

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ('**AGREEMENT**') is executed at BANGALORE

M/s.Suadela Constructions Private Limited, an existing company, under the Companies Act, 2013, having Income Tax P.A.N no. AALCS0443D, having its Registered Office at No. 514, Dalamal Towers, Nariman Point, Mumbai - 400 021, and its Karnataka Regional Office at 757/B , 100 Ft. Road, HAL 2nd Stage Indiranagar, Bengaluru - 560 038 (represented herein individually and/or jointly by its Authorised Signatories Mr. Kumar Jaisom authorized *vide* Board Resolution dated 16-5-2014, hereinafter called 'The Promoter', (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, permitted assigns and nominee/s) as a PARTY of the ONE PART;

AND

1. ____ **Shamik Bhattacharya**, Aadhar No. **295338729231**, S/o **Sankar Bhattacharya**, aged about **42** years, residing at **176, Mahatab Road,, Burdwan, West Bengal, 713104**, having Income Tax P. A. No. **AIRPB9457D**

2. Ms. **Satavisa Mitra**, Aadhar No. **759913167782**, W/o **Shamik Bhattacharya**, aged about **41** years, residing at **A3-808, SNN Raj Serenity , Begur Road,, Bangalore, Karnataka, 560068**, having Income Tax P. A. No. **ALPPM6108B**

The above applicant/s represented by their Power of Attorney Holder having PAN residing at .

hereinafter singly/jointly as the case may be, referred to as '**The Allottee/s**' (which expression shall, unless repugnant to the context or meaning thereof be deemed to include his/her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns) as a **PARTY of the SECOND PART**.

OR

** M/s. _____ having CIN No. _____, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, having Income Tax P. A. No. _____, (represented herein by its Authorised Signatory Mr. _____, Aadhar No. _____, authorized vide Board Resolution dated _____, hereinafter called "the Allottee", (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s) as a **PARTY of the OTHER PART**.

OR

*****Mr. _____, Aadhar No. _____, wife/son/daughter of _____, aged about ____ years, **for self and as the Karta of the Hindu Joint Mitakshara Family** known as _____ HINDU UNDIVIDED FAMILY having its place of business/residence at _____, having Income Tax P. A. No. _____, hereinafter called "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his heirs, representatives, executors, administrators, successors in title and interest, assigns as well as

the members of the HINDU UNDIVIDED FAMILY, their heirs, executors, administrators, successors in title and interest and permitted assignees) as a **PARTY of the OTHER PART.**

OR

**** M/s. _____ a partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 1932, having its principal place of business at _____, having Income Tax P. A. No. _____, (represented herein by its Designated Partner Mr. _____, Aadhar No. _____, authorized vide Partners' Resolution dated _____), hereinafter called "**the Allottee**", (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) as a **PARTY of the OTHER PART.**

OR

**** M/s. _____ a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at _____, having Income Tax P. A. No. _____, (represented herein by its Designated Partner Mr. _____, Aadhar No. _____, authorized vide Partners' Resolution dated _____), hereinafter called "**the Allottee**", (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include their successors in title and interest, executors, administrators, permitted assignees and nominee/s, including those of the existing and future partners respectively) as a **PARTY of the OTHER PART.**

OR

{*, **, ***, ****, ***** Whichever is not applicable shall be deemed to stand deleted}

WHEREAS:

A.The Promoter herein is the full and absolute owner by title and in actual possession and enjoyment of all that Property measuring (a) 3,498.30 sq. ft out of total extent of 32 guntas in survey number 323/4(P); (b) 17,685.25 sq. ft out of total extent of 26 guntas in survey number 323/5(P); (c) 37,921.57 sq. ft out of a total extent of 1acre 9 guntas in survey number

327; (d) 29,138.15 sq. ft out of a total extent of 1acre 2 guntas in survey number 328/4(P) and (e) 8,712.17 sq. ft out of total extent of 2 acres 2 guntas in survey number 328/3(P) in all admeasuring a total of 96,955.44 sq. ft of Begur Village, Begur Hobli, Bangalore South Taluk, more fully described in the Schedule 'A' herein and hereinafter referred to as "Schedule 'A' Property" for convenience;

B.The Promoter has purchased the **Schedule 'A' Property** from its Promoter in terms of Five Sale Deeds as detailed below and more particularly stated in **ANNEXURE I** hereunder:

1.Sale Deed dated 13/11/2008 executed by H. R. Ravichandra in favour of the Promoters, registered as Document No. 1962/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 0 Acre 32 Guntas in Sy. No. 323/4;

2.Sale Deed dated 13/11/2008 executed by G. Prasad Reddy in favour of the Promoters, registered as Document No. 1966/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 0 Acre 26 Guntas in Sy. No. 323/5;

3. Sale Deed dated 13/11/2008 executed by G. Prasad Reddy in favour of the Promoters, registered as Document No. 1968/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 1 Acre 9 Guntas including 2 Guntas in Sy. No. 327;

4.Sale Deed dated 13/11/2008 executed by G. Prasad Reddy in favour of the Promoters, registered as Document No. 1963/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 2 Acres 2 Guntas in Sy.No.328/3;

5. Sale Deed dated 13/11/2008 executed by G. Prasad Reddy in favour of the Promoters, registered as Document No. 1965/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 1 Acre 2 Guntas in Sy. No. 328/4;

C.The properties purchased by the Promoters in terms of the aforesaid Sale Deeds abut and adjoin each other and forms a compact parcel and hence are together referred to as **Schedule 'A' Property**;

D.The Promoter being the owner of the **Schedule 'A' Property** and having the right to develop the **Schedule 'A' Property** will be developing a Township, consisting of residential apartment know as '**HILLCREST**' The development is hereinafter called as the 'Development' or the 'Project' and the said Project shall be known as '**HOUSE OF HIRANANDANI - BANNERGHATTA**'. The Promoter had acquired and will be acquiring several lands adjoining and abutting and nearby to **Schedule 'A' Property** for residential and other developments by integrating developments in each of the properties under common scheme of development by providing common roads, access, passages and facilities, Club House and other infrastructure for benefit of all the owners/occupants of the development including the Property described in **Schedule 'A'** herein. The Promoter reserves liberty and authority to develop the said Township Project in several phases entirely at its absolute discretion and entitled to relocate, amend, change, re-submit and/or cancel all or any of the items in the proposed development in the **Schedule 'A' Property**;

E.The development will be done in several phases utilizing such of the undivided share in each of the respective phases out of the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' as required to execute the construction in that phase. The phase/s of development would be taken up at the absolute discretion of the Promoter. The common facilities and amenities of the building will be the common amenities of that building and common amenities in the Development which are in form of common pathways, open areas shall be common to the entire Development and all the phases thereof;

F.On application made to the Bangalore Development Authority by the Promoter seeking plan approval for master development plan of the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' the Bangalore Development Authority has vide its sanction bearing No. BDA/TPM/GH-13-2009-10/3098/11-12 dated 15/09/2011 has sanctioned the development plan (hereinafter after referred to as '**The Development Plan**') and The Bruhat Bangalore Mahanagara Palike has granted the Building License to develop the Project vide approval dated 30.11.2016 bearing LP/38/2010-11; for the Development of the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' as stated above;

G.The Allottee/s has/have also been made aware that the Promoter or its nominees is or would be acquiring additional land/s which, if decided by the Promoter, would be integrated with the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' and will be part of the Development. The available FAR of the **Schedule 'A' Property** and the Additional Lands

would be consumed in the integrated development of the **'HOUSE OF HIRANANDANI - BANNERGHATTA'** and all the common amenities and facilities which are provided in the **'HOUSE OF HIRANANDANI - BANNERGHATTA'** would be available to the entire integrated development of the **'HOUSE OF HIRANANDANI - BANNERGHATTA'**. The Allottee/s has/have agreed and covenants that the Allottee/s shall not object nor raise any objections to such integration of the **'HOUSE OF HIRANANDANI - BANNERGHATTA'** and the Additional Lands. This integration of the Additional Land would not in any manner affect the Allottee/s rights to the constructed area which the Allottee/s would be entitled to construct;

H.The Allottee/s is/are and has/have also been made aware that the common amenities and facilities planned under this development is subject to technical feasibilities and approvals from competent authorities with such changes as may be required and taking into consideration the site condition and also the recommendation of the architect and or the planning authority;

I.The Promoter has informed the Allottee/s that the Promoter is developing a Club, which is a private Club, within the said Development on a portion of the **'HOUSE OF HIRANANDANI - BANNERGHATTA'** which is not part of any of the common area available in the development and that the Allottee/s shall have no right, title or interest in the Club belonging to the Promoter. The Promoter or any other company that the Promoter may give the management contract will manage this Club and its facilities. The Allottee/s will be given membership of the said Club on the terms and conditions of the Club. The membership and usage of this Club shall be available to other Allottees of the units of other blocks in the **'HOUSE OF HIRANANDANI - BANNERGHATTA'** and also to outsiders who do not own units in the **'HOUSE OF HIRANANDANI - BANNERGHATTA'**. The membership of any members shall be subject to the terms and conditions of membership of the Club as will be determined and prescribed by the Promoter or the managers of the said Club;

J.The Promoter is taking up the development of one of the residential apartment building which is named as **'HILLCREST'** utilizing the FAR of **Schedule 'A' Property**, of which undivided share is set out in the **Schedule 'B'** hereto and hereinafter referred to as the

Schedule 'B' Property. The said '**HILLCREST**' comprises of 3 blocks, each block having 3 basements, Ground and 27 upper floors and being constructed on the **Schedule 'A' Property**;

K.The Allottee/s is/are and has/have also been made aware that the common amenities and facilities planned under this development is subject to technical feasibilities and approvals from competent authorities with such changes as may be required and taking into consideration the site condition and also the recommendation of the architect and or the planning authority;

L.The Promoter as aforesaid acquired the **Schedule 'A' Property** to undertake development therein into residential buildings and secured a License and Plan sanctioned from Bangalore Development Authority vide No. BDA/TPM/GH-13-2009-10/3098/11-12 dated 15/09/2011 & The Bruhat Bangalore Mahanagara Palike has granted the Building License to develop the Project *vide* approval dated 30.11.2016 bearing LP/38/2010-11; for construction of Three Blocks of Residential Apartment Buildings identified as 'A' 'B' and 'C' each block comprising of Three Basements, Ground and Twenty Seven Upper Floors and identified the same as '**HILLCREST**' and the entire development forming part of '**HOUSE OF HIRANANDANI - BANNERGHATTA**';

M.The Promoter evolved a scheme of ownership of Residential apartments in '**HILLCREST**' being developed in **Schedule 'A' Property** in terms of which any person desirous of owning an apartment in '**HILLCREST**' above is required to purchase from the Promoter the proportionate undivided interest in **Schedule 'A' Property** by entering into an Agreement for Sale with the Promoter, by virtue of which such Allottee/s gets a right to get constructed the corresponding apartment in '**HILLCREST**' chosen by the Allottee/s exclusively through the Promoter. Upon such sale in the overall scheme, the entire **Schedule 'A' Property** will be jointly owned and held by the owners of the apartments built therein and each of them having a definite undivided share in the **Schedule 'A' Property** and absolute ownership to the respective Apartments with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, access, etc., within the **Schedule 'A' Property** and the dedicated roads in the '**HOUSE OF HIRANANDANI - BANNERGHATTA**'. The scheme as described above forms basis of

sale and ownership of the Apartments in '**HILLCREST**'. The Promoter has worked out the proportion of undivided share to be held in each of the portion of **Schedule 'A' Property** based on the construction;

