

:SREE:
:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE _____ DAY OF JUNE, YEAR TWO THOUSAND TWENTY (___/06/2020) AT MYSURU:

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

BY:

M/s. BRIGADE ENTERPRISES LTD.,
 A Company incorporated under
 the Companies Act, 1956,
 Having its Registered Office & Corporate Office at:
 29th& 30th Floors,
 World Trade Center,
 Brigade Gateway Campus,
 No.26/1, Dr. Rajkumar Road,
 Malleswaram,
 BANGALORE - 560 055.

Represented by its duly Authorised Signatories:

1. **Ms. Pratibha A M – Asst. General Manager-Sales,**
2. **Mr. Udaya Kumar A – Sr. General Manager-Legal**

hereinafter called the "**SELLERS**"

(which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE ONE PART:**

:IN FAVOUR OF:

Dr. Tejal Modi
 Aged about 49 years
 W/o. Mr. Soham Modi
 PAN – ADDPM3623R
 Aadhar No – 3987 5220 4530

And

Ms. Nidhi Modi
 Aged about 25 years
 D/o. Mr. Soham Modi
 PAN – CFXPM1911C
 Aadhar No – 3368 1847 7912

Both Residing at:
 Plot No. 280, Road No. 25,
 Jubilee Hills, Hyderabad,
 Telangana – 500033
 India.

hereinafter called the "**PURCHASERS**"
 (which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE OTHER PART:**

WITNESSETH:

WHEREAS the Property bearing No.F10/A (Old No.143/A), Harishchandra Road also known as Mysore-Nanjungud Road, Khille Mohalla, Mysore (earlier forming portion of Sy.No.69/14B (Old Sy.No.69)), Block No.6, Mysore Kasaba Village, Kasaba Hobli, Mysore Taluk, hereinafter referred to as Schedule 'A' Property, was purchased by the Sellers herein from their Vendors M/s. Regal Realtors in terms of a Sale Deed dated 14/12/2005 registered as Document No.11500/2005-06 in Book-I and stored in C.D.No.MYSD60, in the Office of the Sub-Registrar, Mysore South, Mysore and started enjoying the Schedule 'A' Property as absolute owners.

WHEREAS the Sellers purchased the Schedule 'A' Property to undertake development of the same into Multistoried Residential Apartment Buildings and secured Building Construction Plans from the Mysore Mahanagara Palike, Mysore, vide Modified Plan Sanction No.MAINAPRA/NASHA/THARIKU/VK(1)/16/2015-16 dated 30/10/2015 for construction of Residential Apartment Buildings consisting of Four Blocks named as **BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E'** and a Club House. The **BLOCK 'A', BLOCK 'C' and BLOCK 'E'** comprising of Lower Basement Floor, Upper Basement Floor, Ground and Seven Upper Floors and Terrace Floor. The **BLOCK 'D'** comprising of Lower Basement Floor, Upper Basement Floor, Ground and Seven Upper Floors and Terrace Floor and a Club House comprising of Two Basements, Ground and Three Upper Floors and the entire development is identified as '**BRIGADE MOUNTAIN VIEW**'. In the Building Construction Plan approved by Mysore Mahanagara Palike, all **BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E'** together referred to as Building 01 and the Marketing Key Plans categorize the Building 01 as '**BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E'**' for marketing convenience.

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WHEREAS the Sellers evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any persons desirous of owning an apartment in any of the Blocks stated above in '**BRIGADE MOUNTAIN VIEW**' is required to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyers by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in '**BRIGADE MOUNTAIN VIEW**' only through the Sellers and upon conveyance of the undivided share in the Schedule 'A' Property, the buyers will perfect their title over the apartment got constructed or alternatively such person shall purchase not only the apartment but also the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property with right to use and enjoy all the common areas and facilities specifically earmarked therein. 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.

WHEREAS the Sellers have completed the construction of the buildings in Schedule 'A' Property and secured an Occupancy Certificate from Mysore Mahanagara Palike, Mysore, bearing No.MMP/TPA/30(2)/VK(8)/06/2017-18 dated 26/07/2018.

WHEREAS the Purchaser/s herein after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by them and sanctions obtained by them, is/are interested in owning an Apartment described in Schedule 'C' herein, in one of the buildings in '**BRIGADE MOUNTAIN VIEW**' built in Schedule 'A' Property and as per the scheme, the Purchaser/s agreed to purchase the proportionate undivided share in Schedule 'A' Property from the Sellers morefully described in Schedule 'B' herein and also the Schedule 'C' Apartment.

WHEREAS the Sellers have prior to this day on demand made by the Purchaser/s, provided the photo copies of the deeds and documents of title pertaining to Schedule 'A' Property to the Purchaser/s to enable the latter to carryout legal due-diligence to its satisfaction about the title of the Sellers. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule 'B' and 'C' Properties from the Sellers on the terms and conditions herein. The Purchaser/s has/have understood, evaluated and satisfied about the building plans, designs, specifications, quality of construction, concept, title, etc., of '**BRIGADE MOUNTAIN VIEW**' as well as the suitability of the apartment for the permitted use and the conditions mentioned herein. The Purchaser/s has/have further confirmed that Purchaser/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 Purchaser/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s), has/have approached and offered to purchase the Schedule 'B' and 'C' Properties.

