** shall mean the occurrence of one or more of the following events:-
- i) war,
  - ii) flood,
  - iii) drought,
  - iv) fire,
  - v) cyclone
  - vi) earthquake
  - vii) any other calamity caused by nature.
- (t) **"Interest"** means the rate of interest payable by the Vendor cum Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).





- (u) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru MahanagaraPalike(BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule 'A' Property;
- (v) **"Limited Common Area"** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of Phase I, which are allotted for the exclusive use by the Private Residences as they would be attached to such Private Residences and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area.
- (w) **"Occupancy Certificate"** means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of Phase I or any of the Block/s thereof, and pursuant thereto permitting occupation of the Private Residences for which the occupation certificate is issued;
- (x) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in **Annexure VIII** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (y) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (z) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser under **Annexure VI and Annexure VII** hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (aa) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (bb) **"Phase I"** shall have the meaning ascribed to the term in Recital D hereto;



- (cc) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to commencement of Phase I and as detailed in Recital C here to ;
- (dd) **"Private Residence/s"** shall mean the residential units together with non-exclusive use of Common Areas and the Common Amenities and Facilities in Project.
- (ee) **"Project"** shall have the meaning ascribed to the term in Recital B;
- (ff) **"Phase I Account"** shall mean the account opened in HDFC Bank Kasturba Road Branch, Bangalore standing in the name of the Vendor cum Developer.
- (gg) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Private Residence or by any of the occupiers of the Schedule "C" Private Residence under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of **Annexure V** hereto;
- (hh) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (ii) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 10.2
- (jj) **"Residence Owners/Owners"** shall mean any owner or owners of Private Residence/s in Project ;
- (kk) **"Rights and Obligations"** shall mean that the Purchaser shall be bound by the obligations set out in Schedule "E" hereto and have the rights set out in the Schedule "D" hereto in the use and enjoyment of the Schedule "C" Private Residence;
- (ll) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3;
- (mm) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the Vendor cum Developer in favour of the Purchaser;
- (nn) **"Sale Deed"** shall mean the deed of sale to be executed by the Vendor cum Developer, for legally conveying the absolute right, title and interest in the Schedule "C" Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to get constructed the Schedule 'C' Private Residence;
- (oo) **"Schedule "A" Property"** shall mean the land on which the Project is being developed in phases by the Vendor cum Developer and ascribed





to the term in Recital A and more fully described in the Schedule "A" hereto;

- (pp) **"Schedule "B" Property"** is the portion of the land out of the Schedule "A" hereto utilising the FAR thereof for construction of Phase I of the Project and more fully described in the Schedule "B" hereto;
- (qq) **"Schedule "C" Property"** is the Private Residence which is to be constructed under the Scheme with corresponding undivided share [**taking in to consideration the TDR utilised**] and more fully described in the Schedule "C" hereto;
- (rr) **"Schedule "C" Private Residence"** shall mean the Private Residence to be constructed under the Scheme;
- (ss) **"Schedule "C" Undivided Share"** shall mean the undivided share in the Schedule "B" Property corresponding the Schedule "C" Private Residence
- (tt) **"Scheme"** shall mean the scheme of development of Phase I of the Project under which Persons interested in owning a Private Residence in Phase I (a) would have to acquire undivided share corresponding to the Private Residence (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved based on the land in the Schedule "B" hereto [and adding the TDR utilised] for Phase I and (b) to get the Private Residence constructed from the Vendor cum Developer.
- (uu) **"Vendor cum Developer Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10.1 below;
- (vv) **"Specifications for Phase I"** shall mean the specifications of construction set out in **Annexure IX** hereto or any equivalent thereto in terms of quality for the Blocks in Phase I ;
- (ww) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time , which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (xx) **"Structural Defects"** shall mean any structural defect or defect in workmanship, quality or provision of services of the Vendor cum Developer relating to such Private Residences;
- (yy) **"Super Built Up Area"** of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Area as and such of the Common Area used for housing the Common Amenities and Facilities; and





- (zz) "TDR" shall mean Transfer of Development Rights that the Vendor cum Developer has acquired or will acquire in order to add to the construction in the Project.

## 1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.  
Harmonious Interpretation and Ambiguities within the Agreement:  
In case of ambiguities or discrepancies within the Agreement, the following shall apply:  
Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles. Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices. Between any value written in numerical or percentage and in words, the words shall prevail.
- (e) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (f) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (g) no Section in this Agreement limits the extent or application of another Section;
- (h) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed



as, nor shall they take effect as, limiting the generality of any preceding words;

- (j) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

## 2 AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Vendor cum Developer, agrees to sell to the Purchaser and the Purchaser agrees to purchase the Schedule 'C' Undivided share and the Vendor cum Developer agrees to construct the Schedule 'C' Private Residence under the Scheme in terms of the Agreement.

## 3 SALE CONSIDERATION FOR THE SCHEDULE "C" UNDIVIDED SHARE:

- 3.1 The Sale Consideration to be paid by the Purchaser to the Vendor cum Developer, shall be Rs.1,50,53,850.00 (Rupees One Crore Fifty Lakhs Fifty Three Thousand Eight Hundred and Fifty only) towards the sale of the Schedule 'C' Undivided Share to enable the Purchaser to get constructed the Schedule 'C' Private Residence by paying the Cost of Construction to the Vendor cum Developer.
- 3.2 The Purchaser shall be required to pay the Balance Sale Consideration in terms of the Payment Plan **Annexure VI**

## 4 COST OF CONSTRUCTION OF THE SCHEDULE "C" PRIVATE RESIDENCE:

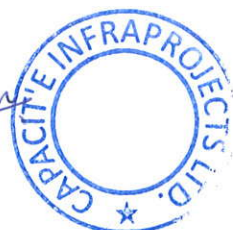
- 4.1 The Cost of Construction of the Schedule "C" Private Residence hereby agreed to be constructed and delivered is to be paid by the Purchaser to the Vendor cum Developer shall be Rs.1,11,51,000.00 (Rupees One Crore Eleven Lakhs Fifty One thousand only).
- 4.2 The Purchaser will be required to pay the Balance Cost of Construction to the Vendor cum Developer in terms of **Annexure VII** hereto(Payment Plan).