N.The Allottee/s, being desirous of joining the Scheme, being satisfied with the title of the Promoter and the Owner in respect of the **Schedule 'A' Property**, the Development Plan sanctioned by the BDA, and the proposed development of the **Schedule 'A' Property** into town ship, that is to be developed in phases utilizing the FAR as stated in the earlier paragraphs. The Allottee/s is/are satisfied with the title of the Promoter and the Owner to the **Schedule 'A' Property** being good and marketable. The Allottee/s has/have understood the sanctioned plans and the scheme that has been formulated by the Promoter of the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' of the Development. The Allottee/s has/have understood that for the Development, the Owner and the Promoter has utilized the undivided share set out in the **Schedule 'B'** out of '**HOUSE OF HIRANANDANI - BANNERGHATTA**' and the FAR applicable to the **Schedule 'A' Property**. The Allottee/s herein who has/have agreed to purchase undivided share set out in the **Schedule 'B' Property** shall have no right title or interest in the remaining extent of the '**HOUSE OF HIRANANDANI - BANNERGHATTA**'. The Allottee/s has/have further confirmed that Allottee/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s) and on advise of competent legal counsel/ advocate engaged by Allottee/s has/have approached and offered to purchase the **Schedule 'B'**;

O.The Allottee/s has/have already scrutinized/verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project and also the Allottee/s has/have understood and agreed to the Schedule of Payment mentioned in **Annexure IV** hereunder;

P.The Promoter has formulated a scheme for the development of the said land in a phased manner and is developing a Complex known as the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' together with certain shared facilities and amenities on the said land

(hereinafter referred to as '**The said Complex**') consisting of various residential and /or commercial buildings, common compound, entrances, lobbies, staircases, passage and in accordance with the said scheme of development, persons desirous of owning an apartment in said complex shall have to join the scheme of development by executing the agreements as mandated under the Karnataka Apartment Ownership Act, 1976 and the rules framed thereunder;

Q.The Allottee/s has/have applied to the Promoter *vide* Booking Application dated **02-11-2020** for the construction and allotment of Apartment No. **Hillcrest C - 2702** having carpet area of **133.31** Sq. Mtrs. equivalent to **1435.00** Sq. Ft. along with an exclusive Balcony /Deck area admeasuring **20.16** Sq. Mtrs. equivalent to **217.00** Sq. Ft. on the **27** floor (hereinafter referred to as '**The said Apartment**') of the Building No.3 as per the Development Plan, and known as '**HILLCREST**' (hereinafter referred to as '**The said Building**'). The Promoter have agreed to transfer to the Allottee/s, in and out of the **Schedule 'A' Property, 'Undivided Share'** (hereinafter referred to as '**UDS**') admeasuring **28.72** Sq. Mtrs equivalent to **309.17** Sq. Ft. and more particularly described in the **Schedule 'B' Property** hereunder.

R.The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the **Schedule 'A' Property** on which the Project is to be constructed have been completed;

S.The Allottee/s acknowledges that the Promoter has provided all the necessary information and clarifications as requested by the Allottee/s and that the Allottee/s is/are fully satisfied with the same and the Allottee/s has/have relied on his/her/ its/their own judgment and investigation in deciding to enter into this Agreement and has not relied upon and is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever (whether written or oral) made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Complex/said Project/said Apartment. No oral or advertorial representations or statements other than what is explicitly enshrined herein shall be considered to be a part of the Promoter's obligations under this Agreement;

T.The Allottee/s hereby further confirms to the Promoter that the Allottee/s is/are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc.,

applicable to the said land including the **Schedule 'A' Property** in general and the said Complex/said Project/ said Apartment, and this Agreement in particular and that the Allottee/s has clearly understood his/her/its/their rights, duties, responsibilities, obligations and undertakes to abide by all the terms and conditions and stipulations contained hereunder in each and all of the clauses of this Agreement;

U.The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:

1.ALLOTMENT:

1.The Promoter hereby agrees to allot and deliver to the Allottee/s, the Apartment bearing No. **Hillcrest C - 2702** , having Carpet Area of **133.31** Sq. Mtrs equivalent to **1435.00** Sq. Ft. as per the Specifications mentioned in the **Annexure II** hereunder along with an exclusive Balcony/Deck area admeasuring **20.16** Sq. Mtrs equivalent to **217.00** Sq. Ft. on the **27** floor (hereinafter referred to as '**The said Apartment**') of the Building No. 3 as per the Development Plan and known as '**HILLCREST**' (hereinafter referred to as '**The said Building**'), which said Apartment is more particularly described as the **Schedule 'C' Property** hereunder, as shown in the Floor Plan hereto annexed and marked as **Annexure III** along with the right to use the **Basement /Stilt/Open Car parking Nos. 2** (hereinafter referred to as '**The Said Car Parking**') along with corresponding Undivided Share in the land (hereinafter referred to as '**UDS**') admeasuring **28.72** Sq. Mtrs. equivalent to **309.17** Sq. Ft. within and out of the **Schedule 'A' Property** more particularly described as the **Schedule 'B' Property** defined hereunder, to the Allottee/s at the cost of the Allottee/s.

2.It is further agreed that the said Apartment, the said Car Park and the UDS cannot be alienated separately by the Allottee/s and/or his/her/its/their successors, assigns, executors, heirs, administrators and/or legal representatives.

3.The Promoter's obligations under this Agreement shall be construed to be subject to the due performance by the Allottee/s of the terms and conditions and obligations contained in this Agreement.

2.CONSIDERATION AND OTHER RELATED PAYMENTS:

The consideration of the Apartment along with corresponding Undivided Share in the land is **Rs. 10523125/- (Rupees One Crore Five Lakh Twenty Three Thousand One Hundred Twenty Five)**. The consideration of the Apartment includes the following amounts, which the Allottee/s agrees to pay to the Promoter as per Schedule of Payment given hereunder in **Annexure IV**.

3.NATURE OF RIGHT OF USAGE:

1.It is agreed that the buildings to be constructed on **Schedule 'A' Property** shall be held by all the apartment owners in the respective blocks/buildings and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Allottees. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

2.It is explicitly made clear and agreed between the parties that Allottee/s shall not have any right and interest in the Terrace of any blocks of buildings at '**HILLCREST**'. The right to use the entire Terrace shall exclusively vest with the Promoter and they shall have the right to permit the exclusive usage of the same to the Allottees who have specifically acquired such rights.

3.The Allottee/s agree/s to own and enjoy **Schedule 'A' Property** to be sold in common with other owners or Allottees of undivided shares in **Schedule 'A' Property** and shall be entitled to all those such Rights as stated herein and the Allottee/s be liable to comply and adhere to the restrictions and obligations imposed on the Allottee/s The rights and obligations so detailed hereunder are common to all apartment owners in '**HILLCREST**'. The Promoter however shall be entitled to confer additional benefits and rights to specific Allottees at their discretion.

4.The Car parking areas provided in the Property are for the benefit of all the Allottees / occupants of the apartments in the '**HILLCREST**'. The car parks allotted to each of the buyers/ owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment the user of car parking would result in

disharmony and periodical disputes amongst the owners/users of the apartments. In view of the same the Allottee/s has/have agreed to enjoy the car parking as specifically ear marked for him/her/them. The Allottee/s has/have irrevocably authorized the Promoter to earmark Car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. The Allottee/s declare/s that he/she/they is/are bound by such earmarking of parking spaces and will not question the authority of Promoter in doing so and further desist from making any issue or claims in respect thereto and in the event of Promoter being exposed for any monetary or claim pursuant to such earmarking of parking spaces, the Allottee/s agree/s and bind himself/ herself / themselves to indemnify and keep the Promoter indemnified from such claims and demands at all times. Hence, the Promoters are allotting exclusive car parking areas at the Basement Level and Ground Level and also Surface Parking if any on the spaces left open after construction of the Apartment building to the Allottee/s who specifically apply for the same and the Allottee/s shall not object to such allotment. The parking space earmarked to Allottee/s is/are for exclusive use and enjoyment by Allottee/s and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. The parking area earmarked for the Allottee/s by the Promoter is binding on the Allottee/s and agree/s to receive the same without any objection. The Promoter shall, upon completion of the building and forming of the society/Owners Association, hand over the parking areas demarcated to the said society/Owners Association formed and thereafter, in the event the Allottee/s is/are prevented from using/enjoying the car parking area earmarked, the Promoter shall not liable or responsible for the same and it shall not result in any claims against the Promoter and/or it will not affect the Sale Deed to be executed. The Allottee/s has/have agreed not to hold the Promoter responsible for any disturbance in enjoyment of Car Parking area. The Allottee/s has/have agreed for earmarking the car parking subject to what is stated above and hence the Promoter have earmarked accordingly.

5.The Allottee/s further covenant/s to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, clubhouse etc. in '**HILLCREST**' in common with other owners and other occupants of '**HOUSE OF HIRANANDANI - BANNERGHATTA**'. The Allottee/s shall not place objects/things / articles which hinder free use of any common amenities.

6.The Garden Areas and other greenery abutting the buildings in '**HILLCREST**' are for common use and enjoyment of the owners of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the owners of the respective Blocks in **Schedule 'A' Property** shall enclose the Blocks with any compound or fencing.

7.The specific and general rights arising out of this Agreement in favour of the Allottee/s is/are confined only with respect to the **Schedule 'B' & 'C' Property** and Allottee/s shall not be entitled to claim any right or interest or title of whatever nature in respect of rest of the land and / or areas or development in '**HOUSE OF HIRANANDANI - BANNERGHATTA**'. The Promoter is free and entitled to carry on any development activities on at any time as they deem fit and the Allottee/s of the **Schedule 'A' Property** will not have any right to object such development or claim any interest therein. The Promoter has reserved the right of usage of roads and passages and facilities in the '**HOUSE OF HIRANANDANI - BANNERGHATTA**' in perpetuity for purposes of supporting the development and maintenance of services in **Schedule 'A' Property**. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land in **Schedule 'A' Property** and is irrevocable under any circumstances whatsoever and the Allottee/s shall not have the right to question such use and enjoyment of the same by the Promoter or persons claiming under them at all times.

8.The Allottee/s shall not require or undertake before/after delivery of possession of **Schedule 'C' Apartment** any additions/ deletions/ modifications/ changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external / internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Promoter.

9.Upon handing over **Schedule 'C' Apartment**, the Allottee/Owner/s shall not make any structural alterations to the **Schedule 'C' Apartment** and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Allottee/s while carrying on the interior decoration work within the **Schedule 'C' apartment** and shall not cause any nuisance annoyance to the occupants of the other apartments in the building and

shall not use the common areas, roads, open spaces in '**HOUSE OF HIRANANDANI - BANNERGHATTA**' or in the **Schedule 'A' Property** for dumping materials/debris etc. The Allottee/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/ prescribed by the Promoter or the agency appointed periodically for the maintenance of all common areas and facilities in '**HILLCREST**'.

10.All interior related works that the Allottee/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Allottee/s by the Promoter. The Allottee/s shall carry out interior works all days except Sundays during the day time between 9 A.M. and 6 P.M. The Promoter shall not own any responsibility for any breakages; damages caused to any of the finishing works or to the structure already handed over to the Allottee/s but originally carried out by the Promoter. The Promoters are not answerable for any thefts during the course of the interior works.