WHEREAS the Sellers have hence offered to sell Schedule 'B' and 'C' Properties free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase the Schedule 'B' and 'C' Properties free from all encumbrances for consideration mentioned in Schedule 'F' below. The Sellers have agreed to convey Schedule 'B' and 'C' Properties subject to Purchaser/s complying with the terms and conditions of this Agreement and payment to the Sellers all the amounts detailed in this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1) SALE CONSIDERATION & PAYMENT:

1.1) The Sellers shall sell and Purchaser/s shall purchase the Schedule 'B' and 'C' Properties, for the consideration mentioned in Schedule 'F' herein. The consideration includes proportionate cost of development of '**BRIGADE MOUNTAIN VIEW**' in the form of common amenities and facilities.

1.1.1) The consideration for sale of Schedule 'B' and 'C' Properties is arrived at by mutual negotiations between the parties hereto and the Purchaser/s shall have no right to re-negotiate the sale consideration for any other reason.

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1.2) The Purchaser/s has/have paid the Sellers the amount mentioned in Schedule 'F' hereto as part payment towards sale price for sale of Schedule 'B' and 'C' Properties and balance sale price shall be payable to the Sellers as detailed in Schedule 'F' herein. Payment in terms of Schedule 'F' herein is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and would affect the interest of other purchasers who have joined from time to time to purchase undivided interest in Schedule 'A' Property. In case any Cheque/s issued by the Purchaser/s is/are dishonoured for any reason in respect of the payments in Schedule 'F' hereto, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.

1.3) The Purchaser/s shall in addition to payment of sale price shall pay the following:

a) The Agreement value includes, proportionate cost of external and internal electrification, sanitary work and connection charges, deposits payable to Chamundeshwari Electricity Supply Company/ Karnataka Power Transmission Corporation Ltd., Mysore Water Supply & Sewerage Board etc. and excludes Stamp duty payable on this agreement;

(Changes carried out)

b) Cable, Transformer and Ring Main Unit charges, pro-rata charges, supervision charges, service charges, meter deposits and charges for works executed on DCW basis and all other departmental charges and expenses for providing permanent connections of electricity, water and sewerage connections, generator charges, installation of reticulated gas connection and other utilities and facilities to Schedule 'C' Apartment;

c) Goods and Service Taxes and all other taxes as per the prevailing rates and as and when demanded during the currency of this contract till delivery of possession of the completed apartment described in Schedule 'C' below;

d) Service charges, incidental expenses to the Sellers to obtain the above connections. In case new levies, taxes, charges, demands etc. which is not now in existence and which may be applicable in future, by the plan sanctioning authorities during the currency of this contract till delivery of possession of the completed apartment described in Schedule 'C' below, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay such additional levies, taxes, demands and other charges in proportion to the area of the Schedule 'C' Apartment;

e) In respect of value added tax and service taxes and all other taxes applicable on this Agreement, the same shall be paid by Purchaser/s as and when demanded by the Sellers;

f) 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 the said land 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 company and demand thereof shall be final and binding on the Purchaser/s;

g) The Purchaser/s shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Chamundeshwari Electricity Supply Company (CESCOM), Mysore Water Supply and Sewerage Board and other Authorities as required by the Sellers;

1.3.1) The Purchaser/s further agree/s to pay the additional sums to the Sellers in case the Sellers find that the deposits paid are exhausted and/or not sufficient to meet the outgoing and expenses referred to above. Any surplus or balance deposit paid towards maintenance of common services will be transferred by Sellers to the Owners' Association on its formation. (this clause cannot be deleted, since this is with respect to maintenance, your maintenance for one year starts from the date of registration/or handing over whichever is earlier. However we will hand over the maintenance to Association in another 3 months and transfer balance maintenance towards your apt to association. Hence we cannot delete this clause)

1.4) In the event of delay/default by the Purchaser/s to pay the balance sale consideration as per Schedule 'F' hereto, the Sellers shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears due within fifteen (15) days from the date of issue of such notice and if the Purchaser/s fail/s to pay the arrears, this Agreement shall be deemed to have been terminated.

1.5) In the event of termination as aforesaid, the Sellers inspite of arbitration clause, shall be entitled to forfeit 20% of the total sale consideration reserved herein as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, within two months from the date of termination. The refund would only happen after the Purchaser/s has given in writing disclaimer that he/she/they has no claims against the Sellers and in Schedule 'B' Property and Schedule 'C' Property. In the event of not giving such disclaimer within one month of termination, it is deemed that he/she/they has/have given such a letter and the balance payable after deduction would be refunded to the Purchaser/s without interest.

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1.6) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Sellers. The Sellers shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.

