

Sl. No: 4191 CERTIFICATE

Certified that a sum of Rs. 20,000/- in words Rs.....

Twenty Thousand Only
has been remitted by Sri/Smt. Ira Kapoor.....R/O.....
(119340).....through D.D. bearing No. 555336 Dated 27/4/21....of
SBI.....(towards Stamp Duty the amount of stamp
duty certified here by is as per the desire of the applicant.

J.N.R/S.R.O.

Date: 27 APR 2021


 Proper Officer
 Sub-Registrar
 Javanagar, Bangalore
AGREEMENT TO SELL

*RET
B3-12K
20,000/-*
This AGREEMENT TO SELL is made and executed on this Twenty Seventh day of April,
Year Two Thousand and Twenty One (27/04/2021), at Bengaluru,

BY AND BETWEEN

M/s SNN PROPERTIES (LLP), a Limited Liability Partnership Firm, having its office at SNN
Mind's Eye, No.4, 2nd Floor, Diagonal Road, 3rd Block, Jayanagar, Bengaluru 560 011,
represented by its Partner/Authorised Signatory,
PAN : ACCFS2149A

Hereinafter referred to as the "SELLER" which term wherever the context so requires, shall
mean and include all its Partners, their successors-in-interest, executors, administrators,
assigns, etc., of the FIRST PART;

AND

1. MRS. IRA KAPOOR, W/o Mr. Nitin Kapoor, aged about 37 years;
PAN : AVJPM5414A
Email : ira9kapoor@gmail.com
2. MR. NITIN KAPOOR, S/o Mr. Virender Nath Kapoor, aged about 42 years;
PAN : AMRPK4497N
Email : nitin5kapoor@gmail.com
Both are residing at 2909, Sobha Mayflower, Bellandur, Bengaluru 560 103

Hereinafter referred to as the "PURCHASER/S" which term wherever the context so
requires, shall mean and include his/her/their heirs, successors, legal representatives,
executors, administrators, etc., of the OTHER PART.

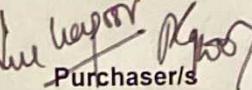
In this agreement unless the context otherwise demands the reference to : (i) male gender
shall mean and include the female gender and vice versa; (ii) singular shall mean and
include plural and vice versa and (iii) living person shall mean and include body corporate
and or any other artificial person.

WHEREAS,

1. The Seller herein is the sole and absolute owner in peaceful possession and
enjoyment of the immovable properties being vacant land having been converted for
residential purposes, measuring 1 Acres 22 Guntas in Sy.No.144, measuring 4 Acres
03 Guntas in Sy.No.145/1 (Old Sy.No.145), 4 Acres 31 Guntas in Sy.No.146/1,
measuring 4 Acres 37 Guntas in Sy.No.147/1 and measuring 10 Guntas in
Sy.No.147/2 presently bearing BBMP Municipal Khatha
No.82/147/2,147/1,147/1,147/1,146/1, 144,145,145/1,146/1 altogether measuring 15

for SNN Properties (LLP)

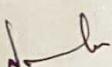

 Partner/Authorised Signatory
 Seller

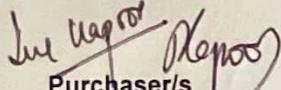

 Purchaser/s

Acres 23 Guntas, situated at Harlur Sarjapura Road, Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully described in the Schedule 'A' hereunder and hereinafter referred to as the Schedule 'A' Property.