11.The Allottee/s shall not, without the prior written consent of the Promoter make any structural alterations or additions to the **Schedule 'C'** Apartment or permanently remove there from any fixtures or fittings provided therein if any. However, the Allottee/s may undertake temporary partitions, or install any electrical equipment required for Allottee/s operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Allottee/s shall carryout; at his/her/their own cost and expenses without claiming any reimbursement from the Promoter, minor non-structural additions or improvements to the **Schedule 'C'** Apartment. The Allottee/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.

12.The Promoter shall have right to make any alterations improvements, additions, repairs whether structural or non - structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in **Schedule 'A' Property** and/or in other Blocks in '**HILLCREST**' and the Allottee/s shall have no objection/make any claims in respect thereto.

4.CONSIDERATION AND PAYMENT OF INSTALMENT :

1.The total sale consideration for the sale of the **Schedule 'C' Property** shall be Rs **10523125**-/which shall be paid in instalment set out in **Annexure IV** hereto;

2.As on date hereof the Allottee/s has/have paid a sum of Rs. **16888778.02/- (Rs. One Crore Sixty Eight Lakh Eighty Eight Thousand Seven Hundred Seventy Eight)** towards Booking/Earnest Money or part thereof and being part payment of the Total Sale Consideration . The Allottee/s hereby agrees to pay to the promoter the balance amount of the Total Sale consideration of Rs. /-(**Rs. One Lakh Eleven Thousand Two Hundred**) (hereinafter referred to as '**Balance Sale Consideration**') for the purchase of the said apartment in manner set out in **Annexure IV** (Payment Schedule) here under written.

3.The Allottee/s has/have assured the Owner and the Promoter that the balance of the consideration will be paid by the Allottee/s to the Promoter as per the payment Schedule **Annexure IV** hereto, time of payment of each instalments being the essence of the contract in view of the Scheme.

4.The Allottee/s shall be liable to pay betterment charges, cesses, levies, duties, taxes (or by whatever name it may be called) etc., which may be levied by the government/statutory authorities at later stage subsequent to this date in respect of the transaction herein contemplated with regard to the said Apartment to the Promoter and/or concerned authorities as and when demanded, whether by the Promoter and/or the concerned authority/ties.

5.Corporus Fund collected from Allottee/s would be deposited in a separate Account for using the same with accrued interest for major expenditure for up-keep of facilities. The Allottee/s shall also be liable to pay an advance for within **Zero** months on account of Ad-hoc Maintenance charges towards common area, electricity bills, common area maintenance charges and pro rata share of the Allottee/s for the amenities and facilities created by the Promoter in the Township and other expenses for all other areas to be maintained by the Promoter, till the date the Owners Association shall be handed over the charge of the said building as per the terms and conditions hereof. It is however agreed that in case of any short fall in these amounts, the same will be paid by the Allottee/s on monthly advance basis and as demanded by the Promoter. All statutory dues and utility charges shall be paid directly by the Allottee/s.

6.The Allottee/s shall in addition to payment of cost of construction, pay stamp duty payable on this agreement, pay proportionate cost towards Development charges as demanded by the concerned authorities, generator charges, installation of reticulated gas connection and other utilities and facilities to **Schedule 'C'** Apartment. In addition, the Allottee/s agrees/s to pay

service charges, incidental expenses to the Promoter to obtain the infrastructure connections from the concerned statutory authorities. The Allottee/s herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Bangalore Electricity Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board and other Authorities as required by the Promoter. In respect of taxes applicable on this Agreement, the same shall be paid by Allottee/s as and when demanded by the Promoter. The Allottee/s agrees and undertakes to pay all government rates, taxes on land, municipal tax, property taxes or levies of all and any kind by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority of the said Block/said Apartment and/or as the case may be as in case assessable or applicable from the date of the Application and the same shall be paid on pro-rata basis and the determination of proportionate share by the concerned authority and demand thereof shall be final and binding on the Allottee/s.

7.The Allottee/s further agree/s to pay additional sums to the Promoter in case the Promoter finds that the deposits paid are exhausted and/or not sufficient to meet the outgoings and expenses referred to above. Any surplus or balance deposit paid towards maintenance of common services will be transferred by Promoter to the Owners' Association on its formation.

8.All payments shall be made by Cheque or Demand Draft payable in favour of the Promoter. In cases of out station Cheque or Demand Draft or Wire Transfer, the collection charges, if any will be debited to the Allottee/s account and credit for the payment made will be given on net credit of the amount. In case of the first time of a cheque being dishonoured, a sum of Rs. 500/- (Rupees Five hundred only) would be debited to the Allottee's account. In the event of a cheque being dishonoured for the second time, a sum of Rs. 1000/- (Rupees One Thousand Only) would be debited to the Allottee's account. This is without prejudice to the right of the Promoter to terminate this Agreement as breach on the part of the Allottee/s.

9.The Allottee/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil their obligations

under this Agreement. The Allottee/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Allottee/s alone shall be liable for any action under FEMA. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee/s and such third party shall not have any right in this application/allotment of the **Schedule 'C'** Apartment in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only.

10. LOAN :

a.If the Allottee/s is desirous of obtaining a loan to finance the payments of the construction of the said Apartment, the Allottee/s shall make a written application for such loan (hereinafter called '**The Loan**') from a bank, housing finance company, housing finance society or a financial institution (hereinafter called '**The Financier**') and if the Loan is obtained the Allottee/s shall, execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses etc., in respect thereof.

b.The Allottee/s undertakes to do all acts, things and take all steps that are required to get the loan disbursed to the Promoter without any delay and in the manner mentioned in Clause above.

c.Notwithstanding whether the Loan is obtained or not, the Allottee/s shall still be primarily liable to pay to the Promoter on the due dates all the instalments and all other sums due under this Agreement and/or the Agreement to Sell and in the event if there is any delay and/or default is made in payment of such amount/s, the Allottee/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement and/or in the Agreement for Sale.

d.If the Allottee/s fails to obtain the Loan for any reasons whatsoever, the Promoter shall not in any way be liable to the Allottee/s for any loss damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this agreement.

e. The Promoter is entitled to raise finance, facilities, funding from any bank/s, financial institution/s, private financiers and/ or others as the Promoter may deem fit and proper by mortgaging the said **Schedule 'A' Property** and the proposed building being constructed on the **Schedule 'A' Property**. And the Promoter shall before the handing over the possession of the said Apartment to the Purchaser, procure the release of such charge, if any.

5.DELAY AND DEFAULT IN PAYMENT AND CONSEQUENCES :

1.In the event of there being any breach of any of the terms of this Agreement or any delay or default by the Allottee/s in payment of the sale consideration or any instalment thereof or any other payments as provided elsewhere in this Agreement, on the due dates, for whatsoever reasons, it shall be construed as the breach of contract committed by the Allottee/s and without prejudice to any other rights of the Promoter, the Allottee/s agrees that the Promoters at its discretion/option may;

a,Either continue with this contract and claim the amounts in default/arrears with interest on the defaulted instalments at the rate of 12% per annum from the date of default to the date of payment. In case of the Allottee/s becoming due to pay the interest as set out in this clause, the Allottee/s agrees that amounts paid by the Allottee/s would be firstly adjusted towards the interest payable by the Allottee/s and the balance amount will be adjusted towards the instalment due and if there is any shortfall of the instalment the Allottee/s will be required to pay such shortfall immediately to make up the instalment/s which are due and payable. The Allottee/s has/have agreed that acceptance of any delayed instalment with interest due thereon shall not be considered as the waiver of the right of the Promoter to terminate this Agreement for reasons of any subsequent breach of the Allottee/s.

-OR-

b.In the event of the Allottee/s not rectifying the breach within 15 days notice to rectify the breach, the Promoter at its sole discretion/option will be entitled to terminate this Agreement and treat a sum equivalent to 20% of the entire sale consideration as forfeited and adjust it as pre-estimated liquidated damages which the Parties agree as the true and reasonable pre-estimated damages that will be suffered by the Promoter as the result of the Allottee's default. In addition to the pre - estimated liquidated damages, the Allottee/s will also be liable to pay all statutory payments and such applicable taxes etc. ('The Statutory Payments') till that date and that the Promoter will not be liable to refund any of the Statutory Payments received from the Allottee/s. The Allottee/s has/have been made aware that the Statutory Payments are to be deposited with the authority and they are not refundable by the Statutory Authority. In the event of any interest paid by the Allottee/s on the earlier instalment the same will also not be part of the amount to be refunded under on termination. The pre-estimated liquidated damages and the Statutory Payments will be deducted from and out of the money paid by the Allottee/s towards the instalment. Immediately on the termination under this clause the Promoter will be entitled to deal with the Schedule 'C' Property,

including selling the same to anybody under the Scheme, without any further reference to the Allottees. The balance money, if any, due to the Allottee/s shall be paid within eight weeks of the termination of this Agreement.

2.If the amount of the liquidated damages under clause 5.1 (b) is more than the amount paid by the Allottee/s under this sale Agreement, then, the Promoter will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the Allottee/s.

3.In case of violation of the terms in the Agreement to Sell by the Allottee/s the terms in this Agreement shall be deemed to have been violated and hence stand terminated automatically without notice and consequences of termination as detailed in the said Agreement will be applicable.

4.Upon termination of this Agreement the Allottee/s shall not have any claims over the Schedule 'B' and 'C' Properties and/or Promoter and/or under Agreement to Sell. The Promoter shall be entitled to deal with third parties Schedule 'B' and 'C' Properties as it may deem fit for its benefit without reference to Allottee/s.

5.However, if the Allottee/s pays up the arrears and taxes within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for default alone and this Agreement continues to be valid.

6.However, the Promoter at its discretion, may condone the delay and agree to receive the unpaid sums with interest at 12% per annum from due date till repayment in full and in one lumpsum of all the unpaid sums.

7.In case the Allottee/s cancel/s this Agreement, the Promoter is entitled to forfeit from the amounts paid/recover the amounts from the Allottee/s equivalent to 20% of the cost of construction stipulated herein as liquidated damages and refund the balance sum due if any.

6.UNDIVIDED SHARE:

The Owner and the Promoter have informed the Allottee/s and the Allottee/s is/are fully aware that the undivided share agreed to be sold in Schedule 'A' Property hereunder is proportionate to the size of the Schedule 'C' Apartment to be constructed on the Schedule 'A' Property.

7.NO RIGHT TO PARTITION:

The sale of the Schedule 'B' Property is only to enable the Allottee/s to get constructed the Schedule 'C' Apartment and as such the Allottee/s shall not seek partition or division or separate possession in respect of any portion of the Schedule 'B' Property under any circumstances;

8.TITLE & TITLE DEEDS

The Promoter covenant that they are the sole and absolute owners of the Schedule 'A' Property and are absolutely entitled to the same. It is confirmed by the Allottee/s that prior to the execution hereof, the Allottee/s has got himself/herself/themselves examined and verified and subsequent thereto the Allottee/s is satisfied about all the title deeds, approvals, etc. pertaining to the Schedule 'A' Property and has/have satisfied himself/herself / themselves about the right, title and interest of the Owner with respect to the Schedule 'A' Property and has / have unconditionally agreed and accepted the same to be clear and marketable and free from all kinds of encumbrances. Annexed hereto as Annexure V is the Certificate of Title dated 16/08/2011 issued by Amarchand & Mangaldas & Suresh A. Shroff & Co., Advocates of the Owner, certifying clear and marketable title of the Owner in respect of the Schedule 'A' Property. The Promoter confirms that as on date they are in absolute possession of the Schedule 'A' Property.