## 5 PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION & COST OF CONSTRUCTION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS.

The Purchaser has paid a sum of Rs.50,00,000.00 (Rupees Fifty Lakhs only) being the Booking Amount for the Schedule "C" Property on the execution of this Agreement, via RTGS, UTR number BKDNR52018051700729854, Dena Bank, dated 17.05.2018 to the Vendor, as the Vendor cum Developer are



*C. Rajan*  
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entitled to receive the same, the receipt of which the Vendor cum Developer hereby accepts and acknowledges .

- 5.1 The Purchaser has assured the Vendor cum Developer that the Purchaser shall pay the Balance of the Sale Consideration, the Balance of the Cost of Construction and the Other Costs, Charges and Expenses without any delay or default. The Payment Plan is linked to the percentage completion of each stage of construction as set out in Annexure II. In the event of any acceleration in payment of any stages of construction due to the Vendor cum Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the Vendor cum Developer that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Vendor cum Developer having raised a demand for payment of such instalment.
- 5.2 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 5.3 The Vendor cum Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Phase I development.
- 5.4 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 5.5 All payments toward the Balance of the Sale Consideration shall be made by cheque or demand draft or wire transfer payable in favour of the Vendor cum Developer or as directed by the Vendor cum Developer to the Phase I Account.
- 5.6 All payments towards the Balance of the Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Vendor cum Developer or as directed to the Phase I Account.
- 5.7 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs. 5000 /- (Rupees Five Thousand Only) would be debited to the Purchaser's account.
- 5.8 The amounts deposited in the Phase I Account shall be withdrawn to the extent permitted under the Act by the Vendor cum Developer from time to time and where ever required upon the certification by the Project Architect, the



Engineer and the Chartered Accountant based on the percentage completion of Phase I as provided in the Act.

- 5.9 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Vendor cum Developer shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 5.10 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Vendor cum Developer on or before 15<sup>th</sup> of the subsequent month of deduction.
- 5.11 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Vendor cum Developer hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.

## **6 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER**

- 6.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plan, on the due dates, for whatsoever reasons, the Purchaser shall become liable to pay Interest on such outstanding amounts, from the due date of payment till realisation by the Vendor cum Developer of such instalment.
- 6.2 Notwithstanding anything stated in clause 6.1 above, if the Purchaser defaults in payment of the instalments along with Interest for a period beyond 2 (two) consecutive months after having received notice from the Vendor cum Developer, The Vendor cum Developer will be entitled to terminate this Agreement.
- 6.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Vendor cum Developer will be entitled to terminate this Agreement as breach by the Purchaser and on such termination the Vendor cum Developer will be entitled to the rights as provided in clause 6.4 below.



*[Signature]*  
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- 6.4 In case of termination of this Agreement in terms of clause 6.2 or 6.3 above, the Vendor cum Developer shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of Agreement after forfeiting the Booking Amounts and the Interest liability under clause 6.2. On such termination the Vendor cum Developer shall be entitled to deal with the Schedule "C" Property without any further documentations. All amounts paid towards Statutory Payments by the Purchaser to the Vendor cum Developer will not be liable to refund.
- 6.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of clause 6.4 above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Vendor cum Developer and hand over the original of this Agreement that may be deposited by the Purchaser against the Vendor cum Developer paying the amounts to the bank or any financial institution.

## **7 CONSTRUCTION OF THE SCHEDULE "C" PRIVATE RESIDENCE**

- 7.1 The Vendor cum Developer shall construct the Schedule "C" Private Residence as per the Plan and in accordance with the Specifications set out herein. The Vendor cum Developer shall not make any change to the Schedule "C" Private Residence without the consent of the Purchaser.
- 7.2 The Vendor cum Developer shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of Phase I as required under the provisions of the Act. Provided that the Vendor cum Developer may make such minor additions or alterations as may be required by the Purchaser (at a cost) or such minor changes or alterations as permitted under the provisions of the Act or directed by any Local Authority.

## **8 DATE OF DELIVERY OF THE SCHEDULE C PRIVATE RESIDENCE:**

- 8.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Vendor cum Developer shall secure the completion of Phase I of the Project within the Completion Period. The Purchaser shall, within a period of 60 days of the Vendor cum Developer furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule "C" Private Residence and complete the Sale Deed simultaneously with taking possession.
- 8.2 The Completion Period shall be extended by such time as the Vendor cum Developer may specify in writing if the development is delayed by any Force Majeure event that is notified.

## **9 RIGHT OF THE VENDOR CUM DEVELOPER TO DEVELOP PHASE I, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF PHASE I AND THE OTHER PHASES OF THE PROJECT:**





- 9.1 The Purchaser agrees that the Vendor cum Developer shall have an unobstructed right without hindrance, to progress the construction of Phase I and the remaining phases of the Project and all the Common Areas and the Common Amenities and Facilities of Project.
- 9.2 The Purchaser agrees that the Vendor cum Developer will be entitled to free and un- interrupted access, at any point of time in any part of the Schedule 'A' Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect,
- 9.3 The Purchaser is fully aware that the Vendor cum Developer will be developing Phase I and constructing/completing the Blocks, Common Amenities and Facilities of Phase I from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Vendor cum Developer completing the other Blocks within the Completion Period even if the Purchaser has taken possession of the Schedule 'C' Private Residence in the Block which is completed and the Vendor cum Developer has secured Occupancy Certificate for that Block.
- 9.4 The Schedule 'C' Undivided Share is free of any mortgages or charges or encumbrances. In the event the Vendor cum Developer takes finance for construction and completion of Phase I against the security of the Schedule "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "C" Property.
- 9.5 The Purchaser is fully aware and has understood the Disclosures made by the Vendor cum Developer pertaining to Phase I.