2. The Seller is also the owner of certain lands abutting the Schedule 'A' Property and it is also in the process of purchase/acquisition of other lands abutting the Schedule 'A' Property for development.
3. The Seller herein, has purchased the Schedule 'A' Property under the following different Sale Deeds:
 - (i) land measuring 4 Acres 31 Guntas bearing Sy.No.146/1 (formerly part of Sy.No.146) having purchased the same vide an Absolute Sale Deed dated 26/04/2012 registered as document No.BSG-1-00398-2012-13 stored in CD No.BSGD 164 on 27/04/2012, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
 - (ii) land measuring 2 Acres 9 Guntas in Sy.No.147/1 (formerly part of Sy.No.147) having purchased the same vide an Absolute Sale Deed dated 26/04/2012 registered as document No.BSG-1-00406-2012-13 stored in CD No.BSGD 164 on 27/04/2012, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
 - (iii) land measuring 2 Acres 16 Guntas in Sy.No.147/1 (formerly part of Sy.No.147) having purchased the same vide an Absolute Sale Deed dated 26/04/2012 registered as document No.BSG-1-00393-2012-13 stored in CD No.BSGD 164 on 27/04/2012, in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
 - (iv) land measuring 12 Guntas in Sy.No.147/1 (formerly part of Sy.No.147) having purchased the same vide an Absolute Sale Deed dated 10/10/2012 registered as document No.BSG-1-03717-2012-13 stored in CD No.BSGD 181 on 11/10/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore;
 - (v) land measuring 10 Guntas in Sy.No.147/2 (formerly part of Sy.No.147) having purchased the same vide an Absolute Sale Deed dated 10/10/2012 registered as document No.BSG-1-03714-2012-13 stored in CD No.BSGD 181 on 11/10/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
 - (vi) land measuring 2 Acres 12 Guntas in Sy. No. 145/1 (formerly part of Sy.No.145) having purchased the same vide an Absolute Sale Deed dated 18/05/2012 registered as document No.BSG-1-00808-2012-13 stored in CD No. BSGD166 on 03/09/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
 - (vii) land measuring 1 Acre in Sy. No. 145/1 (formerly part of Sy.No.145) having purchased the same vide an Absolute Sale Deed dated 18/05/2012 registered as document No.BSG-1-00802-2012-13 stored in CD No. BSGD166 on 18/05/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
 - (viii) land measuring 31 Guntas in Sy. No. 145/1 (formerly part of Sy.No.145) having purchased the same vide an Absolute Sale Deed dated 03/09/2012 registered as document No.BSG-1-02973-2012-13 stored in CD No. BSGD178 on 03/09/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
 - (ix) land measuring 34 Guntas in Sy. No. 144 having purchased the same vide an Absolute Sale Deed dated 03/09/2012 registered as document No.BSG-1-02973-2012-13 stored in CD No. BSGD178 on 03/09/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore
 - (x) land measuring 20 Guntas in Sy. No. 144 having purchased the same vide an Absolute Sale Deed dated 18/05/2012 registered as document No.BSG-1-00802-2012-13 stored in CD No. BSGD166 on 18/05/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
 - (xi) land measuring 8 Guntas in Sy. No. 144 having purchased the same vide an Absolute Sale Deed dated 18/05/2012 registered as document No.BSG-1-00800-2012-13 stored in CD No. BSGD166 on 18/05/2012 in the Office of the Sub-Registrar, Basavanagudi, Bangalore.
4. In the meanwhile the Bangalore Development Authority (BDA) has permitted the change of land use of the Schedule 'A' Property from Industrial (Hi-Tech) to Residential use under section 14A(3) of Karnataka Town and Country Planning Act, 1961, after collecting prescribed fee, vide Commencement Certificates as mentioned below:
 - bearing No.BDA/TPM/CLU-259,260&261/11-12/1129/2012-13 dated 25/05/2012;

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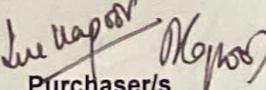