9.All costs, charges, expenses, Stamp duty, Registration charges, works contract taxes, sales taxes and all other kinds of taxes, further all costs, charges, expenses, taxes levied thereon, and/or all other kinds of cess or charges (as may be payable to any concerned authorities whether existing and/or as may be imposed at any time hereafter) and relating to the transaction herein contemplated between the Allottee/s and the Promoter in respect of the said Apartment including for registration of undivided share in favour of the Allottee/s in respect of the sale of the Schedule 'B' & 'C' Property shall be borne by the Allottee/s alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

10. RIGHT OF THE PROMOTER TO DEVELOP HOUSE OF HIRANANDANI - BANNERGHATTA AND COMMON AMENITIES:

a. The Allottee/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction of the building / buildings/development activities or any part thereof done by the Promoter herein in any other parts of the 'HOUSE OF HIRANANDANI - BANNERGHATTA';

b. The Allottee/s agrees that the Promoter will be entitled to free un interrupted access, at any point of time for the development of the remaining phases of the Development through all the common areas of the Schedule 'A' Property and 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

c. The Allottee/s is fully aware that the Promoter will be developing the remaining area of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' or any additional lands after excluding the area on which the Development is being done taking into consideration the consumption of the FAR or the undivided share set out in the Schedule 'A' Property with such variation taking into consideration the change in FAR norms or purchase of TDR. The Allottee/s assures they have no objection to the Owner and the Promoter taking up the development of the remaining of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' or any additional lands and applying for the sanctions and permission for the development on the remaining of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' utilizing the unutilized FAR of the 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

d. The Allottee/s further agrees and covenants that the Owner and or the Promoter and or any one claiming through them to the usage of the common amenities as applicable to the including roads, right to draw water, sewerage, electricity lines, data, voice, etc., lines and cables as the case may be for the balance of the Development undertaken by the Promoter in the remaining of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' or additional lands.

e. That the Allottee/s is/are fully aware that the Development is being done in phases / stages and that the construction of all the blocks will not be completed at the same time. The Allottee/s is/are also aware and agrees that the common amenities and facilities in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' shall be completed in phase wise and

by the end of the complete Development and not at the time of Schedule 'A' Property. The delay in the completion of the common amenities and facilities in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' shall not give any right to the Allottee/s to claim any damages on the Owner/or the Promoters.

f.The Promoter reserves the exclusive and absolute right, power and authority to develop the remaining portions of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' in various stages from time to time and retain portions thereof for any purpose and exploit the same now or later and deal with the same in the manner it deem it fit in which none of the Allottees of Schedule 'A' Property or any other buildings in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' would have any right or objection or concern therein.

g.The Allottee/s shall have no right or authority or interest of any nature whatsoever in the developments envisaged in the remaining portions of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' and the same are specifically excluded from the scope of this agreement. The Allottee/s acknowledge/s that the ownership of such land, areas, facilities and amenities shall vest solely with Owner and/or their transferees and they alone shall have absolute right and authority to deal with the same, including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, lease, joint venture, collaboration or any other mode.

h.The Promoter as aforesaid will develop other buildings in balance portions of 'HOUSE OF HIRANANDANI - BANNERGHATTA' and reserve easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Allottee/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in 'HOUSE OF HIRANANDANI - BANNERGHATTA' by the Owner or their transferees and/or persons claiming under them.

11.CLUB AND MEMBERSHIP OF THE CLUB:

1.The Allottee/s is fully aware that the Promoter will be constructing a private Club on the land belonging to the Promoter or the Promoter having rights thereto which would be part of

the 'HOUSE OF HIRANANDANI - BANNERGHATTA'. The said Club will be operated by the Promoter or any operator that the Promoter may appoint. The Allottee/s herein by virtue of acquiring the Schedule 'C' Apartment, will be required to take the membership of such Club on a one time subscription of Rs. Zero/= (Rupees Zero Only).. The Allottee/s shall on becoming a member shall be bound by the rules and regulations of the Club. The Allottee/s will be required to pay the annual membership charges/and other usage charges of the facilities provided in the club as applicable to all the member of such Club. The Allottee/s is/are fully aware that the Club is a private club and is not part of the common amenities and as such the Purchase/s or any one claiming through the Allottee/s will not be entitled to claim any kind of right, title or ownership in such Club. The Promoter will be entitled to offer membership of the Club to the Allottee/s of the other development in the Larger Property and to any third party members who may not be the Allottee/s in the Development. The fundamental use of the Club shall be in the manner set out below:

a. In the event of the property is purchased by a partnership firm then in that event any one partner of any one authorized representative of the said partnership firm occupying the Schedule 'C' Apartment would be entitled to use the said Club.

b. In the event of the apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the said company shall be entitled to the use of the said Club.

c. In case of inheritance of the said apartment, then in that event, the person inheriting and occupying the Schedule 'C' Apartment shall be entitled to membership of the said Club.

d. In the event of there being any co - owner of Schedule 'C' Apartment then in that event such co-owners occupying the apartment will be entitled to the use of the said Club. In any other case like tenancy, lease, license etc, the occupier of the Schedule 'C' Apartment will be entitled to the use of the said Club.

e. The Owner and the Promoter shall have a perpetual right of ingress and egress to the Club House by using the roads and other facilities in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' by themselves and by their agents, servants, members, invitees, guests, visitors authorized/permitted by them etc.

f.It is clarified that non-completion or non-operation of Club House or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Allottee/s shall take possession of the Schedule 'C' Apartment even if Club House and above facilities are not complete or non-operational.

12.LIMITED COMMON AREA RIGHTS:

The Allottee/s agree/s that the earmarked car parking spaces in the basements being part of the common area being treated as the limited common area which the Promoter will allot for the exclusive use of the Allottees. The Allottee/s agree/s that they shall at no time before or after the completion of the Project and or the formation of any Association / Condominium / Organisation of owners, claim any rights thereto or deprive the Allottees of the said car parking spaces; The Car parking areas provided in the property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The Car parks are allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and regular disputes amongst the owners/users of the apartments. In view of the same the Allottee/s has/have agreed to enjoy the Car parking areas specifically earmarked for him/her/them. The Allottee/s has/have irrevocably authorised the Promoter to earmark Car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. The Allottee/s declare/s that he/she/they is/are bound by such earmarking of parking spaces and will not dispute the authority of Promoter in doing so and further desist from making any issue or claims in respect thereto and in the event of Promoter being exposed for any monetary or claim pursuant to such earmarking of parking spaces, the Allottee/s agree/s and bind himself/herself/themselves to indemnify and keep the Promoter indemnified from such claims and demands at all times .In view of the specific declaration by the Allottee/s as aforesaid , the Promoter are allotting exclusive car parking areas at the Basement Levels and Ground Level and also Surface Parking if any on the spaces left open after construction of the Apartment building to the Allottee/s who specifically apply for the same and the Allottee/s shall not object to such allotment. The parking space earmarked to Allottee/s is/are for exclusive use and enjoyment by Allottee/s and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. The parking area earmarked for the Allottee/s by the Promoter is binding on the Allottee/s and agree to use the same without any objection. The

Promoter shall, upon completion of the building and forming of the society/Owners Association, hand over the parking areas demarcated to the said society/Owners Association formed and thereafter, in the event the Allottee/s is/are prevented from using/enjoying the car parking area earmarked, the Promoter shall not be liable or responsible for the same and it shall not result in any claims against the Promoter and/or it will not affect the Sale Deed to be executed. The Allottee/s has/have agreed not to hold Promoter liable or responsible for any disturbance in enjoyment of Car Parking area. The Allottee/s has/have agreed for earmarking the car parking subject to what is stated above and hence the Promoter have earmarked accordingly.

13.FORMATION OF ASSOCIATION AND MEMBERSHIP OF ASSOCIATION :

1.The Allottee/s has/have been informed and the Allottee/s has/have agreed that the Promoter would be creating an association of members under the Karnataka Apartment Ownership Act, 1976 or any other act as the Promoter is advised for the maintenance of the development of the Schedule 'A' Property and also the 'HOUSE OF HIRANANDANI - BANNERGHATTA'. The formation of such association may be for the 'HOUSE OF HIRANANDANI - BANNERGHATTA' as one association being the Apex Association with separate committees being formed for each of the development in the 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

2.The Allottee/s agrees that the Allottee/s shall become member of the Association of Owners formed for the maintenance of all the common amenities, facilities etc of the Schedule 'A' Property and 'HOUSE OF HIRANANDANI - BANNERGHATTA'. The Allottee/s on taking conveyance of the Schedule 'B' & 'C' Property would automatically become members of such association and the Allottee/s shall execute all required documents to become and continue to be the member of such association and complying with the rule, regulation and bye laws framed thereunder.

14.COMMON MAINTENANCE & CORPUS DEPOSIT:

1.The Promoter will undertake maintenance and upkeep of common areas and roads and facilities in 'HILLCREST' in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice for a period of eighteen months from the date of completion of the respective building and thereafter entrust the same to the Association to be formed by the Owners of Apartments in such building in 'HILLCREST'. The Allottee/s shall pay to Promoter or Maintenance Company or Owners' Association as the case may be,

proportionate sums for maintenance of common areas and facilities in 'HILLCREST'. The Allottee/s shall also pay to the Promoter or Maintenance Company appointed by the Promoter, proportionate sums for Ad-hoc maintenance charges Rs. 0(Rupees Zero only) for maintenance of common areas and facilities at 'HOUSE OF HIRANANDANI - BANNERGHATTA' from the date of possession of the Apartment is ready for which a notice is served on the Allottee/s or possession is handed over or deemed to have been handed over shall be liable to bear proportionately share and pay for the common expenses/maintenance expenses to the Promoter /the Agency appointed by the Promoter for maintenance of all the common areas and facilities in 'HILLCREST'.

2.The Allottee/s shall hand over Rs. 110900/- to the Promoter as Corpus Fund for the said Building 'HILLCREST' at the time of handing over possession of the said Apartment to the Allottee/s. The Corpus Fund shall be utilized by the Promoter towards major expenditure in maintenance of the said Building 'HILLCREST' and other infrastructural facilities and amenities in the said Complex. The Promoter shall transfer the residual amounts after deducting any expense incurred, without any interest, to the 'Association of Apartment Owners' as and when formed. The Association when formed may decide to enhance the corpus and such increased corpus amount will be paid by the Allottee/s. The Allottee/s understands the importance of the deposit amount as the same is required towards a corpus meant for contingencies including but not limited to major or capital expenditure.

3.It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove and/or any other amounts/deposits which are not referred to therein become payable, for any reason including for the efflux of time, then the Allottee/s shall be liable to bear and pay the same within 30 (thirty) days from receipt of the Promoter's written intimation in this regard.

4.The Promoter shall utilize the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Allottee/s under this clause shall not carry any interest, and shall remain with the Promoter until the 'Association of Owners' is formed. Thereafter, the residual balance out of the aforesaid deposits (i.e. less deductions by way of expenditures already incurred as provided for in this Agreement) shall be paid over by the Promoter to the said Association. The Promoter shall not be required to render the account of such deposits except as mandated by the Act, and then only to the said Association and not at any time, individually to the

Allottee/s. It is expressly clarified, agreed and understood between the Parties hereto that the Promoter shall be entitled to retain 30% from the Deposit collected hereinabove as a security for the payment of the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House till the completion of the development of the said Complex. The residual balance of the aforesaid 30% of the deposit which is retained by the Promoter shall be handed over to the said Apex Association or Federation of Associations only on the completion of the development of the said Complex.