1.7) If however, the Purchaser/s pays up the arrears within the time stipulated in the notice of termination with overdue interest at 18% per annum, the right to terminate the Agreement would lapse for such default and this Agreement continues to be valid. Any payments by the Purchaser/s received by the Sellers would be firstly appropriated towards the payment of interest due if any and remaining towards part payment and any deficit would be made good by the Purchaser/s.

1.8) However even after the expiry of stipulated notice period (as mentioned above) the Sellers at their discretion may agree to receive the unpaid sums with interest at 18% per annum from due date till repayment in full and in one lump sum of all the outstanding dues.

1.9) In case the Purchaser/s cancel/s this Agreement to Sell, the Sellers are entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to 20% of the sale consideration stipulated herein as liquidated damages and refund the balance sum due if any under this Agreement within two months from the date of termination and such forfeiture/recovery as aforesaid by the Sellers will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.

1.9a) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 0.75% on the total sale consideration as required under section 194 I A of the Income Tax Act, (IT Act) for each of the payments made towards the sale consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Seller on or before 5th day of the subsequent month of deduction.

1.10) The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Sellers with such permissions, approvals which would enable the Sellers to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Sellers immediately and comply with necessary formalities if any, under the applicable laws. The Sellers shall not be responsible for any third party making payments, remittances on behalf of any Purchasers and such third party shall not have any right in this application/allotment of the Schedule 'C' Apartment in any way and the Sellers shall issue the payment receipts in favour of the Purchaser/s only.

2) **PERIOD FOR COMPLETION OF SALE:**

The sale of the Schedule 'B' and 'C' Properties shall be completed on or before **31.07.2020** on payment of all amounts due and payable by the Purchaser/s under this Agreement. Time stipulated for completion of sale is essence of this Agreement and both parties make it as essential term of this Agreement and under no circumstances the time stipulated herein would be extended.

3) **TITLE & TITLE DEEDS:**

The Purchaser/s is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Sellers to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Sellers and/or power of the Sellers to develop and sell and no requisition or objection shall be raised in any manner relating thereto. On completion of development of entire Schedule 'A' Property the Sellers agree to deposit the original title documents of Schedule 'A' Property with the Association to be formed by the purchaser/s of apartments and other built spaces in the Schedule 'A' Property.

4) **EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,:**

4.1) The Purchaser/s has/have borne the cost of stamp duty payable on this agreement and will also pay the registration fee, if this agreement is registered before the jurisdictional Sub-Registrar with the consent of Sellers. In addition thereto the Purchaser/s shall be liable to pay all applicable taxes including the prescribed TDS, if applicable, on the sale consideration of Schedule 'B' Property and/or on Schedule 'C' Apartment as the case may be and on production of the evidence of the aforesaid said payment/s the sale deed shall be registered.

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4.2) The Sellers agree to execute Sale Deed in terms of the draft prepared by the Sellers' Counsel for sale of Schedule 'B' and 'C' Properties in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The Purchaser/s agree/s not to claim conveyance or possession till compliance of this Agreement. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Sellers' Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Sellers in respect thereto and the Purchaser/s consent/s for the same.

4.3) The Sellers agree to execute the Sale Deed after fulfillment of the terms of this Agreement to Sell and the Purchaser/s has/have agreed for the same.

4.4) The stamp duty, registration charges, prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' Property and/or 'C' Apartment, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Sellers have no liability in respect thereto.

4.5) The Purchaser/s hereby authorize/s the Sellers to sign and execute the required one or more Deeds of Declaration in respect of each of the Blocks or in respect of the entire Blocks recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in the development '**BRIGADE MOUNTAIN VIEW**' and also get the same registered.

5) **PROPERTY TAXES AND KHATA:**

5.1) The Sellers will pay Municipal taxes and other rates and outgoings on the Schedule 'B' Property upto date of sale and the Purchaser/s shall be liable to pay the said taxes and assessments on Schedule 'B' and 'C' Properties thereafter.

5.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'B' and 'C' Properties on purchase at his/her/their cost from the jurisdictional municipal office and Sellers agree to sign necessary consent letters. In the event of any demand for payment of betterment charges/assessment charges for securing the transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property. The Sellers may agree to assist the Purchaser/s on request in respect thereto on payment of Service Charges as aforesaid.

6) **NATURE OF RIGHT OF USAGE:**

6.1) It is agreed that the buildings constructed in Schedule 'A' Property shall be held by all the purchasers in the respective Block/Building 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 Sellers. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Block/Building shall 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.

6.2) Some of the apartments in the Ground Floor of **Block 'A', Block 'C', Block 'D' and Block 'E'** are attached with a private garden area, and Purchaser/s of the said Ground Floor apartments shall be entitled to exclusively occupy and enjoy the private garden area attached to the said apartment and shall not be entitled to put-up any constructions. None of the Purchaser/s shall be entitled to object for such exclusive use of private gardens by them. The Purchaser/s shall not encroach upon the garden areas of the other buyers and the Purchaser/s of Ground Floor apartment shall maintain the garden area attached to their apartment at his/her/their own cost and expense and at all times in a presentable manner.