## 10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Vendor cum Developer acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Undivided Share, and get constructed the Schedule 'C' Private Residence from the Vendor cum Developer, taking into consideration the Disclosures made by the Vendor cum Developer under Clause 11 below and based on the representations and warranties set out below (the "**Vendor cum Developer Warranties**"):
- 10.1.1 The Vendor cum Developer is the absolute owner of the Schedule "C" Undivided Share with exclusive possession of the Schedule 'A' Property and no Person other than the Vendor cum Developer has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule C Undivided Share ;
- 10.1.2 The Vendor cum Developer has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Vendor cum Developer;



*[Signature]*  
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- 10.1.3 The Vendor cum Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule C Undivided Share;
- 10.1.4 To the knowledge of the Vendor cum Developer, the Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "C" Undivided Share Property;
- 10.1.5 There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule "C" Undivided Share in the manner herein contemplated;
- 10.1.6 To the knowledge of the Vendor cum Developer, the Schedule "A" Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority except what is disclosed under this Agreement;
- 10.1.7 All approvals, licenses and permits issued by the Authorities with respect to Phase I are valid and subsisting and have been obtained by following due process of law;
- 10.1.8 The Vendor cum Developer has duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase I to the Competent Authorities till the completion of Phase I ;
- 10.1.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor cum Developer in respect of the Schedule "A" Property and/or Phase I ;
- 10.1.10 The Vendor cum Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule "C" Property;
- 10.1.11 The Vendor cum Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 10.1.12 The Vendor cum Developer has obtained insurance related to the development and construction of Phase I and shall pay the insurance premiums until Phase I is completed;
- 10.1.13 The computation of the Sale Consideration and Cost of Construction of the Schedule "C" Property includes recovery of land cost of the Schedule "C" Undivided Share, construction cost of the Schedule "C"





Private Residence, the cost of the Common Amenities and Facilities and the Common Areas of Phase I;

10.1.14 That the Vendor cum Developer will not convey or cause to be conveyed to any purchaser of the Private Residence/s in Phase I, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendor cum Developer and the Purchaser as per this Agreement;

10.1.15 The Vendor cum Developer is not restricted in any manner whatsoever from selling the Schedule 'C' Property to the Purchaser in the manner contemplated in this Agreement.

10.2 The Purchaser acknowledges that the Vendor cum Developer has entered into this Agreement and has agreed to purchase the Schedule 'C' Undivided Share, based on the representations and warranties set out below (the "**Purchaser Warranties**");

10.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;

10.2.2 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule 'A' Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the Vendor cum Developer to the Schedule 'A' property and the Vendor cum Developer's right to develop Schedule 'A' Property, has entered into this Agreement;

10.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Vendor cum Developer as detailed in clause 11 below and after understanding the same, the Purchaser has entered into this Agreement.

## 11 DISCLOSURES:

The Purchaser acknowledges and confirms that the Vendor cum Developer has fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Vendor cum Developer to undertake every action as per Disclosures.

11.1 That, the Vendor cum Developer has utilized an FAR of 4.91. The Vendor cum Developer will be utilising the remaining of the FAR of the Schedule "A" Property in other phases of the Project at the absolute discretion of the Vendor cum Developer.



- 11.2 That, the Vendor cum Developer has received the Commencement Certificate bearing No. BBMP/Addl.Dir/JDNORTH/LP/0559/2011-12 dated 20.01.2015 issued by Bruhat Bangalore Mahanagar Pallike for the Project.
- 11.3 The Vendor cum Developer has informed the Purchaser and the Purchaser is aware that the Vendor cum Developer, for the development of Phase I, Phase II and remaining area of the development the Vendor cum Developer will utilize TDR for the Project.
- 11.4 That, the Vendor cum Developer has applied for a modification of Plan Sanction vide Letter dated 21.8.2015 issued to the Bruhat Bangalore Mahanagar Pallike
- 11.5 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation of the TDR and the consumption of the FAR for Phase I.
- 11.6 The Common Amenities and Facilities and the Common Areas are to be maintained by all the Owners of Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the project.
- 11.7 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule 'C' Private Residence and not for any other purpose. Purchaser has agreed that on the Vendor cum Developer being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the Private Residence that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed;
- 11.8 That, the Private Residences can be used in terms of the rules and regulations formulated by the Vendor cum Developer and/or the Association of Owners as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Areas of Project and the Common Amenities and Facilities of Project.
- 11.9 That, the Vendor cum Developer will be forming an Association of Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the project and a Deed of Declaration as may be executed by the Vendor cum Developer;
- 11.10 That, an extent of 558.71 square meters will be handed over to Bangalore Development Authority for the purpose of road widening .





11.11 That, the Vendor cum Developer has availed financial facility from HDFC Ltd and in view thereof, the Vendor cum Developer has deposited the documents of title, evidences, deeds and writings in respect of the Schedule A Property with HDFC House, Kasturba Road branch, Bangalore – 560001. The HDFC Ltd has provided its no objection to the Vendor cum Developer to proceed with the execution of this Agreement

11.12 That on going litigations are as disclosed in the title certificate.

11.13 The Vendor cum Developer has informed the Purchaser and the Purchaser is fully aware and has agreed that the Private Residences can be used only for residential purpose and in terms of the rules and regulation formulated by the Vendor cum Developer and or the Association of Owners.