5. The Allottee/s shall pay to the Promoter as Township Corpus Fund to meet part of the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc., and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter may provide in the said Complex. It is clarified that the said Township Corpus Fund is not by way of consideration for acquiring the Apartment by the Allottee/s and/or for any purported or alleged right or interest created on the Internal Layout Roads, Recreation Areas, Street Lighting etc., and/or for the recreation areas and/or other facilities, but for the purpose of payment for future maintenance in respect of the aforesaid area. It is further agreed that the Promoter alone will have full, right, absolute authority and good power to invest the said Township Corpus Fund in the manner deemed fit by the Promoter and the Allottee/s shall have no right/claim on the said Township Corpus Fund and the Allottee/s shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall at their own option be entitled to utilize the said Township Corpus Fund for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof including street lighting etc. However, the Promoter shall not be liable for any act/s, commission/s and/or omission/s and/or failure in future to maintenance and/or repairs of internal layout roads, recreation areas, street lighting, other facilities and/or other areas by reason of the fact that the aforesaid Township Corpus Fund is paid by the Allottee/s to the Promoter. The Promoter shall be entitled to transfer the balance Township Corpus Fund to such body or 'Association of Apartment Owners' or Society as the Promoter may nominate and whereupon the Promoter shall be absolved from their liability in respect of the balance of the said Township Corpus amount. The Allottee/s declare and confirm that the payment of the said sum as stated hereinabove is over and above the purchase price and also various deposits and charges agreed to be paid by the Allottee/s and the said amounts shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. It is however

agreed that this amount is on ad hoc basis and the Allottee/s shall be responsible to make good all short falls, as and when demanded by the Promoter.

6.The Allottee/s shall permit the Promoter and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'B' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

15.THE OWNER AND THE PROMOTER COVENANT WITH THE ALLOTTEE AS FOLLOWS:

1.That the Schedule 'B' & 'C' Property when conveyed to the Allottee/s it shall be free from attachment, encumbrances, Court or acquisition proceedings of any kind;

2.That the Promoter are the absolute owners of the Schedule 'A' Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same and right to carry on the Development as per the Scheme;

3.That Owner and the Promoter agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Allottee/s for more fully and perfectly assuring the title of the Allottee/s to the Schedule 'A' Property;

4.That the Owner and the Promoter will not convey or cause to be conveyed to any person any interest in the Schedule 'A' Property, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Promoter and the Allottee/s as per this Agreement;

5.That the Owner will pay all taxes, rates and cesses in respect of the Schedule 'A' Property up to the date of intimation of the Schedule 'C' apartment is ready for possession or till the date of registration of the sale deed ,whether possession is taken or not, whichever is earlier;

16. THE PURCHASER COVENANTS AND UNDERTAKES WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

1. That the Allottee/s shall not be entitled to claim conveyance of the Schedule 'B' & 'C' Property until the Allottee/s fulfils and performs all the obligations and completes all payments under this Agreement .

2. That the Allottee/s has/have satisfied of title of the Owner relating to the Schedule 'A' Property. The Allottee/s has/have studied the Scheme of Development and the right of the Promoter to develop the 'HOUSE OF HIRANANDANI - BANNERGHATTA' in phased manner and the Promoter's right to receive the consideration under this Agreement . The Allottee/s after taking legal advice and after being satisfied with the title and having understood the scheme of Development and the rights of the Promoter's, has entered into this Agreement.

3. The Allottee hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Allottee/s and the Promoter, the Allottee/s shall have no right to renegotiate on the consideration in comparison with the other Allottees of the Schedule 'A' or the other parts of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' for whatsoever other reasons may be.

17. RIGHTS OF THE ALLOTTEE/S:

The Allottee/s shall have the following rights in respect of the Schedule 'B ' Property and Schedule 'C' Apartment and the building to be constructed thereon on purchase of Schedule 'B' Property;

1. The right to construct and own an Apartment described in the Schedule 'C' below for residential purposes subject to the terms of this Agreement.

2. The right and liberty to the Allottee/s and all persons entitled, authorised or permitted by the Allottee/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.

3.The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.

4.The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.

5.Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

6.Right of entry and passage for the Allottee/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables pipes and wire causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.

7.Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Promoter and/or the Agency appointed by the Promoter or 'Owners Association'.

8.Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in 'HOUSE OF HIRANANDANI - BANNERGHATTA' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.

9.Right to make use of all the common roads and passages provided in 'HOUSE OF HIRANANDANI - BANNERGHATTA' to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

10.The Allottee/s shall be entitled to in common with the other Allottees of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:

Entrance lobbies, passages and corridors;

Lifts/pumps/generators;

Staircase and drive ways in the basements roads and pavements;

Common facilities, subject to compliance of rules, regulations and byelaws.

18.OBLIGATIONS ON THE ALLOTTEE/S:

1.The Allottee/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Promoter and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

a.Not to use the space left open after construction in Schedule 'A' Property or in 'HILLCREST' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.

b.Not to decorate the exterior part of the building to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in the Schedule 'A' Property.

2.The Allottee/s shall has/have no objection whatsoever to the Promoter managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of one year from the date of completion of the block/building and thereafter handover the building to the association as soon as it is formed and pending the same, the Promoter shall retain the same and the Allottee/s has/have given specific consent to this undertaking. The Promoter or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.

3.The Allottee/s shall become member of the 'HILLCREST OWNERS ASSOCIATION' and agree to observe and perform the terms and conditions and bye - laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the building shall be done by Promoter or by a maintenance company until expiry of one year and thereafter by Association if it has been formed by that time and Allottee/s shall pay all common expenses and other expenses, taxes

and outgoings in terms of this Agreement and in terms to be stated in the Agreement to Sale. Such Association shall be purely for the purpose of maintenance and management of the building though each individual owner of apartment will be owner thereof and the undivided share in the property. The main purpose and object of such Association is to take over accounts/finance of the multi-storeyed building and the development in 'HILLCREST' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.

4.All apartment owners in 'HOUSE OF HIRANANDANI - BANNERGHATTA' shall form an 'Apartment Owners Association' and manage facilities and areas shared in common. The ramps/walk area and all those areas that have been specifically handed over by Promoter to the Owners Association shall be taken care of and maintained by such 'Apartment Owners Association'.

5.After the handing over of the ramps/walk area or all those areas that have been specifically handed over by the Promoter to the Apartment Owners Association, the Apartment Owners Association shall, thereafter, be responsible for all of them and the expenses therefore shall be incurred from and out of the funds contributed by all the Owners in 'HILLCREST' or from the Owners' Association of each Tower.

6.The Allottee/s shall pay at the time of registration of Agreement to Sale to Promoter the agreed sum per Sq. Feet of saleable area of the Schedule 'C' Apartment as Corpus Fund which will be utilised for the major maintenance works in the Blocks / Development in 'HOUSE OF HIRANANDANI BANNERGHATTA' and unspentsums will be transferred to the respective associations.

7.The Allottee/s and other owners of Apartments in the said building shall pay such sums as are required by the Promoter or Maintenance Company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in the 'HOUSE OF HIRANANDANI - BANNERGHATTA' (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Allottee/s in proportion to the area of the Schedule 'C' Apartment.

8.It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Allottee/s to pay the same.

9.No apartment owner including Allottee/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in the 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

10.The Allottee/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Promoter or Agency maintaining the common areas or 'Owners Association' about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Allottee/s as Temporary Members on payment and any facilities availed by him as a virtue of being Allottee shall be surrendered to the Promoter or the 'Owners Association'. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Allottee/s contained herein shall be that of the Allottee/s and it shall be the responsibility of the Allottee/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

11.The Allottee/s shall use the apartment as a private residence and the car-parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Allottee/s is for exclusive use and enjoyment by Allottee/s and the Allottee/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

12.The Allottee/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Promoter construct and not at any time alter the said elevation in any manner whatsoever.

13.The Allottee/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement

or hereditament and shall not add any structure or excavate any basement or cellar. The Allottee/s shall promptly report to the Promoter or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage / seepage of water/ sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

14.It is a specific term and condition of this Agreement of Sale and of the rights to be created in favour of the prospective Allottees in the building and in the said apartment that:

a.No sign board, hoarding or any other logo or sign shall be put up by the Allottee/s on the exterior of the building or on the outer wall of the apartment.

b.The Allottee/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Allottee/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.

c.The Allottee/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

d.Any further or other construction that may be permitted hereafter over and above the construction sanctioned as aforesaid, such construction may be carried out by and/or at the discretion of the Promoter. The Allottee/s shall not be entitled to object to the same or cause any obstruction or hindrance, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.

15.The Allottee/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Promoter for duly implementing the terms and intent of this Agreement and the for the formation of the Owner's Association.

16.Since the Allottee/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'B' hereunder written it is specifically agreed that the Allottee/s shall be entitled in common with the Allottees/holders of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:

- a. Entrance and Common Passages;
- b. Lifts/Pumps/Generators of the Block;
- c. Common facilities including Club House.
- d. Club House on membership basis and on compliance of byelaws formed for the Club.

17.The Allottee/s is/are aware that the exclusive right of use of car parking space in Basement levels/Ground Level will be allotted by the Promoter to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Allottee/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Allottee/s any title to the land earmarked as Car Parking Space.

18.The Promoter will provide to the Allottee/s access from the drive ways / internal roads, the building where the Schedule 'C' Apartment is situated.

19.The cost of repairing and maintaining the internal/feeder/access and drive - ways will be borne and paid proportionately by the Allottees of apartments comprised in 'HILLCREST'.

20.The Allottee/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Allottee/s.

21.The Allottee/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/ Occupants /Users of the balance portions in the 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

22.The Allottee/s of apartments in 'HILLCREST' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building.

23.The Promoter reserve the exclusive and absolute right to display hoarding/s on all or any of the Blocks and the terraces and/or in any part of the land and/or buildings in Schedule 'A' Property and exploit the income there from at all times. Neither the Allottee/s nor the

Association/s to be formed shall have the right to question the said acts of Promoter and/or their transferees or persons permitted by them. The Allottee/s specifically consent for the above.

24.The use of the Club House, swimming pool and other facilities by the Allottee/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquillity of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein and the Allottee shall adhere to all rules, regulations, bye laws set by the Owners Association.

25.The Allottee/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Allottee/s and earmarked for the Allottee/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.

26.The Allottee/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Allottee/ shall strictly follow rules and regulations for garbage disposal and may be prescribed by the Promoter or Agency maintaining the common areas and facilities in 'HILLCREST' or by the Owners Association.

27.The Allottee/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Allottee/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not cause nuisance/disturbance to the other owners/occupants in the building.

28.The Allottee/s shall maintain at Allottee's/Allottees' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.

29.The Allottee/s shall use the Apartment / Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Promoter and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/ Garden /Terrace in the said building to the Owners or occupiers of the neighbouring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

30.The Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.

31.The Allottee/s shall permit the Promoter and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

32.The common areas and facilities shall remain undivided and no apartment owner including Allottee/s shall bring any action for partition or division of any part thereof. Further the Allottee/s shall not seek partition of undivided share in the Schedule 'B' Property.

33.The Allottee/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in 'HILLCREST'.