6.3) The Purchaser/s agree/s to own and enjoy Schedule 'B' Property to be sold in common with other purchasers of undivided shares and title in Schedule 'A' Property and shall be entitled to all such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in '**BRIGADE MOUNTAIN VIEW**'. The Sellers however shall be entitled to confer additional benefits and rights to specific purchasers at its discretion.

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6.4) The terrace of each of the Blocks will be common to the owners/occupants of the respective Blocks. The right to use the entire Terrace areas shall exclusively vest with the owners/occupants of respective Blocks. Private Garden area for the exclusive use of the apartments for which they are specifically allotted by the Sellers and Purchaser/s shall not have any objection for such allotment by the Sellers or usage by the Purchaser/s to whom it has been specifically allotted.

6.5) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as, parks/Garden (other than specifically conferred to as Private Garden to the Ground Floor Apartment Owners) and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, access, pavements, club house etc., in **'BRIGADE MOUNTAIN VIEW'** in Schedule 'A' Property in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

6.6) The Purchaser/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 Sellers.

6.7) Upon handing over Schedule 'C' Apartment, the Purchaser/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 Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment 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 the Schedule 'A' Property for dumping materials/ debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Sellers or the agency appointed periodically for the maintenance of all common areas and facilities in **'BRIGADE MOUNTAIN VIEW'**.

6.8) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Sellers. The Purchaser/s shall carry out interior works all days except Sundays during the day time between 9 A.M. and 6 P.M. The Purchaser/s shall be fully liable and responsible to clear at their cost the debris generated. The Sellers do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Sellers. The Sellers shall not be responsible/liable for any thefts during the course of the interior works.

6.9) The Sellers have the 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 **'BRIGADE MOUNTAIN VIEW'** and the Purchaser/s shall have no objection/make any claims in respect thereto.

6.10) 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 to be 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 periodical disputes amongst the owners/users of the apartments. In view of the same the Purchaser/s has/have irrevocably authorized the Sellers 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 Purchaser/s further declare/s that he/she/they is/are bound by such earmarking of parking spaces and will not question the authority of Sellers in doing so and further desist from making any issue or claims in respect thereto. In view of the aforesaid, the Sellers are allotting exclusive car parking areas at the basement (level 1 & 2) to the Purchasers who specifically apply for the same and the Purchaser/s will not object to such allotment. The parking area earmarked for the Purchaser/s by the Sellers are binding on the Purchaser/s and the Purchaser/s agree/s to receive the same without any objection.

6.10.1) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

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6.10.2) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule 'B' and 'C' herein. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

7) **CLUB HOUSE:**

7.1) The Sellers have provided Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of '**BRIGADE MOUNTAIN VIEW**'. The Purchaser/s shall utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Sellers/ Association of apartment Owners or by the Agency appointed by Sellers to operate and manage the Club.

7.2) The Club House is for the use of owners/occupants in Schedule 'A' Property in '**BRIGADE MOUNTAIN VIEW**' and the Sellers may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include - Gym, Swimming Pool, indoor/outdoor games arena, Multipurpose hall, and or any other facilities as may be decided by the Sellers.

7.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Association to be formed in the Schedule 'A' Property

7.4) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in '**BRIGADE MOUNTAIN VIEW**', shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers and /or Maintenance Company and /or Association as the case may be, their agents/assigns, from time to time; (ii) the payment of the subscriptions/ usage charges as may be fixed from time to time by the Sellers and /or Maintenance Company and /or Association as the case may be,

7.5) The facilities of the Club are available for the benefit of the Purchaser/s of the Apartments in '**BRIGADE MOUNTAIN VIEW**' and also for the benefit of the Purchaser/s, Owners/Occupants of the apartments and other spaces in Schedule 'A' Property and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

8) **OWNERS ASSOCIATION:**

8.1) The Purchaser/s hereby agree/s and undertake to become a member of the Owners' Association as and when formed by the Sellers and/or by the purchasers of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchaser/s shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

8.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in '**BRIGADE MOUNTAIN VIEW**' but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc.,.

8.3) The Purchaser/s shall permit the Sellers 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 'C' 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.