11.14 The Purchaser is aware and has also agreed that the Vendor cum Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Private Residence owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

## **12 CONVEYANCE AND DELAY IN TAKING CONVEYANCE:**

12.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance on the Vendor cum Developer having informed the Purchaser that the Vendor cum Developer is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 60 (sixty) days of the receipt of the Occupancy Certificate.

12.2 Consequent upon the Vendor cum Developer informing that the Schedule 'C' Private Residence is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 3 (three) months of such intimation, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule "C" Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in clause 6, shall become applicable and the Vendor cum Developer will be entitled to enforce any of its rights thereunder.

12.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance not taken, and the Vendor cum Developer has not terminated this Agreement .

12.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 25(f) below.





12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalization, completion, and execution of the documentation (including this Agreement, Sale Deed).

**13 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE VENDOR CUM DEVELOPER AND THE VENDOR CUM DEVELOPERAS FOLLOWS:**

- 13.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule 'C' Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.
- 13.2 To get the Schedule "C" Private Residence, constructed by the Vendor cum Developer, and shall have no right to construct or to require the Schedule "C" Private Residence to be constructed through any Person other than the Vendor cum Developer.
- 13.3 Not to seek partition or division or separate possession of the Schedule "C" Undivided Share, not to object to the construction of other structures on Project by the Vendor cum Developer including residences for sale to other purchasers and not to question or challenge the sale price agreed between the Vendor cum Developer and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule "B" hereto.
- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor cum Developer. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, specifications of Phase I and the Scheme of development and the right of the Vendor cum Developer to develop the Project and the Disclosures. The Purchaser, after taking legal advise and after being satisfied with the title and having understood the plan sanctions, specifications of Phase I and the Scheme of development of Project, the rights of the Vendor cum Developer and the Disclosures made by the Vendor cum Developer has entered into this Agreement.
- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to Phase I in general and this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule "C" Private Residence, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Private Residence at his/her own cost.
- 13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Vendor cum Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the project for any reason whatsoever.
- 13.7 That the Purchaser is also aware and agrees that some of the Common Amenities and Facilities in Project shall be completed from time to time and all

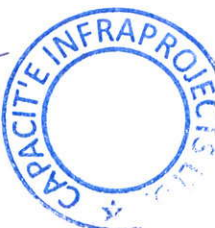


of which shall be completed within the Completion Period. The completion of the Common Amenities and Facilities of the project on the completion of Phase I shall not give any right to the Purchaser to claim any damages on the Vendor cum Developer.

- 13.8 The Purchaser and other owners of the apartments undertake to join the Association formed by the Vendor cum Developer. The Purchaser along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1976
- 13.9 That the Purchaser and the Association shall take over the maintenance of Project in terms of Clause 19 of this Agreement.
- 13.10 That after Phase I is handed over to the Owners Association, the Vendor cum Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 13.11 After the maintenance of the building is handed over to the Association, the Vendor cum Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of Project.
- 13.12 Statutory Payments for the development of the Schedule "C" Property further to this Agreement which are not levied at the moment, but after the Schedule 'C' Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Vendor cum Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Vendor cum Developer of any instances of taxes on this Agreement, accruing in future.
- 13.13 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule E and will have the rights set out in Schedule D in the enjoyment of the Schedule 'C' Private Residence and the Common Areas and the Common Amenities and Facilities of Phase I on the Schedule 'C' Private Residence being complete and handover.
- 13.14 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule "A" Property including the development and construction of Phase I in which the Schedule 'C' Private Residence is located.



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- 13.15 That though the Purchaser's rights under this Agreement are confined to the Schedule "C" Private Residence of Phase I, the Purchaser shall not have any right in any other part of Phase I and the Schedule "A" Property.
- 13.16 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, " LAPALAZZO RESIDENCES", it being acknowledged that neither the Purchaser nor other owners of residences within Phase I have any right to seek such change. The Vendor cum Developer will be entitled to make the change in the name.
- 13.17 On inspection during the progress of works of the Schedule "C" Private Residence, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Vendor cum Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule "A" Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.18 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Private Residence to the Purchaser by the Vendor cum Developer. The Vendor cum Developer does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Vendor cum Developer is not answerable to any thefts during the course of the interior works.
- 13.19 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Vendor cum Developer to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.
- 13.20 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of Project nor place any heavy material in the Common Areas being passages or staircase of the [Phase I /Block in which the Schedule "C" Private Residence is located].
- 13.21 The Purchaser shall be solely responsible to keep the Schedule "C" Private Residence at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 13.22 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue up to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.23 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Vendor cum Developer on a Phase I wide basis or a per unit basis. Where taxes cess,





charges etc. are payable on a Phase I wide basis, these shall be prorated based on the measurement of the Schedule "C" Private Residence and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Vendor cum Developer in this behalf.

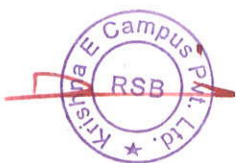
- 13.24 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development/construction approvals of the Project.
- 13.25 The Purchaser agrees and covenants that the Vendor-cum-Developer shall not be held liable for any representations/commitments/details/information provided by the real estate agent/broker/channel partner, of whatsoever nature, not stated in this Agreement or as provide by the Vendor-cum-Developer.
- 13.26 The Purchaser agrees that the Vendor-cum-Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

#### **14 NATURE OF RIGHT OF USAGE**

- 14.1 It is agreed that the Private Residence shall be used only for the purpose of a personal residence and or staff/employee accommodation.
- 14.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 14.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.
- 14.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.

#### **15 RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE.**

- 15.1 In the event of damage or destruction of Phase I or any portions thereof for any reason other than Structural Defects, where such damage or destruction occurs after the completion of Phase I, all Residence Owners in Phase I shall have the right to repair or rebuild Phase I and the Private Residences. Subject to Applicable Law, the repair or reconstruction of Phase I shall be carried out on the basis of the sanctioned plan and other approvals that may be required.