19.ASSIGNMENT :

1.It is specifically agreed by the Allottee/s that the Allottee/s cannot part with possession of the said Apartment or sell transfer assign his/her/their interest in the said Apartment without the prior written sanction and consent (to be granted at the option) of the Promoter and until the contract contemplated under this Agreement and all other writings executed along with this Agreement is duly and properly fulfilled. It is specifically understood that the Promoter shall have the option to charge an assignment fee, which shall not exceed 15% of the total transfer/assignment consideration, to be intimated by the Promoter before granting such permission. The Promoter may grant such sanction, provided at the time of such assignment the Allottee/s has/have paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said Apartment. Further in the event of such assignment, the Promoter shall not be liable to pay the compensation/damages payable by the Promoter under any of the terms and / or conditions of this Agreement. Further, as this agreement are co-related in nature, the Allottee/s shall not be entitled to assign either of these agreements independently without assigning the other Agreement. It is also made clear that the Allottee/s will not be able to assign his/her/their rights in portions i.e., the Allottee/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all.

2.In addition to above, the Promoter's consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Allottee/s:

i)settling all charges outstanding and payable to the Promoter including Service Charges, Sinking Fund Charges, all other payments mentioned in this Agreement and other overdue interest (if any);

ii)causing the new buyer(s) to execute fresh Deeds with the Promoter (as per the format of the Promoter.

20.POSSESSION :

1.The Promoter would intimate the Allottee/s the date for delivering possession of the Schedule 'C' Apartment to the Allottee/s and the Allottee/s shall complete the purchase of Schedule 'B' Property and receive possession as stated above within fifteen days from the

date of such notice and the Promoter would deliver possession of the Schedule 'C' Apartment provided the Allottee/s has/have not defaulted any of the terms and conditions of this agreement and has/have complied with its obligations and paid the agreed sums.

2.The Promoter shall deliver and put the Allottee/s in constructive possession of Schedule 'B' Property and actual, physical, vacant possession of Schedule 'C' Apartment on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and compliance of all the terms in Agreements. That on sale of Schedule 'B' Property the Allottee/s shall have no claim of whatsoever nature against Promoter. In case the Allottee/s fails to take possession of the Schedule 'B' Property then the Promoter shall be entitled and the Allottee/s shall be liable to pay an amount of Rs 5/- (Rupees Five only) for the two bed room apartments and Rs.7/- (Rupees Seven only) for the three bed room apartments as holding charges which shall be paid by the Allottee before obtaining possession of the Schedule 'B' Property.

3.The Allottee/s in the said Building have effected all their respective payments on time without any delay mentioned in their respective Agreements.

4.The Allottee/s shall also become liable to pay proportionate share of municipal taxes and cesses, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' and the common area of the Building in which the Schedule 'A' Property is located, from the date of intimation of the apartment is ready for possession.

5.That in the event of there being any redevelopment of the 'HOUSE OF HIRANANDANI - BANNERGHATTA' for any reason, whatsoever the Allottee/s herein would be entitled to such undivided share in the Schedule 'A' Property as mentioned in this agreement and corresponding size of the Schedule 'C' Apartment as applicable at the time of such redevelopment and further that such apartment shall be in the same block constructed in the location as the present Schedule 'C' Apartment.

6.That the Allottee/s covenants that the Allottee/s shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipment and services of the building/tower.

7. That the Allottee/s with the other owners of the apartments through the Owners Association shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee/s is/are fully aware that non payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in the building/tower and non payment of common maintenance deposit charges shall attract disciplinary action including injunctive and pecuniary relief.

8. That after the maintenance of the Schedule 'A' Property is handed over to the Association, the Owner and or the Promoter 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 fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services.

9. That the Allottee/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of 'HOUSE OF HIRANANDANI - BANNERGHATTA' 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.

10. That the car parking spaces allotted with the Schedule 'C' Apartment shall be used only for parking of one car per slot and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.

11. That the Schedule 'C' Apartment shall be used as a private residence and shall not be put use for any kind of commercial or semi commercial use or serviced apartment.

12. The Allottee/s agrees and covenants that the Promoter or any agency appointed by the Promoter for the maintenance of the common areas of the Schedule 'A' Property will have the exclusive right to erect and display in common spaces, advertising and signage generally within the Common Use Facilities.

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 public authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Allottee/s in proportion to his/her/their/its undivided share in the Schedule 'A' Property.

14. That the Allottee/s shall not subscribe to the change in the name of the Schedule 'A' Property being 'HILLCREST' nor the development of 'HOUSE OF HIRANANDANI - BANNERGHATTA'.

15. DEFECT LIABILITY PERIOD:

a. The Promoter is constructing the building and the Apartment/s with good workmanship using standard and approved materials, labor, tools, scaffoldings, ladders, materials, machinery and stores and other equipments required for the purpose of construction of the Apartment, and by appointing contractors, engineers, supervisors, workmen and such other persons so required. The Promoter shall take all steps and do all acts for the completion of the development of the said Apartment.

b. The Defect liability period shall be for a period of 12 months from the date of the date of the Occupation Certificate, which is dated 29-8-2017 bearing No. JDTP(S) ADTP/OC/3717-18. The Defect liability shall cover rectification of all structural defects, defect in electrical fitting provided by the Promoter, defect in sewerage point within the said Apartment, plumbing material/water proofing that arise, owing to the negligence/omission of the Promoter, if any. It is however agreed by the Allottee/s that from the date of handing over of the possession of the said Apartment and till completion of the Defect Liability Period, the Allottee/s shall maintain the said Apartment in the same state and condition in which it will be handed over to the Allottee/s. Further the Allottee/s shall, during such period neither change / amend /modify nor carry out any repairs/renewals in the said Apartment in any manner whatsoever and shall not cause any modifications in any parts of the said Apartment including the dry balcony in any manner whatsoever failing which the Defect liability shall lapse. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Allottee /others, is excluded from this clause and for which the Promoter is neither liable nor responsible.

c. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, nonmonolithic joints, seasoning effects,

sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

21. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS :

The Allottee/s is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with regards to 'HOUSE OF HIRANANDANI - BANNERGHATTA' is the sole and exclusive property of the Promoter and the Promoter has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any manner whatsoever shape or form by the Allottee/s or any other person is expressly prohibited and only the Promoter is entitled to the same to use the same in any form, manner, for any products, and to exploit the same. In violation of the Promoter's intellectual property by the Allottee/s in any manner, the Promoter apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Promoter in protected its rights.

22. NOT TO ALTER NAME

The Allottee/s shall not alter or subscribe to the alteration of the name of 'HILLCREST' in Schedule 'A' Property and/or alter the names assigned to the Blocks therein.

23. MISCELLANEOUS TERMS:

1. All letters, receipts or notices issued by the Promoter dispatched under Certificate of Posting/Registered Post Acknowledgement due to the address of the Allottee/s given in this Agreement will be sufficient proof of service thereof on the Allottee/s and shall effectively discharge the Promoter from the obligations to issue any further notice;

2. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the parties;

3. The Parties hereto agree that in the event of their being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this Agreement the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance or any indulgence or forbearance shall not be deemed to be a waiver of the rights and the parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.

4. In the event that any provision of this Agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties or any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force;

5. The parties acknowledge that this Agreement and these conditions contain the whole Agreement between the parties and supersede all the previous letters, correspondences, writings, etc between the parties;

6. The covenants and the undertaking given by the Owner, Promoters and the Allottee/s shall also be incorporated in the sale deed and association declaration when formed.

24. SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:

1. Subject to Clause below, in the event of default by the Promoter, the Allottee/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Allottee/s, the Promoter shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

2. In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to arbitration as per the provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Bangalore.

3. The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

25. INDULGENCE:

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of

this Agreement by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter.

26.COMplete AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are superseded by this agreement.

The Promoter as aforesaid acquired the Schedule 'A' **SCHEDULE 'A' PROPERTY**

All that piece and parcel of land measuring (a) 3,498.30 Sq. Ft out of total extent of 32 Guntas in survey number 323/4(P); (b) 17,685.25 Sq. Ft. out of total extent of 26 Guntas in survey number 323/5(P); (c) 37,921.57 Sq. Ft. out of a total extent of 1 Acre 9 Guntas in survey number 327; (d) 29,138.15 Sq. Ft. out of a total extent of 1 Acre 2 Guntas in survey number 328/4(P) and (e) 8,712.17 Sq. Ft out of total extent of 2 Acres 2 Guntas in survey number 328/3(P) in all admeasuring a total of 96,955.44 Sq. Ft. of Begur Village, Begur Hobli, Bangalore South Taluk and bounded by:-

East Portion of Sy. No. 323/5 (P)

West Sy. No. 328/3

North Sy. No. 327, 328/4 & Portion of Sy. No. 323/4 (P)

South 329

SCHEDULE 'B' PROPERTY

0.320 % undivided share, right, title, interest and ownership in Schedule 'A' Property (which comes to **309.17** Sq. Feet equivalent to **28.72** sq. mtrs. land share in Schedule 'A' Property).

SCHEDULE 'C' PROPERTY

A residential apartment bearing the no **2702** admeasuring **1435.00** Sq. Ft equivalent to **133.31** Sq. Mtrs. Carpet Area along with appurtenant **217.00** Sq. Ft. equivalent to **20.16** Sq. Mtrs. of exclusive area being Balcony/Deck area on the **27** floor in **C** wing of the said Building known as '**HILL CREST**' together with the exclusive usage of **2** Car parking space, situated in the **Schedule 'A' Property** within the Development known as '**HOUSE OF HIRANANDANI - BANNERGHATTA**'

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

For M/s. SUADELA CONSTRUCTIONS PVT LTD

AUTHORIZED SIGNATORY

SELLERS

PURCHASER/S

WITNESSES:

1)

2)

ANNEXURE - I

Sy.No. 323/4-

1. Sale Deed dated 13/11/2008 executed by Sri. H. R. Ravichandra in favour of the Promoters, registered as Document No. 1962/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 0 Acre 32 Guntas in Sy. No. 323/4;

2. Conversion Order dated 26/08/2001 ALNDSR No. 253/2000-01 with respect to 32 Guntas

Sy. No. 323/5:-

3. Sale Deed dated 13/11/2008 executed by Sri. G. Prasad Reddy in favour of the Promoters, registered as Document No. 1966/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 0 Acre 26 Guntas in Sy. No. 323/5;

4. Conversion Order dated 06/02/1998 in ALNDSR No. 120 /97-98 with respect to 1 Acre 13 Guntas

Sy. No. 327:-

5. Sale Deed dated 13/11/2008 executed by Sri. G. Prasad Reddy in favour of the Promoters, registered as Document No. 1968/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 1 Acre 9 Guntas in Sy. No. 327;

6. Conversion Order dated 10/02/1998 in ALNDSR No. 119 /97-98 with respect to 1 Acre 9 Guntas

Sy. No. 328/3:-

7. Sale Deed dated 13/11/2008 executed by Sri. G. Prasad Reddy in favour of the Promoters, registered as Document No. 1963/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 2 Acres 2 Guntas in Sy. No. 328/3;

8. Conversion Order dated 29/07/1999 ALNDSR No. 4/99-2000 with respect to 2.2 Guntas

9. Conversion Order dated 29/07/1999 ALNDSR No. 5/99-2000 with respect to 2.2 Guntas

10. Conversion Order dated 22/12/2003 ALNDSR No. 370/99-2000 with respect to 2.2 Guntas

11. Conversion Order dated 29/09/1999 ALNDSR No. 53/99-2000 with respect to 1.1 Guntas

12. Conversion Order dated 22/12/2003 ALNDSR No. 369/2003-2004 with respect to 1 Acre 33 Guntas.

Sy. No. 328/4:-

13. Sale Deed dated 13/11/2008 executed by Sri. G. Prasad Reddy in favour of the Promoters, registered as Document No. 1965/2008-09 in Book-I and stored in C.D. No. BGRD18, in the Office of the Sub-Registrar, Begur, in respect of 1 Acre 2 Guntas in Sy. No. 328/4;

14. Conversion Order dated 10/07/2003 in ALNDSR No. 94 /2003-04 with respect to 1 Acre 2 Guntas

ANNEXURE - II

SPECIFICATIONS OF THE APARTMENT

STRUCTURE

RCC flat slab structure.