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PURCHASER/S

9) **COMMON MAINTENANCE & CORPUS DEPOSIT**

- 9.1) The Seller/s / agency appointed by the Seller will undertake upkeep and maintenance of the common areas, amenities and facilities in the buildings '**BRIGADE MOUNTAINVIEW**' in Schedule 'A' Property or entrust the same to any Maintenance Company until handing over of the Project to the Association, whichever is later ("**Official Maintenance Period**"). The Seller is not liable or bound to maintain the common areas or collect the maintenance charges, once the official maintenance period is over. The Purchaser/s shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, amenities and facilities in the building '**BRIGADE MOUNTAINVIEW**' for the period of one year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchaser/s. The Seller is not liable for payment of common expenses for the unsold Apartments.
- 9.2) The Seller/s any agency will undertake the maintenance and upkeep of common areas and roads and facilities in '**BRIGADE MOUNTAINVIEW**' in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice and thereafter entrust the same to the Association to be formed by the Owners of Apartments in '**BRIGADE MOUNTAINVIEW**'. Upon such entrustment, Owners Association shall take up any renewal of any licenses for the Project including Fire force from time to time.
- 9.3) The Purchaser/s shall pay to the Seller/the Agency appointed by the Seller "**Common Maintenance Charges**" as specified by the Builder, which shall be calculated per sq. ft. of Saleable area per month for one year. Any tax liability arising out of this shall be borne by the Purchaser/s. The Common Maintenance Charges is payable by the Purchaser/s as aforesaid on issue of a notice of completion of Schedule 'C' Apartment. With this amount the Seller/Maintenance Agency will maintain the common areas and the facilities in '**BRIGADE MOUNTAINVIEW**' from the date the building is ready for occupation and any deficit shall be made good by the Purchaser/s proportionately. The Seller agree to transfer the maintenance to the Owners Association on its formation and till then the SELLER /Agency will run on payment of common expenses to them every month. The Purchaser/s shall pay the Seller /Agency/Owners Association, as the case may be the common maintenance charges, quarterly in advance or as may billed by the Seller/Agency/Owners Association. However in the event Seller finds the aforesaid sums being insufficient to meet the common maintenance charges for any reason including in case of escalation in the cost of labour and other materials used for Common Area Maintenance, the s are Seller entitled to seek proportionate increase in Common Maintenance Charges.
- 9.4) The Purchaser/s shall contribute proportionate charges for upkeep and maintenance of the common areas and services in '**BRIGADE MOUNTAINVIEW**' by way of monthly maintenance fee which may be collected either quarterly or annually in advance. The monthly maintenance is subject to revision from time to time with periodic escalation. Each of the Purchaser/s shall contribute proportionate additional amount whenever the amount contributed is exhausted and/or is insufficient for the purpose.
- 9.5) At the time of taking possession of the Schedule 'C' Apartment, the Purchaser/s shall pay twelve (12) months' monthly maintenance fee in advance as above and a further twelve (12) months' monthly fee as contribution towards "**SINKING FUND**". The Sinking Fund will be utilized towards minor works and capital expenditure required to be incurred for the maintenance of Common Area and Facilities of '**BRIGADE MOUNTAINVIEW**'.
- 9.6) The Purchaser/s shall also at the time of taking possession of Apartment, pay "**CORPUS FUND**" as specified by the Seller , which shall be calculated per sq. ft. of Saleable Area per month of the Apartment as Owner's contribution for maintenance of '**BRIGADE MOUNTAINVIEW**' Campus. The whole of the Corpus Fund made up of the contributions by the purchasers of the Apartments in '**BRIGADE MOUNTAINVIEW**' shall be retained by Seller till handing over of the common areas to the Association and thereafter transfer the same with accrued bank interest, if any, to the Association so formed in '**BRIGADE MOUNTAINVIEW**'. The Purchaser/s of the respective Blocks in '**BRIGADE MOUNTAINVIEW**' or the Association shall have no right or authority to claim the refund/transfer of the corpus fund on sale/transfer before the formation of Association. The contribution towards Corpus Fund is collected to ensure funds availability for any major repairs or capital expenditure required to be incurred in '**BRIGADE MOUNTAINVIEW**'.

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

10) **LIMITED RIGHT OF PURCHASER/S:**

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

11) **NOT TO ALTER NAME:**

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

12) **ASSIGNMENT:**

a) The Purchaser/s shall not have power or authority to transfer or assign his/her/their right under this agreement to any one, except with prior written consent of the Sellers, the Sellers may at their discretion give consent for such assignment subject to what is stated herein. It is specifically agreed by the Purchaser/s that the Purchaser/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 Sellers 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 Sellers shall at their option permit assignment on charging an assignment fee, of Rs.250/- per sq. ft. Per month or 5% of the consideration stipulated herein for sale of Schedule 'B' and 'C' Properties whichever is higher and to be intimated by the Sellers before granting such permission. The Sellers may grant such sanction, provided at the time of such assignment the Purchaser/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 Sellers shall not be liable to pay any compensation/damages payable by the Sellers under any of the terms and/or conditions of this Agreement to the Purchaser/s or their Assignees/nominees. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions i.e., the Purchaser/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.

b) In addition to above, the Sellers' 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 Purchaser/s:-

- (i) settling all charges outstanding and payable to the Sellers 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 Sale Agreement/Deeds/or any other Agreements/Assignments with the Sellers (as per the format of the Sellers).

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

13) **POSSESSION:**

13.1) The Sellers would intimate the Purchaser/s the date for delivering possession of the Schedule 'C' Apartment to the Purchaser/s and the Purchaser/s shall complete the purchase of Schedule 'B' and 'C' Properties and receive possession as stated above within Fifteen days from the date of such notice and the Sellers shall sell and deliver possession of the Schedule 'C' apartment provided the Purchaser/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.

13.2) The Sellers shall deliver and put the Purchaser/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 consideration and all other amounts due under this Agreement and compliance of all the terms in this Agreement. That on sale of Schedule 'B' and 'C' Properties the Purchaser/s shall have no claim of whatsoever nature against Sellers.