Partner/Authorised Signatory
Seller


Purchaser/s

- bearing No.BDA/TPM/CLU-227/2012-13/2624/2013-14 dated 28/08/2013 and
 - bearing No.BDA/TPM/CLU/213/2013-14/6579/2013-14 dated 26/02/2014
5. Out of the Schedule 'A' Property, the area reserved for park and open space has been released in favour of 'The Bangalore Development Authority', vide Rectification of Relinquishment Deed dated 12/06/2015, registered as Document No.BDA-1-01415-2015-16, stored in CD No.BDAD211, on 15/06/2015, in the office of the Additional District Registrar, Bangalore Urban District.
6. The Seller herein has applied for and obtained the Residential Development plan duly approved for construction of 12 wings of multistoried residential apartment complex and club house in the Schedule 'A' Property, from BDA vide modified work Order bearing No.BDA/TPM/DLP-53/2013-14/561/2015-16 dated 17.07.2015, issued by the Commissioner (BDA), Bangalore. After purchase of the land measuring 4 Acre 03 Guntas bearing Sy.No.145/1 (formerly part of Sy.No.145), and 1 Acre 22 Guntas bearing Sy.No.144, and 03 guntas 'A' Karab conversion in Sy.No.146/1 (formerly part of Sy.No.146) totally measuring 05 Acre 28 Guntas which forms part and parcel of the Schedule 'A' property hereto, the Seller has applied and obtained a Modified Residential Development plan bearing No.BDA/TPM/DLP-53/2013-14/1561/2015-16 dated 17/07/2015, issued by the Commissioner (BDA), Bangalore for construction of 12 wings of multistoried apartments in the Schedule 'A' Property and the Seller, reserves the right to apply for and obtain the modified building plans sanctioned as and when the Seller purchases the lands abutting the Schedule 'A' Property and also for utilizing the unutilized basic and additional FAR as may be legally permissible.
7. The Seller herein has applied for and obtained the modified Residential Development plan duly approved from Bangalore Development Authority for the construction of Building 1, 2, 3 & 4 consisting of 15 wings of multistoried residential apartment complex and identified as A Block, B Block, C Block, D Block and E Block and club house in the Schedule 'A' Property, vide a Modified Residential Development plan bearing No.BDA/TPM/DLP-53/2013-14/169/2018-19 dated 26/04/2018, issued by the Commissioner Bangalore Development Authority (BDA), Bangalore.
8. The Seller herein has applied for and obtained the Modified building plan duly approved from Bruhat Bangalore Mahanagara Palike (BBMP) for the construction of Building 1, 2, 3 & 4 consisting of 15 wings of multistoried residential apartment complex and identified as A Block (consisting of A1 & A2 blocks), B Block (consisting of B1, B2 & B3 blocks), C Block (consisting of C1, C2 & C3 blocks) and D Block (consisting of D1, D2, D3 & D4 blocks) with 2 Basements + Ground + 18 Upper Floors and E Block (Consisting of E1, E2 & E3) with 1 Basement + Ground + 18 Upper Floors and club house consisting of 2 Basements + Ground + 4 Upper Floors in the Schedule 'A' Property, vide its letter bearing No.BBMP/Addl.Dir/JD(South)/LP. 0083/14-15 dated 12/11/2019, issued by the Office of Joint Director of Town Planning (South), BBMP, Bangalore.
9. The Khatha of the Schedule 'A' Property has been recorded in the name of the Seller herein as is evident from the Khatha certificate and Khatha extract dated 29/08/2015 issued by Assistant Revenue Officer, Begur Sub-division, Singasandra Ward, Bommanahalli division, Bruhat Bangalore Mahanagara Palike (BBMP), Bangalore.
10. The Seller herein in accordance with the plan sanction has commenced and completed the construction of residential apartment complex consisting of Building 1, 2 & 3 in the Schedule 'A' Property comprising of A, B, C, D Blocks and Club House and applied and obtained Occupancy Certificate from BBMP on 12/11/2019 vide its letter bearing No.JDBL(S)/ADTP/OC/46/19-20, issued by the Office of the Joint Director, Building License (South), Bruhat Bengaluru Mahanagara Palike, Bengaluru. The entire residential development which is completed and under development in the Schedule 'A' Property and the abutting lands is named as "SNN Raj Etternia" (the Project), by the Seller.
11. The Project has been duly registered with the Real Estate Regulatory Authority vide Registration Certificate of Project bearing

for SNN Properties (LLP)


 Partner/Authorised Signatory
 Seller


 Purchaser/s

No.PRM/KA/RERA/1251/310/PR/170920/000655, issued by the Real Estate Regulatory Authority.

12. The Seller has formulated a scheme for sale of apartments/flats in the Project, in terms of which any person desirous of booking/owning an apartment in the project is required to verify the title deeds and documents of the Schedule A Property and after having satisfied with the marketable title of the Seller to the Schedule A Property, shall identify a particular apartment of his/her/their choice and upon such identification of the apartment, enter into agreement to purchase the said apartment upon the terms, conditions and covenants contained in this Agreement.
13. Accordingly, the Purchaser/s after being satisfied with the overall scheme of owning an apartment in the Project, propounded by the Seller and after being satisfied with the marketable title of the Seller to the Schedule 'A' Property, has/have come forward to book/purchase an apartment in the Project.
14. In terms of the scheme, the Seller has agreed to sell and the Purchaser/s has/have agreed to purchase an apartment in "SNN Raj Etternia" Project, which is more fully described in the Schedule 'B' hereunder and hereinafter referred to as the Schedule 'B' Property.

NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

Pursuant to the foregoing, the Seller has agreed to sell and the Purchaser/s has/have agreed to purchase the Schedule 'B' Property, free from all kinds of encumbrances subject to the terms and conditions set out hereunder:

1. SALE CONSIDERATION AND TERMS OF PAYMENT:

- a) The Seller has agreed to sell and the Purchaser/s has/have agreed to purchase the Schedule 'B' Property for a total sale consideration mentioned in Annexure 'A' appended hereto and the Purchaser/s has/have agreed to pay the said sale consideration as specified in Annexure 'A'.
- b) The Purchaser/s shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Karnataka Power Transmission Corporation Ltd./Bangalore Electricity Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Mahanagara Palike/BDA/BMICAPA and other Authorities as required by the Seller to obtain electricity, water and sewerage connection to the project.
- c) It is agreed that in the event of there being any delay/default by the Purchaser/s to pay the sale consideration as per Annexure 'A', the Purchaser/s shall be liable to pay the same with interest as per State Bank of India highest marginal cost of lending rate plus two percent, monthly rests, for the delayed period. Without prejudice to claim the entire balance sale consideration together with interest, the Seller at its option shall also be entitled to terminate this Agreement by issuing a notice through email or in writing by registered post, calling upon the Purchaser/s to pay the arrears together with interest as per State Bank of India highest marginal cost of lending rate plus two percent for the delayed payment within 15 days from the date of service of such notice. Failure on the part of the Purchaser/s to pay the entire arrears together with interest thereon within 15 days from the date of service of notice, this Agreement shall be deemed to have been terminated. Consequently the Seller shall be entitled to forfeit 10% of the total sale consideration plus GST as applicable, as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination. The balance amount will be refunded by the Seller to the Purchaser/s, within thirty days from the date of Seller selling the Schedule 'B' Property, to any other person/s.
- d) The Purchaser/s has/have agreed to complete this sale transaction within 60 days from the date of booking by making the payment of total sale consideration to Seller without any delay or default. As the time is the essence of this contract, the Purchaser/s shall not seek for extension of time to complete the transaction in any circumstances.
- e) Upon such termination, the Purchaser/s shall not have any claims over the Schedule 'B' Property and the Seller shall be entitled to deal with the same as the Seller may deem fit and appropriate. If however, the Purchaser/s pays up the arrears with

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for SNN Properties (LLP)

Partner/Authorised Signatory
Seller

Purchaser/s

interest as above, within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement continues to be valid. However, at no point of time the Purchaser/s will have any rights over Schedule 'B' Property, till the Schedule 'B' Apartment is handed over to the Purchaser/s by execution and registration of Sale Deed.

- f) The Purchaser/s shall not be entitled to question the sale price at which the Seller sells apartments in the Project to others.
- g) The Seller in addition to the permanent power is also providing as an additional amenity, DG back-up/standby power for the lift, pumps, light in common areas and with limit switch to the Schedule 'B' apartment. The Seller may at its discretion set up COGENERATION PLANT (COGEN) in the Project. The Seller at its discretion may provide electricity to the apartment building from the said captive power source. The Purchaser/s shall pay the consumption charges as per the meter reading. The charges therefore will be as fixed by the Seller/Maintenance Company/Service Provider.

2. TITLE OF SELLER:

The purchaser/s is/are provided with copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Seller to the Schedule 'A' Property the Purchaser/s has/have entered into this agreement. The original title deeds of the Schedule 'A' Property shall be handed over to the Apartment Owners Association upon its formation or upon selling the total apartments in the project whichever is later.

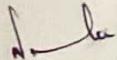
3. SPECIFICATIONS:

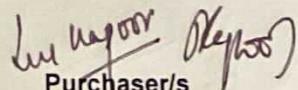
The Schedule 'B' Apartment is constructed in accordance with the specifications detailed in Annexure 'B' to this Agreement.