FLOORING

1. Marble flooring for living/dining/internal corridor.
2. Vitrified tiles flooring for kitchen, utility, toilets, maid's room and toilet.
3. Wood Laminated flooring for Master Bedroom.

ENTRANCE HALL

Marble/Granite flooring and dado.

LIFT LOBBY

Vitrified tile flooring and skirting with Marble/Granite lift Jhambs and Acrylic paint on walls and ceiling.

ELEVATORS

High speed automatic elevators.

STAIRCASE

Kota or equivalent for flooring with skirting and Acrylic paints on walls.

WINDOWS

Aluminium sliding windows with powder coating or anodizing.

KITCHEN

1. Quartz kitchen platform with marble staircase, stainless steel Sink and 2 Ft. dado tiles above counter.
2. Provision for Water purifier and Hob.

TOILETS

1. High quality tiles for the flooring and dado.
2. Marble/ Granite sill or counters.

3. High end sanitary fittings with provision for hot/cold water.
4. Wall/floor mounted WC.
5. Provision for Heater and exhaust fan.
6. Corrosion resistant concealed plumbing.

WATER SUPPLY

Underground/Overhead storage tanks of suitable capacity with pumps.

ELECTRICAL

1. Ample points with modular switches and concealed conduits for power, lighting and fans.
2. Split A/C point in living/dining and bedrooms.
3. Good quality copper wiring.
4. ECLB and circuit breakers of suitable capacity.
5. Provision for internet wiring.

GENERATOR

1. Backup for common areas, lighting, lifts at cost
2. Adequate power backup for lighting at cost

FIRE FIGHTING

U.G. and O.H. tanks for fire fighting with pumps and wet riser.

TELEPHONE

1. Telephone points in living/dining and bedrooms
2. Intercom facility or DID facility from all apartment to security guards at main entrance.

WATER PROOFING AND TERMITE CONTROL

1. Terrace and Toilet water proofing
2. Termite control provided in foundation

CAR PARK

Covered / Uncovered car parking space in the lower/upper basement floor/stilt level.

ANNEXURE III

FLOOR PLAN

ANNEXURE IV

PAYMENT PLAN

(PAYMENT SCHEDULE)

Project : **HOUSE OF HIRANANDANI BANNERGHATTA**

Apartment no.:**Hillcrest C - 2702**

Total Consideration: **Rs. 10523125**

Name of the Purchaser: **1. Shamik Bhattacharya**

2. Satavisa Mitra

Saleable area (Sq. Ft.): **2218**

Sr.no	Particulars	Amount	GST	Total
1	Booking amount / Earnest Money (2/12/2020) - 10.00%	1677758	0	1677758
2	Installment 1 (17/12/2020) - 20.00%	3355516	0	3355516
3	Instalment 2 (31/12/2020) - 60.00%	10066547	0	10066547
4	Possession (1/1/2021) - 10.00%	1677757	0	1677757
	TOTAL	16777578	0	16777578

Other Deposits

1. Rs.110900 /-(Rupees **One Lakh Ten Thousand Nine Hundred** only) as Corpus Fund which the Promoter shall utilize for major repairs or maintenance work and transfer the unspent sums to respective association.

Note :

1. GST (applicable for other charges) and all applicable taxes will be charged as applicable from time to time.
2. Promoter shall send out a demand letter for payment and the Allottee/s shall make payment as per the terms of demand letter/notice.

ANNEXURE V
TITLE CERTIFICATE



amarchand mangaldas

**EXTRACT OF TITLE REPORT DATED AUGUST 2, 2008 IN RESPECT OF
PROPERTY MEASURING 32 GUNTAS IN SURVEY NO. 323/4, SITUATED AT BEGUR
VILLAGE, BEGUR HOBOLI, BANGALORE SOUTH TALUK, BANGALORE
("PROPERTY") DATED AUGUST 16, 2011**

Background and Scope

JP Morgan Asset Management Real Estate ("JP Morgan") had engaged Amarchand & Mangaldas & Suresh A. Shroff & Co. ("Amarchand Mangaldas") to conduct title due diligence with respect to certain properties situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Total Property"). In this regard, Amarchand Mangaldas, pursuant to the conduct of a title due diligence, had issued a title report dated August 2, 2008 ("Title Report"). At the request of Suadela Constructions Private Limited ("Suadela"), the developer of the Total Property, Amarchand Mangaldas is now issuing this limited extract of the Title Report ("Extract") to Suadela. JP Morgan has consented to the issue of this Extract.

Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) The Property measuring 32 guntas in Survey No. 323/4 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore.
- (ii) The Property has been converted for non-agricultural residential use.
- (iii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1570/2007-08 registered in the office of the Sub Registrar, in favour of Hiranandani Township Private Limited, H. R. Ravichandra was the owner of 32 guntas in the Property, and had acquired title *vide* sale deed dated August 10, 2004 which is registered as document bearing No. 12617/2004-05 in the office of the Sub-Registrar.
- (iv) H. R. Ravichandra has also executed a general power of attorney dated February 8, 2008 in favour of Hiranandani Township Private Limited registered as document bearing 124/2007-08, whereby the latter is authorized to construct buildings etc over the Property.
- (v) The encumbrance certificates for the period April 1, 1966 to September 10, 2007 do not reveal any adverse charges or encumbrances over the Property during the said period. However, request for certain rectified encumbrance certificates has been made.

Qualifications

This Extract is being issued subject to the following:

amarchand & mangaldas & suresh a. shroff & co.
advocates & solicitors

201, midford house, midford garden, off m. g. road, bangalore - 560 001
tel. : (91-80) 2558 4870, 4112 4950, 4112 4951 fax : (91-80) 2558 4266

email : am.bangalore@amarchand.com

other offices : mumbai, delhi, kolkata, hvderabad



amarchand mangaldas

- (i) This Extract is only meant to document the last ownership, based on the information, findings and qualifications set out in the Title Report. In order to completely understand the flow of title and to ascertain whether there are any legal problems, issues or risks which may adversely affect the Property, we recommend that our Title Report be referred to in detail. It may be noted that in no circumstances shall Amarchand & Mangaldas, its partners, associates or employees, be liable to any person who, based solely on this Extract, has made a decision to acquire an interest in the Property, directly or indirectly or deal with the Property, or in any manner otherwise.
- (ii) The information provided in this Extract and the Title Report is documentary in nature and is based solely on the documents provided to Amarchand Mangaldas by Hiranandani Township Private Limited as on August 2, 2008, the date of issue of our Title Report.
- (iii) The information included in this Extract is not meant to be published, and is merely an extract of our Title Report. This Extract is not intended to be a conclusive opinion on title nor is it intended to be a substitute for any representations, warranties and covenants that any purchaser and/or interested party may wish to seek from any person.
- (iv) In addition to the qualifications stated above, all qualifications contained in our Title Report shall be deemed applicable to this Extract.

It may be noted that in no circumstances shall the liability of Amarchand & Mangaldas & Suresh A. Shroff & Co., its partners, associates or employees, related to the services provided in connection with this review, exceed the amount paid to us for this review.

Yours faithfully,

For Amarchand & Mangaldas & Suresh A. Shroff & Co.

A handwritten signature in black ink, appearing to read 'Reeba'.

**Reeba Chacko
Partner**



amarchand mangaldas

**EXTRACT OF TITLE REPORT DATED AUGUST 2, 2008 IN RESPECT OF
PROPERTY MEASURING 26 GUNTAS IN SURVEY NO. 323/5, SITUATED AT BEGUR
VILLAGE, BEGUR HOBOLI, BANGALORE SOUTH TALUK, BANGALORE
("PROPERTY") DATED AUGUST 16, 2011**

Background and Scope

JP Morgan Asset Management Real Estate ("JP Morgan") had engaged Amarchand & Mangaldas & Suresh A. Shroff & Co. ("Amarchand Mangaldas") to conduct title due diligence with respect to certain properties situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Total Property"). In this regard, Amarchand Mangaldas, pursuant to the conduct of a title due diligence, had issued a title report dated August 2, 2008 ("Title Report"). At the request of Suadela Constructions Private Limited ("Suadela"), the developer of the Total Property, Amarchand Mangaldas is now issuing this limited extract of the Title Report ("Extract") to Suadela. JP Morgan has consented to the issue of this Extract.

Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) The Property measuring 26 guntas in Survey No. 323/5 is part of a larger property measuring 1 acre 17 guntas including 4 acres of kharab land and is situated at Begur Village, Begur Hobli, Bangalore South Taluk.
- (ii) The property measuring 1 acre 13 guntas in Survey No. 323/5 has been converted for non-agricultural residential purposes. The final conversion order also stipulates that the said property must be used for the said purpose within two years of the date of the order failing which, the order shall stand revoked and the land shall be converted back to agricultural land. In the light of the same, we are unable to confirm if the conversion order is still valid.
- (iii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-08 in the office of the Sub Registrar, in favour of Hiranandani Township Private Limited, G. Prasad Reddy was the owner of 26 guntas in the Property and had acquired title *vide* sale deed dated November 23, 2006 which is registered as a document bearing No. 22248/06-07 in the office of the Sub-Registrar.
- (iv) G. Prasad Reddy has also executed a general power of attorney dated February 8, 2008 in favour of Hiranandani Township Private Limited registered as document bearing 123/2007-08 whereby the latter is authorized to construct buildings etc over the Property.
- (v) The encumbrance certificates for the period April 1, 1960 to May 29, 2008 do not reveal any adverse charges or encumbrances over the Property during the said period. However, the encumbrance certificate for the period April 1, 2005 to May 29, 2008 does not record the sale deed dated November 23, 2006.

amarchand & mangaldas & suresh a. shroff & co.

advocates & solicitors

201, midford house, midford garden, off m. g. road, bangalore - 560 001
tel. : (91-80) 2558 4870, 4112 4950, 4112 4951 fax : (91-80) 2558 4266

email : am.bangalore@amarchand.com

other offices : mumbai, delhi, kolkata, hyderabad



amarchand mangaldas

Qualifications

This Extract is being issued subject to the following:

- (i) This Extract is only meant to document the last ownership, based on the information, findings and qualifications set out in the Title Report. In order to completely understand the flow of title and to ascertain whether there are any legal problems, issues or risks which may adversely affect the Property, we recommend that our Title Report be referred to in detail. It may be noted that in no circumstances shall Amarchand & Mangaldas, its partners, associates or employees, be liable to any person who, based solely on this Extract, has made a decision to acquire an interest in the Property, directly or indirectly or deal with the Property, or in any manner otherwise.
- (ii) The information provided in this Extract and the Title Report is documentary in nature and is based solely on the documents provided to Amarchand Mangaldas by Hiranandani Township Private Limited as on August 2, 2008, the date of issue of our Title Report.
- (iii) The information included in this Extract is not meant to be published, and is merely an extract of our Title Report. This Extract is not intended to be a conclusive opinion on title nor is it intended to be a substitute for any representations, warranties and covenants that any purchaser and/or interested party may wish to seek from any person.
- (iv) In addition to the qualifications stated above, all qualifications contained in our Title Report shall be deemed applicable to this Extract.