13.3) The Purchaser/s shall receive possession of the Schedule 'C' Property and Schedule 'D' Property on or before the dates stipulated by the Seller in writing, after getting the Sale Deed executed and registered. In case the Purchaser/s defaults in receiving possession as aforesaid and/or complete the purchase, the Seller is entitled to and Purchaser/s shall be liable to pay Rs.10/- (Rupees Ten Only) per sq. ft. of the Saleable area of the Schedule 'D' Apartment per month as holding charges for a period upto 6 (six) months and beyond that at the increased rate of Rs.15/- (Rupees Fifteen Only) per sq. ft per month if the delay continues beyond initial period of 6 (six) months. The period of delay shall be computed from expiry of 15 days of notice period for taking over possession till actual handing over, which the Purchaser/s agrees to pay the same before receiving possession of Schedule 'D' Apartment. In addition, the Purchaser is also liable to pay maintenance charges for the said period

14) **NOTICES:**

14.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

14.2) In case there are joint Purchaser(s) all communications shall be sent by the Sellers to the Purchaser whose name appears first and at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchasers.

15) **SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:**

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

15.2) 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 a sole Arbitrator to be appointed by the Sellers and his award shall be final and binding on the parties hereto and Arbitration shall be 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 Mysore.

15.3) The courts at Mysore alone shall have jurisdiction in all matters relating to this Agreement.

16) **INDULGENCE:**

Any delay tolerated or indulgence shown by the Sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Sellers.

17) **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 shall deemed to be cancelled as at this Date.

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

18) **AMENDMENT:**

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement shall have the effect of amending this Agreement. This Agreement shall be amended only by a written document executed between the parties.

19) **SEVERABILITY:**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties shall:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement shall remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

20) **RULES OF INTERPRETATION:**

This Agreement shall be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a) Words importing one gender shall be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and shall not impact the construction or interpretation of any provision of this Agreement.

21) **CUSTODY:**

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Sellers.

:SCHEDULE 'A' PROPERTY:
(Description of entire Property)

All that Property bearing No.F10/A (Old No.143/A), Harishchandra Road also known as Mysore-Nanjungud Road, Khille Mohalla, Mysore (earlier forming portion of Sy.No.69/14B (Old Sy.No.69), Block No.6, situated in Mysore Kasaba Village, Kasaba Hobli, Mysore Taluk and measuring 1,74,240 Sq. Ft., and bounded by :

East : Road;
West : Private Property belonging to J.S.S.Hospital;
North : Storm Water Drain; and
South : Madhuvana Lands.

For Brigade Enterprises Ltd.,

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PURCHASER/S

**:SCHEDULE 'B' PROPERTY:
(UNDIVIDED INTEREST AGREED TO BE CONVEYED)**

74 Sq. Mtrs., Undivided share, right, title, interest and ownership in Schedule 'A' Property (which comes to **799 Sq. Ft.**, of land share in Schedule 'A' Property).

**:SCHEDULE 'C' APARTMENT:
(DESCRIPTION OF APARTMENT AGREED TO BE CONVEYED)**

All that Residential Apartment bearing **No. C 718** in **Seventh Floor** of **Block 'C'** in '**BRIGADE MOUNTAIN VIEW**' built in Schedule 'A' Property and apartment measuring **1299.43 Sq. Feet** of built up area and **320.57 Sq. Feet** of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring **1620 Sq. Feet** of super built up area approximately, with right to use **One** Covered Car Parking Space in the Lower/Basement Floor and the apartment is bounded by:

East : Courtyard at Brigade Mountain View
West : Open Space towards Private Property
North : Apartment No. D 721 at Brigade Mountain View
South : Apartment No. C 717 at Brigade Mountain View

**:SCHEDULE "D":
:RIGHTS OF THE PURCHASER/S:**

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment and the Building constructed thereon on purchase of Schedule 'B' and 'C' Properties;

- 1) The right to own an Apartment described in the Schedule 'C' above for residential purposes only.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized 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 Purchaser/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 wires causing as little disturbance as possible to the other Apartment purchasers 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 Sellers and/or the Agency appointed by the Sellers or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in '**BRIGADE MOUNTAIN VIEW**' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.

For Brigade Enterprises Ltd.,

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PURCHASER/S

- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
- a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

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

- 1) The Purchaser/s shall be bound by the following obligations :
- a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
 - c) Not to use the space left open after construction in Schedule 'A' Property or in '**BRIGADE MOUNTAIN VIEW**' 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.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall has/have no objection whatsoever to the Sellers 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 Sellers shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Sellers 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.