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- 15.2 All the Residence Owners of Phase I which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association for insuring Phase I against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

## 16 ASSIGNMENT

- 16.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 16.2 and clause 16.3.
- 16.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two year from the booking date or date of payment of 80% of the consideration under this Agreement, whichever is later.
- 16.3 Any assignment shall be, subject to clause 16.2 , be done only by way of written agreement between the Vendor cum Developer and the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of up to 5 % of the total Sale Consideration and Cost of Construction. per square foot. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

## 17 CLUB AND MEMBERSHIP OF THE CLUB

- 17.1 The Purchaser is fully aware that the Vendor cum Developer will be providing a Club. The said Club will be managed by the Vendor cum Developer or any operator that the Vendor cum Developer may appoint. The Club shall be located in the Project and the undivided share corresponding to the constructed area of the Club shall be conveyed among all the purchasers of the Project on a pro rata basis, taking into consideration the measurement of the constructed area acquired by them in the Project. The Purchaser herein will be entitled to the use of such Club on a payment of club membership fees as prescribed by the Vendor cum Developer. The Purchaser and all other owners of the Private Residences shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club membership fees and other usage charges for the facilities provided in the Club as prescribed by the Vendor cum Developer or the Association of Owners. On the Vendor cum Developer handing over the maintenance to the Association in terms of the Act, the Association of Owners will be responsible to manage, maintain and operate the Club and its facilities.





17.2 Apart from the rules and regulations that would be formulated by the Vendor cum Developer and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:

17.2.1 In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Private Residence entitled to use the said Club on payment of the club membership fees.

17.2.2 In the event the Schedule "C" Private Residence is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the club membership fees.

17.2.3 In the event of inheritance, the person inheriting and occupying the Schedule "C" Private Residence shall be entitled to membership of the said Club on payment of the club membership fees.

17.2.4 In the event of there being any co-owner of Schedule "C" Private Residence such co-owners occupying the Schedule "C" Private Residence will be entitled to the use of the said Club on payment of the club membership fees.

17.2.5 In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Private Residence will be entitled to the use of the said Club on payment of the club membership fees.

## 18 TAXES AND FEES

18.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Private Residence. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Area of the Schedule "C" Private Residence.

18.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property, or Phase I by the Vendor cum Developer for the period after grant of occupation certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "C" Private Residence, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Vendor cum Developer. The Purchaser shall also reimburse to the Vendor cum Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.





- 18.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Private Residence is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

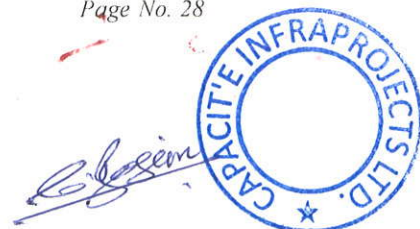
## 19 ASSOCIATION OF OWNERS

The Association of Owners shall be formed by the Vendor cum Developer at any time but within 3 (three) months from the date on which majority of the purchasers have been allotted apartments in Phase I. On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule "C" Private Residence, and Phase I shall be governed *inter alia* by the rules and regulations prescribed by the Vendor cum Developer, Deed of Declaration that would be executed by the Vendor cum Developer, and later by the Association of Owners from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and

shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Private Residence, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Private Residence or the mere act of occupancy of the Schedule "C" Private Residence, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

## 20 MAINTENANCE OF THE SCHEDULE C PRIVATE RESIDENCE:

- 20.1 The Purchaser shall, from the date the Schedule "C" Private Residence being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of Phase I as determined by the Vendor cum Developer and no circumstances be liable for the same.
- 20.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Private Residence apart from the rules and regulations of the Association.
- 20.3 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "C" Private Residence or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 20.4 The Vendor cum Developer may appoint M/s. KMB Estates LLP or its nominees as the exclusive maintenance service provider for the maintenance



to be provided to the Common Areas, the Common Amenities and Facilities of Phase I until the Association of Owners takes over the maintenance of Phase I. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Private Residences. The Purchaser and other owners of the Private Residences in Phase I shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to Phase I and all its Blocks.

- 20.5 The Vendor cum Developer will maintain the Common Areas and the Common Amenities and Facilities of Project for the period of one year as provided in the Act.

## 21 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Vendor cum Developer is the sole and exclusive property of the Vendor cum Developer and the Vendor cum Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Vendor cum Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Vendor cum Developer's intellectual property rights by the Purchaser in any manner, the Vendor cum Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Vendor cum Developer in protecting its rights.

## 22 DEFECT LIABILITY PERIOD:

In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Vendor-cum-Developer will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost. Provided always that, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Apartment other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor-cum-Developer shall not be liable for the same.



*G. Rajan*  
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## 23 TERMINATION BY PURCHASER:

23.1 In the event of (i) there being any delay in securing the Occupancy Certificate by the Vendor cum Developer, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Vendor cum Developer on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:

23.1.1 continue with the Agreement, in which event the Vendor cum Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Vendor cum Developer; or

23.1.2 terminate this Agreement and on such termination the Vendor cum Developer shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the Vendor cum Developer will be entitled to deal with the Schedule "C" Property without any reference to the Purchaser.

23.1.3 The Vendor cum Developer will be entitled to extension of time for completion of Phase I, if the development is delayed by any Force Majeure event and notified,

23.1.4 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Vendor cum Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated without any requirement of any further documentation. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement and original receipts to process the payment under this clause. On such notification by the Purchaser, the Vendor cum Developer shall be entitled to forfeit the Booking Amount paid for the Schedule "C" Property and any Interest due and the remaining balance amount of money paid by the Purchaser, if any, shall be refunded by the Vendor cum Developer to the Purchaser within 30 days of sale of the Schedule "C" Property to any third Person .