It may be noted that in no circumstances shall the liability of Amarchand & Mangaldas & Suresh A. Shroff & Co., its partners, associates or employees, related to the services provided in connection with this review, exceed the amount paid to us for this review.

Yours faithfully,

For Amarchand & Mangaldas & Suresh A. Shroff & Co.

**Reeba Chacko
Partner**



amarchand mangaldas

**EXTRACT OF TITLE REPORT DATED AUGUST 2, 2008 IN RESPECT OF
PROPERTY MEASURING 1 ACRE 9 GUNTAS IN SURVEY NO. 327, SITUATED AT
BEGUR VILLAGE, BEGUR HOBLI, BANGALORE SOUTH TALUK, BANGALORE
("PROPERTY") DATED AUGUST 16, 2011**

Background and Scope

JP Morgan Asset Management Real Estate ("JP Morgan") had engaged Amarchand & Mangaldas & Suresh A. Shroff & Co. ("Amarchand Mangaldas") to conduct title due diligence with respect to certain properties situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Total Property"). In this regard, Amarchand Mangaldas, pursuant to the conduct of a title due diligence, had issued a title report dated August 2, 2008 ("Title Report"). At the request of Suadela Constructions Private Limited ("Suadela"), the developer of the Total Property, Amarchand Mangaldas is now issuing this limited extract of the Title Report ("Extract") to Suadela. JP Morgan has consented to the issue of this Extract.

Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) The Property measuring 1 acre 9 guntas including 2 guntas kharab in Survey No. 327 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore.
- (ii) The property measuring 1 acre 9 guntas has been converted for non-agricultural residential use. The conversion order states that the Property should be used only for the purpose for which it was converted within a period of 2 years from the date of issue of the conversion order. In the light of the same, we are unable to confirm if the conversion order is still valid.
- (iii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-08 in the office of the Sub Registrar, in favour of Hiranandani Township Private Limited, G. Prasad Reddy was the owner of the Property and had acquired title *vide* sale deed dated November 23, 2006 which is registered as document bearing No. 22250/2006-07 in the office of the Sub-Registrar.
- (iv) G. Prasad Reddy has also executed a general power of attorney dated February 8, 2008 in favour of Hiranandani Township Private Limited registered as document bearing 123/2007-08 whereby the latter is authorized to construct buildings etc over the Property.
- (v) The encumbrance certificates for the period April 1, 1960 to May 20, 2008 have been inspected. A requisition has been made for certain rectified encumbrance certificates.

amarchand & mangaldas & suresh a. shroff & co.

advocates & solicitors

201, midford house, midford garden, off m. g. road, bangalore - 560 001
tel. : (91-80) 2558 4870, 4112 4950, 4112 4951 fax : (91-80) 2558 4266

email : am.bangalore@amarchand.com

other offices : mumbai, delhi, kolkata, hyderabad



amarchand mangaldas

Extract of Title Report for property measuring 2.2 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 1") referred to as Property N 1 in the Title Report.

1. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 1 measuring 2.2 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 1 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 2.2 guntas in Property 1, and had acquired title *vide* sale deed dated July 14, 2003 executed by Syed Imtiyaz Ahmed represented by his power of attorney holder C.K. Suresh, registered as document bearing No. 7419/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 1.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 1 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 30.1 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 6") referred to as Property N 6 in the Title Report

6. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 6 measuring 30.1 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 6 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 30.1 guntas in Property 6, and had acquired title *vide* sale deed dated July 15, 2003 executed by Jabir Ahmed, registered as document bearing No. 7507/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 6.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 6 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 2.2 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 2") referred to as Property N 2 in the Title Report

2. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 2 measuring 2.2 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 2 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 2.2 guntas in Property 2, and had acquired title *vide* sale deed dated November 11, 2002 executed by Noor Afrose Bano, registered as document bearing No. 10120/2002-03.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 2.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 2 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 2.2 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 3") referred to as Property N 3 in the Title Report

3. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 3 measuring 2.2 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 3 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani. G. Prasad Reddy was the owner of 2.2 guntas in Property 3, and had acquired title *vide* sale deed dated August 8, 2004 executed by Ramaiah, registered as document bearing No. 12621/2002-03. Please note that we were not provided with a copy of the said sale deed for our review.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 3.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 3 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 1.1 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 4") referred to as Property N 4 in the Title Report

4. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 4 measuring 1.1 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 4 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 1.1 guntas in Property 4, and had acquired title *vide* sale deed dated July 14, 2003 executed by Syed Akram represented by his power of attorney holder C.K. Suresh, registered as document bearing No. 7403/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 4.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 4 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 1.1 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 4") referred to as Property N 4 in the Title Report

4. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 4 measuring 1.1 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 4 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 1.1 guntas in Property 4, and had acquired title *vide* sale deed dated July 14, 2003 executed by Syed Akram represented by his power of attorney holder C.K. Suresh, registered as document bearing No. 7403/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 4.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 4 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 1.1 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 5") referred to as Property N 5 in the Title Report

5. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 5 measuring 1.1 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 5 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 1.1 guntas in Property 5, and had acquired title *vide* sale deed dated July 14, 2003 executed by Abdus Subhan Shariff represented by his power of attorney holder C.K. Suresh, registered as document bearing No. 7427/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 5.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 5 during the said period.



amarchand mangaldas

Extract of Title Report for property measuring 37 guntas in Survey No. 328/3 situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Property 7") referred to as Property N 7 in the Title Report

7. Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) Property 7 measuring 37 guntas in Survey No. 328/3 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore, and is part of a larger property in Survey No. 328/3. Property 7 is duly converted for non-agricultural usage.
- (ii) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-2008 in the office of the Sub Registrar, in favour of Hiranandani, G. Prasad Reddy was the owner of 37 guntas in Property 7, and had acquired title *vide* sale deed dated July 17, 2003 executed by Maqbool Ahmed G.M, registered as document bearing No. 7689/2003-04.
- (iii) G Prasad Reddy has executed a general power of attorney dated February 8, 2008 in favour of Hiranandani registered as document bearing No. 123/2007-08, whereby the latter is authorized to construct buildings etc over Property 7.
- (iv) The encumbrance certificates for the period February 15, 1957 to May 29, 2008 do not reveal any adverse charges or encumbrances over Property 7 during the said period.



amarchand mangaldas

**EXTRACT OF TITLE REPORT DATED AUGUST 2, 2008 IN RESPECT OF
PROPERTY MEASURING 1 ACRE 2 GUNTAS IN SURVEY NO. 328/4, SITUATED AT
BEGUR VILLAGE, BEGUR HOBOLI, BANGALORE SOUTH TALUK, BANGALORE
("PROPERTY") DATED AUGUST 16, 2011**

Background and Scope

JP Morgan Asset Management Real Estate ("JP Morgan") had engaged Amarchand & Mangaldas & Suresh A. Shroff & Co. ("Amarchand Mangaldas") to conduct title due diligence with respect to certain properties situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore ("Total Property"). In this regard, Amarchand Mangaldas, pursuant to the conduct of a title due diligence, had issued a title report dated August 2, 2008 ("Title Report"). At the request of Suadela Constructions Private Limited ("Suadela"), the developer of the Total Property, Amarchand Mangaldas is now issuing this limited extract of the Title Report ("Extract") to Suadela. JP Morgan has consented to the issue of this Extract.

Extract

Subject to the qualifications, findings and our request for additional documents mentioned in the Title Report and subject to the qualifications set out herein, we are of the opinion that:

- (i) The Property measuring 1 acre 2 guntas in Survey No. 328/4 is situated at Begur Village, Begur Hobli, Bangalore South Taluk, Bangalore.
- (ii) The property measuring 1 acre 2 guntas has been converted to be used for non-agricultural residential use.
- (iii) RTC extracts for the period 1989-90 to 1992-93 indicate a mortgage with respect to the Property in favour of Canara Bank. The discharge certificate from Canara Bank is not produced.
- (iv) As on the date of the Title Report, subject to the agreement to sell dated November 9, 2007 registered as document bearing No. 1569/2007-08 in the office of the Sub Registrar, in favour of Hiranandani Township Private Limited, G. Prasad Reddy was the owner of property measuring 1 acre 2 guntas in Survey No. 328/4, and had acquired title *vide* sale deed dated February 25, 2003 document bearing No. 16650/2002-03 registered in the office of the Sub-Registrar further confirmed by a confirmation deed dated October 31, 2007 executed by the heirs of Muniyappa, Yellappa and Muniswamy in favour of G. Prasad Reddy, registered as a document bearing No. 1524/2007-08. Suresh and Murthy (both sons of Muniyappa) have not been made a party to the confirmation deed dated October 31, 2007 and it is recommended that consent deeds be obtained from them.

amarchand & mangaldas & suresh a. shroff & co.

advocates & solicitors

201, midford house, midford garden, off m. g. road, bangalore - 560 001
tel. : (91-80) 2558 4870, 4112 4950, 4112 4951 fax : (91-80) 2558 4266

email : am.bangalore@amarchand.com

other offices : mumbai, delhi, kolkata, hyderabad



amarchand mangaldas

- (v) G. Prasad Reddy has also executed a general power of attorney dated February 8, 2008 in favour of Hiranandani Township Private Limited registered as document bearing 123/2007-08 whereby the latter is authorized to construct buildings etc over the Property.
- (vi) The encumbrance certificates for the period April 1, 1984 to June 6, 2008 have been inspected. A requisition has been made for obtaining certain rectified encumbrance certificates.

Qualifications

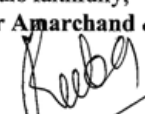
This Extract is being issued subject to the following:

- (i) This Extract is only meant to document the last ownership, based on the information, findings and qualifications set out in the Title Report. In order to completely understand the flow of title and to ascertain whether there are any legal problems, issues or risks which may adversely affect the Property, we recommend that our Title Report be referred to in detail. It may be noted that in no circumstances shall Amarchand & Mangaldas, its partners, associates or employees, be liable to any person who, based solely on this Extract, has made a decision to acquire an interest in the Property, directly or indirectly or deal with the Property, or in any manner otherwise.
- (ii) The information provided in this Extract and the Title Report is documentary in nature and is based solely on the documents provided to Amarchand Mangaldas by Hiranandani Township Private Limited as on August 2, 2008, the date of issue of our Title Report.
- (iii) The information included in this Extract is not meant to be published, and is merely an extract of our Title Report. This Extract is not intended to be a conclusive opinion on title nor is it intended to be a substitute for any representations, warranties and covenants that any purchaser and/or interested party may wish to seek from any person.
- (iv) In addition to the qualifications stated above, all qualifications contained in our Title Report shall be deemed applicable to this Extract.

It may be noted that in no circumstances shall the liability of Amarchand & Mangaldas & Suresh A. Shroff & Co., its partners, associates or employees, related to the services provided in connection with this review, exceed the amount paid to us for this review.

Yours faithfully,

For Amarchand & Mangaldas & Suresh A. Shroff & Co.


Reeba Chaeko
Partner