For Brigade Enterprises Ltd.,

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PURCHASER/S

- 3) An Apartment Owners Association will be formed in respect of Residential Buildings built in Schedule 'A' Property including in respect of the Block in which Schedule 'C' Apartment is a portion and the Purchaser/s shall become a Member of the 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 Sellers or by a maintenance company until expiry of one year and thereafter by Owners Association if it has been formed by that time and Purchaser/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 Sale Deed. Such Association shall be for the purpose of maintenance and management of the building and upkeep of the common areas in **'BRIGADE MOUNTAIN VIEW'**. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in **'BRIGADE MOUNTAIN VIEW'** 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 outgoings.
- 3.1) The Purchaser/s shall pay at the time of registration of Sale Deed to Sellers the agreed sum of Rs.3/- (Rupees Three Only) per Sq. Feet of super built-up area of the Schedule 'C' Apartment per month for 12 months as Sinking Fund which will be utilised for the major maintenance works in the Blocks/Development in **'BRIGADE MOUNTAIN VIEW'** and the unspent sums will be transferred to Association.
- 3.2) Each of the owners of the apartments in **'BRIGADE MOUNTAIN VIEW'** shall contribute proportionate charges for upkeep and maintenance of the common areas and services in **'BRIGADE MOUNTAIN VIEW'** which may be not less than Rs.3/- Per Sq. Ft., super built-up area of the Schedule 'C' Apartment per month.
- 4) The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Sellers 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 Schedule 'A' Property (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 Purchaser/s in proportion to the area of the Schedule 'C' Apartment.
- 5) 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 Purchaser/s to pay the same.
- 6) No apartment owner including Purchaser/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 Schedule 'A' Property.
- 7) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Sellers 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 Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in **'BRIGADE MOUNTAIN VIEW'**.
- 8) The Purchaser/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 Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 9) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Sellers construct and not at any time alter the said elevation in any manner whatsoever.

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

- 10) The Purchaser/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 Purchaser/s shall promptly report to the Sellers 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.
- 11) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in the building and in the said apartment that:
- a) The name and/or apartment number of the Purchaser/s shall be put, in standardised letters and colouring only at the location/board that may be designated by the Sellers at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.
 - c) The Purchaser/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 Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Purchaser/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.
- 12) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
- 13) Since the Purchaser/s is/are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchaser/s shall be entitled in common with the Purchasers/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.
- 14) The Sellers will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'C' Apartment is situated.
- 15) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in **'BRIGADE MOUNTAIN VIEW'**.
- 16) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/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 Purchaser/s.
- 17) The Purchaser/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 of the property in Schedule 'A' above.

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

- 18) The Purchaser/s of apartments in **'BRIGADE MOUNTAIN VIEW'** 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 and Purchaser/s specifically shall not:-
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Sellers or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers.
 - n) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of **'BRIGADE MOUNTAIN VIEW'**.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **'BRIGADE MOUNTAIN VIEW'**.
 - p) Trespass into other residential buildings in **'BRIGADE MOUNTAIN VIEW'** or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' apartment for training any skill or art or occupation or conduct any teaching classes.
- 19) The use of the club house, swimming pool and other facilities by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

For Brigade Enterprises Ltd.,

Authorised Signatories
Seller

PURCHASER/S

- 20) The Purchaser/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 Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in **'BRIGADE MOUNTAIN VIEW'** or by the Owners Association.
- 21) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 22) The Purchaser/s shall maintain at Purchaser's/Purchasers' 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, Mysore 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.
- 23) The Purchaser/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.
- 24) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.
- 25) The Purchaser/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 **'BRIGADE MOUNTAIN VIEW'**.
- 26) The Purchaser/s shall pay to the Sellers or maintenance company or Owners' Association as the case may be the following expenses on prorata basis.
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **'BRIGADE MOUNTAIN VIEW'** including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **'BRIGADE MOUNTAIN VIEW'**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.

For Brigade Enterprises Ltd.,

Authorised signatories
Seller

PURCHASER/S

- 27) That in addition to payment of the expenses referred to in above Para, the Purchaser/s should also pay promptly the Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to all developments in Schedule 'A' Property) periodically or as and when demanded by the Sellers/Maintenance Agency/Owners' Association as the case may be.

SPECIFICATIONS:

1. **FOUNDATION** : Isolated / Combined Footing
2. **SUPER STRUCTURE** : RCC Framed Structure.
3. **BLOCK WORK** : Solid Concrete Blocks.
4. **FLOORING:**
 - COMMON AREA:**
 - Waiting Lounge / Reception / GF Lobby / Lift Lobby : Granite.
 - Other Lift Lobby and Corridors (Upper) : Vitrified Tiles.
 - Service Lift Lobby : Vitrified Tiles.
 - Terrace : Clay Tiles.
 - Basement : IPS with smooth finish.
 - RECREATION HOUSE:**
 - Lobby : Vitrified Tiles.
 - Multipurpose Hall : Vitrified / Vinyl Tiles.
 - UNITS:**
 - Living / Dining / Family / Foyer/Bedrooms/Kitchen : Vitrified Tiles .
 - Master Bedroom : Laminated Wooden Flooring.
 - Balcony / Deck : Anti-Skid Ceramic Tiles.
 - Master Bedroom Toilet : Ceramic Tiles.
 - Other Toilets and Powder Room : Ceramic Tiles.
 - Utility : Vitrified tiles.
 - Servants Room and Toilet : Ceramic Tiles.
5. **WALL DADO :**
 - Kitchen : Provision for Modular Kitchen-600mm Dado
 - ABC
 - M. Bedroom / Other Toilet and Powder Room : Glazed Tile Cladding up to 7 Feet.
 - Servants Room Toilet : Ceramic Tiles
6. **KITCHEN :**
 - Counter : Provision for Modular Kitchen.
 - Plumbing / Electrical : Provision For Water Purifier Point, Refrigerator Point, Microwave point, 1 Bowl & Drain, And Instant Geyser Provision.
7. **TOILETS:**
 - CP Fittings : Kohler or Equivalent.
 - Sanitary Fixtures : Kohler or Equivalent
 - Geyser Point : Provision for Geyser.
 - Shower : Shower area is provided with spout and hand held shower on guide rail.
 - Wall Mounted EWC : TOTO / Kohler or equivalent.
 - False Ceiling : Yes
 - Servant Room Toilet : Jaguar or Equivalent.