## 24 NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

(a) In the case of notices and other communications to the Vendor cum Developer:

**Address** : Nirmal , # 344 , RMV II stage , II Block , Ist





Cross Bangalore - 560094  
**Attention** : Mr. Ramesh S Bulchandani  
**Telephone** : 080- 41109111  
**Facsimile** : NA  
**Email** : lapalazzo@kmbestates.com

- (b) In the case of notices and other communications to the Purchasers:

**Address** : # 907 & 908, 9 th Floor, Barton Center, M.G.Road,  
Bangalore-560001  
**Attention** : C N Vardhaman  
**Telephone** : 8884434817  
**Facsimile** : NA  
**Email** : cn.vardhaman@capacite.in

- (c) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.
- (d) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 15 days prior written notice.

## 25 MISCELLANEOUS

- (a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

- (b) **Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the



remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(c) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) **Entirety**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule "C" Property.

(f) **Stamp Duty , Registration Charges etc..**

- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The Vendor cum Developer shall have no liability in respect thereto.
- 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Vendor cum Developer shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the Vendor cum Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor cum Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957 including any actions taken or deficiencies/penalties imposed by the Authority.



(g) **Dispute Resolution**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(h) **Governing law and Jurisdiction**

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

**26 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.**

The Permanent Account number and Aadhar Card Number are as follows:

**(a) Vendor cum Developer**

PAN : AACCK2999P ,  
Aadhar : Not Applicable

**(b) Purchaser** CAPACIT'E INFRAPROJECTS  
LIMITED

PAN : (PAN AAEECC9463G),  
Aadhar : NA





**SCHEDULE "A"**  
(Description of the entire property)

All that piece and parcel of lands bearing Survey No. 46/1 admeasuring 1 (one) acre 34 (thirty four) guntas, 47/1 admeasuring 1 (one) acre 12 (twelve) guntas and 48/1, admeasuring 21 Guntas situated at Amballipura Village, VarthurHobli, Bangalore South Taluk now East Taluk, ORR Junction, Sarjapur Road, Bangalore 560102 and in all measuring 3 acres 27 Guntas bounded by:

On the East : Land belonging Trinity Acres and Woods

On the West : Land Belonging to Abhishek Developers

On the North : Sarjapur Road

On the South : Land Belonging to Abhishek Developers

**SCHEDULE "B"**

9960.82 square meters of land area out of the Schedule "A" Property , based on which the Vendor cum Developer have achieved the FAR for the Construction residential development being undertaken by the Vendor which residential development is being undertaken in the part of the Larger Property which is shown in hatched blue in the plan **Annexure A** hereto



### **SCHEDULE "C"**

An undivided interest corresponding to the Schedule "C" Private Residence taking into consideration the FAR achieved on the Schedule "B" land and TDR consumed , and FAR and or TDR that may be permitted under the Act and finally recorded in the Deed of Declaration and the Sale Deed

A: 648.87 Sq Ft. undivided share in the Schedule "A" Property corresponding to the Schedule "C" Private Residence.

B: (Description of the Private Residence to be constructed under the Scheme by the Vendor cum Developer for the Purchaser)

A 3 BHK Private Residence No.510 on the 10th Floor of Phase I of the Project "LAPALAZZO RESIDENCES" (shown as VERONA West Avanti in the Sanction Plan for Phase I) having a carpet area of 2135.43 square feet, Balcony area of 304.66 Square Feet and super built up area of 3186 square feet along with 2 car parking in the basement which is more fully set out in Schedule "C" with proportionate share in the Common Area of the Project with the non-exclusive right to use the Common Amenities and Facilities of the project .

### **SCHEDULE – D**

#### **RIGHTS OF THE PURCHASER:**

- 1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Private Residence, subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Private Residence from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Private Residence through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Block and the Schedule "A" Property or any part thereof;



*[Signature]*  
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- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other owners;
- 6) The right of entry and passage for the Purchaser and agents or workmen of the Purchase to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule 'C' Private Residence or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

#### SCHEDULE – E

##### **OBLIGATIONS OF THE PURCHASER:**

- 1) The Purchaser shall give to the other Private Residences in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in Phase I in which the Schedule "C" Private Residence is located and also in the Common Areas.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Private Residence or any part thereof in Phase I , any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Private Residences or which may tend to depreciate the value of Phase I or any thereof;
- 4) Except for leasing or rental permitted under this Schedule E , the Purchaser shall use the Schedule 'C' Private Residence only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Schedule "C" Property and the handover of the Schedule "C" Private Residence, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.



- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Block in common with the other Private Residences and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Private Residences;
- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "C" Private Residence being ready for possession
- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Vendor cum Developer;
- 10) The Purchaser shall carry out their interior works in the Schedule "C" Private Residence only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule "C" Private Residence from the date on which the Schedule "C" Private Residence is ready for possession and upon intimation of the same by the Vendor cum Developer, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule 'C' Private Residence is handed over, shall be borne and paid by the Purchaser.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid by the Purchaser.
- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Private Residences, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully





aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor cum Developer in Phase I and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

- 16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Vendor cum Developer and thereafter the Association of Owners or maintenance agency appointed by Association of Owners ;
- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule 'C' Private Residence into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Schedule 'C' Private Residence;
- 20) That the Purchaser shall not install any additional tanks in the Private Residences.
- 21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and Phase I or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 22) The Purchaser shall keep the Schedule "C" Private Residence walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Private Residence and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Vendor cum Developer.



*[Handwritten signature]*



## ANNEXURE I

1. Sale Deed dated 20th October 2003, registered as document No. 14165 of 2003-04, in Book I, stored in C D No. 119, in the office of the Sub Registrar, Bangalore South Taluk, Bangalore.
2. Sale Deed dated 7th December 2004, registered as document No. 22375 of 2004-05, in Book No. I, stored in C D No. 117, in the office of the Sub Registrar, Bangalore South Taluk, Bangalore.

## ANNEXURE II

### STAGES OF CONSTRUCTION OF PHASE I

Payment Schedule	Milestone	Percentage
Blocking	Block Unit	1%
On Booking	On Booking	9%
First Installment	On Foundation	25%
Second Installment	On Ground Floor Roof Slab	10%
Third Installment	On Fourth Floor Roof Slab	10%
Fourth Installment	On Sixth Floor Roof Slab	10%
Fifth Installment	On Eighth Floor Roof Slab	10%
Sixth Installment	On Tenth Floor Roof Slab	10%
Seventh Installment	On Last Floor Roof Slab	10%
On Possession	On Possession	5%





### ANNEXXURE III

#### COMMON AREAS IN PHASE I and PROJECT

LOBBY

STAIRCASE

LIFT SHAFT

CORRIDORS

ATRIUMS

COVERED WALKWAYS

### ANNEXXURE IV

#### COMMON AMENITIES AND FACILITIES OF THE PROJECT

Club House for all ages  
Sky Lounge  
Multipurpose Hall  
Business Centre  
Barbecue Area  
Pool with Children's Area  
Library  
Billiards  
Board Games  
Table Tennis  
Studio for Dance / Yoga / Aerobics  
Basketball Half Court / Multi Use court  
Double Height Squash Court  
State of the Art Gymnasium  
STP  
TRANSFORMER



*Signature*



## ANNEXURE V

### TERMS AND CONDITIONS OF USE OF PURCHASER CAR PARKS

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Parks as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Vendor cum Developer in the day to day use of the Purchaser Car Parks.
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "C" Private Residence and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-roadworthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
6. Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Vendor cum Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Vendor cum Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Vendor cum Developer against any such claims and the costs thereof.
7. The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Parks so allocated and will recognise the Vendor cum Developer's right to re-allocate spaces as required.



*[Signature]*





9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Purchaser must:
  - (b) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Vendor cum Developer/Association from time to time;
  - (c) advise the Vendor cum Developer/Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Vendor cum Developer/Association, and shall notify the Vendor cum Developer/Association in the event of any change in respect of the same.
13. The Vendor cum Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
  - (a) The Vendor cum Developer/Association may vary these terms and conditions by adding, altering or deleting any of them.
  - (b) The Vendor cum Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.



## ANNEX VI

### PAYMENT PLAN FOR SALE CONSIDERATION

Payment Schedule	Land
On Booking	1505385.00
I Instalment	3763462.50
II Instalment	1505385.00
III Instalment	1505385.00
IV Instalment	1505385.00
V Instalment	1505385.00
VI Instalment	1505385.00
VII Instalment	1505385.00
On Possession	752692.50
Total	15053850.00

GST as applicable

## ANNEXURE VII

### PAYMENT PLAN FOR CONSTRUCTION COST

Payment Schedule	Construction
On booking	1115100.00
First Instalment	2787750.00
II Instalment	1115100.00
III Instalment	1115100.00
IV Instalment	1115100.00
V Instalment	1115100.00
VI Instalment	1115100.00
VII Instalment	1115100.00
Possession	557550.00
Total	11151000.00

GST as applicable





## ANNEXVIII

### OTHER COSTS CHARGES AND EXPENSES

Other Charges	
BESCOM & BWSSB Charges	796500
Advance Maintenance Deposit	796500
Club Membership Fee	300000
Legal Fees	40000
Total Car park Charges	700000
Stamp Paper Franking charges	58664
Sub Total Of Other Charges	2691664

**GST As applicable**

## ANNEX IX

### SPECIFICATIONS

#### STRUCTURE

- RCC structure with concrete / block masonry walls

#### FINISHES

- FOYER /LIVING/DINING – Imported marble flooring & skirting  
Plastic emulsion paint for walls and ceiling
- BEDROOMS-Composite / engineered wooden flooring & skirting.  
Plastic emulsion paint for walls and ceiling
- TOILETS- Master bedroom toilets- Imported designer tile flooring & dado with combination of designer tile (shower area), Bisazza / Palladio tile & plaster
- Other bedroom toilets-Imported designer tile flooring & dada
- KITCHEN- Vitrified the flooring, imported designer ceramic wall tiling, 2 ft above counter level. Plastic emulsion paint for walls & ceiling. 2 ft wide & 19 mm thick granite counter & SS sink with drain board & provision for exhaust



- STAIRCASE-Indian Green Marble for staircase. Combination of Texture paint & OBD paint for walls & OBD for ceiling
- COMMON AREAS-Main lobby: Double height floor with Italian marble & emulsion paint
- Other floors: importer marble flooring & skirting
- OBD /Textured paint for walls. OBD paint for ceiling. SS hand rail. Decks – Matt finish vitrified tile flooring. Composite / engineered wood ceiling. All walls painted in textured paint. SS handrail with glass on deck
- UTILITIES – Non-slip ceramic tile flooring & ceramic tile dado up to 1.2m height. MS hand rail. Cement based paint for ceiling and textured paint for walls

#### JOINERY

- Main door – 71/2 feet teak wood frame & veneered flush shutters, melamine polished
- Internal doors – 71/2 feet high hard wood frame & veneered flush shutters, melamine polished. Aluminum / UPVC glazed sliding windows

#### SANITARY AND PLUMBING

- CP fittings: KHOLER
- Ceramic Fittings : TOTO

#### ELECTRICAL

- All products like switch & accessories, PVS conduit, switchgear, wiring cable etc are of reputed make & confirming to ISI standards
- 8 KW EB power supply for 4 bedroom homes. Split AC units will be provided in living, dining, media room & master bedrooms.
- 6 KW EB power supply for 3 bedroom homes. Split AC units will be provided in living, dining, media room & master bedrooms.
- Split A/c provision will be provided in all rooms