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8. DOORS:	
• Main Entry Door – To Apartment	: Teakwood Frame with Designer Shutter
• Bedroom Doors	: Hardwood Frame with OST.
• Toilet Doors	: Hardwood Frame with Flush Shutter Resin Coated and Painted Finish.
• Utility	: Hardwood Frame with Flush Shutter Resin Coated and Painted Finish.
• Balcony Door Screen	: UPVC / Aluminium with Provision of Bug
• Shaft Door	: MS Door Frame with Steel Shutter.
• Servant Room and Toilet	: Hardwood Frame with Flush Shutter.
• Servant Room Entry Door	: Hardwood Frame with Flush Shutter.
9. RAILINGS :	
• Balcony Railing	: MS Railing.
• Stair Railing (Common Area)	: MS Railing.
10. WINDOWS	: UPVC / Anodized Aluminium with safety grill with Bug Screen.
11. PAINTING AND FINISHES :	
11.1. Exterior Finish	: External Texture Paint and External Grade Emulsion/Texture.
11.2. Internal Ceilings	: Oil Bound Distemper.
• Common Area	: Oil Bound Distemper.
• Basement	: Cement Paint.
• Unit Ceiling	: Oil Bound Distemper.
11.3. Internal Walls :	
• Common Area	: Emulsion Painting.
• Internal Apartment	: Acrylic Emulsion Paint.
12. WATER SUPPLY / DRAINAGE :	
12.1. Sewage Line & Drainage	: UPVC.
13. AIR CONDITIONING :	
• Living	: provision for Split AC.
• Bedrooms	: Provision for Split AC.
14. ELECTRICAL :	
• 4 Bhk	: 6KW.
• 3 Bhk	: 5KW.
• 2 Bhk	: 4KW.
• Modular Switches	: Anchor, Roma or equivalent make.
• DG Backup 2BHK.	: 4 KW for 4 BHK + 3-KW for 3BHK + 2KW for
15. SECURITY SYSTEM & AUTOMATIONS	: Provision for Intercom Facility + CCTV -
External.	
16. LANDSCAPING	: Yes.
17. CABLE TV AND INTERNET	: Provision Only.
18. SUSTAINABILITY :	
• Solar Water Heater	: Pre Heated Water for Top 2 Floors.
• Ground Water Recharging	: Yes.
19. LIFT	: Yes

For Brigade Enterprises Ltd.,

Authorised signatories
Seller

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:SCHEDULE 'F':

1. The consideration for sale of Schedule 'B' Property is **Rs. 83,00,000/- (Rupees Eighty-Three Lakh Only)**. Including **One Covered Car Park** in the Lower/Upper Basement. The Purchaser/s has/have paid the Seller **Rs. 5,00,000/- (Rupees Five-Lakhs Only)**
2. The balance amount of **Rs. 78,00,000/- (Rupees Seventy-Eight Lakh Only)** shall be payable by way of the following installments:

Amount Received	: Rs. 5,00,000/-
By 25/06/2020	: Rs. 11,60,000/-
By 20/07/2020	: Rs. 62,25,000/-
By 31/07/2020	: Rs. 4,15,000/-

Total	: Rs. 83,00,000/-
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(Rupees Eighty-Three Lakh Only).

NOTE: The Sale Consideration includes Expenses towards electricity, water & sanitary connections, service charges towards property assessment. Excludes Stamp Duty, Registration expenses including legal fee etc., or any statutory levies like Goods and Service Tax as applicable if any, Maintenance charges, Corpus Funds will be extra at actuals, as detailed in the Application for Allotment and elsewhere in the agreement, will all be extra to be borne by the Purchaser/Owner/s.

Proposed Date of Completion : 31.07.2020

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1)

3rd Floor, BRIGADE POINT
No. 2963, Gokulam Road,
Mysore – 570002.

for **M/s. BRIGADE ENTERPRISES LTD.,**

1)

(Ms. PRATIBHA A. M.),
Asst. General Manager – Sales

2)

2)

(Mr. Udaya Kumar A.),
Sr. General Manager - Legal

SELLERS.**PURCHASER/S.**