#### TELEPHONE AND TV

- Provision In living rooms & all bed rooms

#### DG

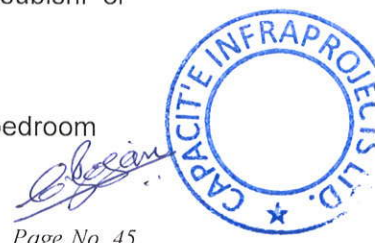
- For common area lighting, lifts & pumps. 6 KVA back up power for 4 BHK , 4 KVA back up for 3 BHK

#### LIFTS

- A 10 passenger lift & a 13 passenger lift in each tower. Fujitsu / Mitsubishi or of equivalent make

#### HOME AUTOMATION

- Provision for video door phone, lighting for living, dining & master bedroom



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

VENDOR CUM DEVELOPER



KRISHNA E CAMPUS PVT LTD

PURCHASER



CAPACITY INFRAPROJECTS  
LIMITED

WITNESSES :

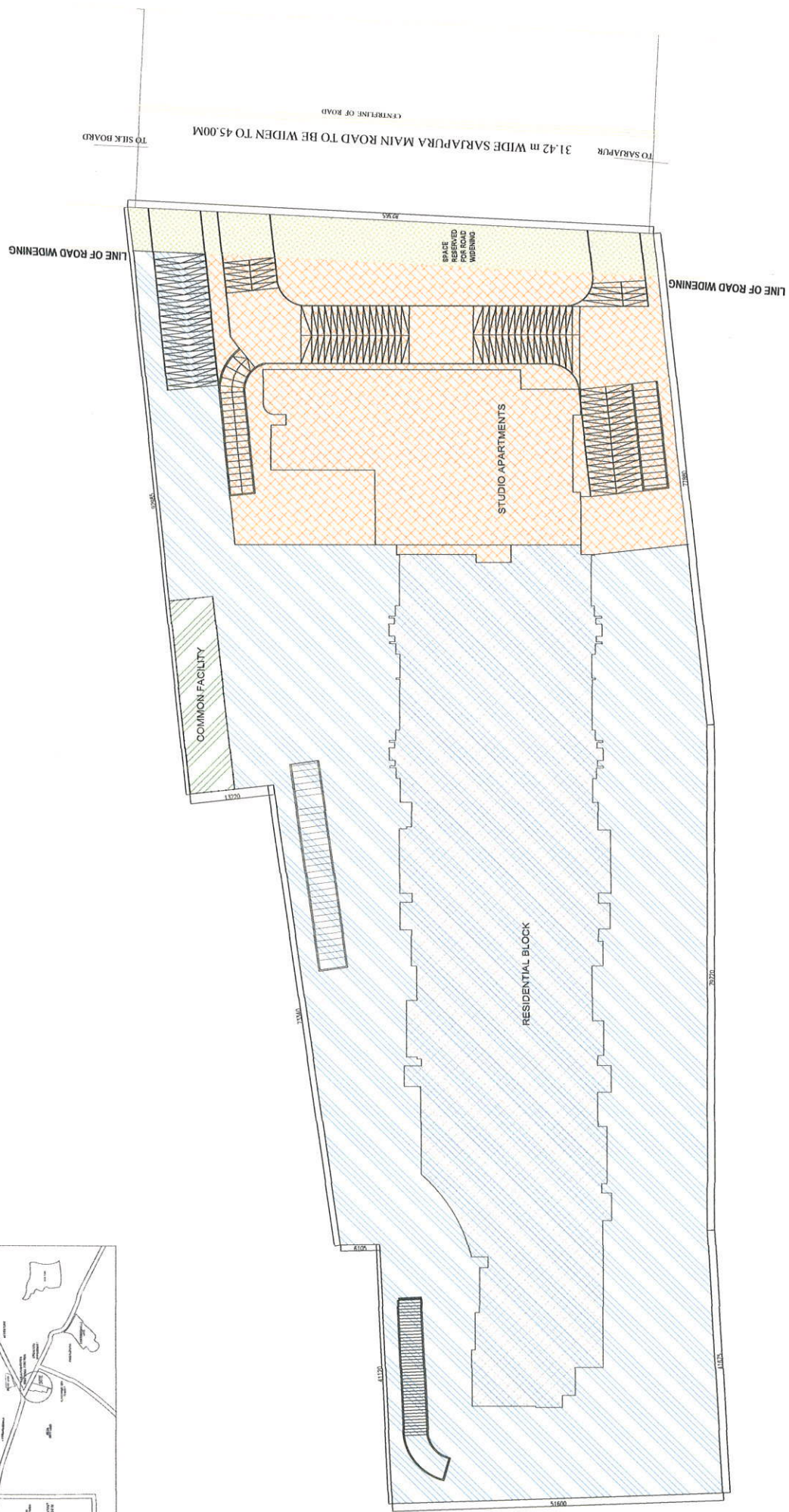
1) Shashil Kumar

NAME SHASHIL KUMAR  
ADDRESS 70, ADITYA NIVAS  
53, MANORAJANAPATH, BLK-32

2) \_\_\_\_\_

NAME  
ADDRESS Jony Jhony  
No 37, Vailbharai Chauri  
Kashipur cross road. BU-01

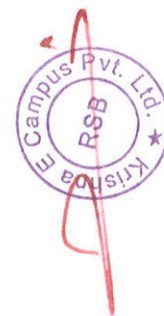




ROAD WIDENING AREA : 558.71 SQM

COMMON FACILITY AREA : 214.01 SQM

AREA ALREADY YIELDED FOR WIDENING: 265.43 SQM



Annexure A