4. CLUB HOUSE:

- a) The clubhouse in the project is for the use and enjoyment of all owners/lawful occupants of all the apartments of all the Blocks of entire 'SNN Raj Eternia' Project, which is developed by the Seller as a comprehensive composite residential apartment complex, in the lands abutting Schedule 'A' property owned and proposed to be owned by the Seller. All the Purchaser/s of apartment in the composite 'SNN Raj Eternia' project will be eligible to become member/s and utilize the facilities available in the club subject to the rules, regulations and bye-laws that may be framed from time to time for use of such facilities and on payment of such charges/fee as may be prescribed by the Seller or the Agency operating the Club House from time to time.
- b) The ownership and possession of the land and building and the fittings and fixtures in the club house including movable assets will remain absolutely and exclusively with the Seller and /or its associate concerns, agents, nominees, assignee/s and /or transferees and they alone shall be entitled to:
 - (i) Admit the owners/tenants in possession as members of the club. Such members shall be restricted to the owners/tenants of apartments/built spaces in Schedule 'A' Property and to their spouse and children. Members shall have no right, title or interest whatsoever in the club house building and /or assets therein.
 - (ii) Refuse/reject applications for membership/s and suspend members either on account of their disqualification or failure to observe the club's rules and /or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the club facilities therein.
 - (iii) Fix the subscription rates and charges for use of its facilities and amenities and to revise the aforesaid from time to time.
 - (iv) Frame the rules and regulations regarding usage of the facilities at the club.
- c) The Seller may itself run the club and /or engage any person/s to run the club and its activities.

for SNN Properties (LLP)


**Partner/Authorised Signatory
Seller**

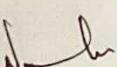

Purchaser/s

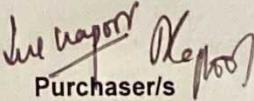
- d) In the event of transfer of ownership of Schedule 'B' Apartment, the membership will be transferred to the transferee/s subject to payment of transfer fee, administrative charges and GST as may be applicable.
- e) The Seller at its discretion and at the cost of the Seller may establish certain facilities such as Health Centre, retail outlets, coffee shops, ATM, Spa, Pharma, Crèche, etc., in the Project. The Seller will be entitled to the profit and or loss arising from establishment and operation of such facilities. All taxes and levies as may be payable with respect to such facilities shall be on the account of the Seller. The Purchaser/s do hereby specifically agree and admit that these facilities will not form the part and parcel of the common area of the project.
The Club House facility will be provided / available for all Blocks in the Schedule 'A' Property and for the apartment blocks that would be developed/constructed in the lands abutting the Schedule 'A' Property that would be acquired by the Seller for development.
- f) The Purchaser/s do hereby agree that though they have the right to use the club house facilities, neither the Purchaser/s nor the association of apartment owners/allottees will be entitled to seek conveyance of the land and building forming part and parcel of the club house.

5. DELIVERY OF POSSESSION:

- a. The possession of the Schedule 'B' Apartment will be delivered by the Seller to the Purchaser/s on execution and registration of the Sale Deed. Though every effort will be made to obtain water and sanitary connections within the stipulated time, no responsibility will be accepted by the Seller for delays' in obtaining such connections, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damages/losses/interest against the Seller on the ground of such delay. The Purchaser/s shall however pay the consumption charges as per bills raised.
- b. It is specifically agreed that the Purchaser/s shall take possession of the Schedule 'B' property immediately on registration of the Sale deed. In case of failure on the part of the Purchaser/s to take possession of the Schedule 'B' property in compliance with this Agreement, the Purchaser/s will be liable to pay a sum of Rs.5/- (Rupees Five only) per Sq.ft., of the super built up area of the Schedule 'B' apartment/property plus GST as applicable, per month, till the Purchaser/s takes possession of the Schedule 'B' Apartment, as pre-estimated administrative/management charges to the Seller. This amount shall be in addition to the interest and other charges including but not limited to maintenance charges payable under this Agreement.
- c. The Purchaser/s shall be liable to pay to the Seller the following expenses commencing from the date of registration of the Sale Deed irrespective of whether the Purchaser/s takes possession or not; or from the date of taking possession of the Schedule 'B' apartment for interiors, whichever is earlier:
 - i) the minimum electricity, water and sanitary demand charges;
 - ii) property taxes in respect of the Schedule 'B' Apartment. However, if either the State or Central government introduces a new levy of taxes, then such taxes will be additionally collected from the Purchaser/s.
 - iii) expenses incurred by the apartment owners association for the maintenance of the Schedule 'B' Apartment;
 - iv) The Purchaser/s share of common maintenance expenses i.e., proportionate share of insurance premium, salaries for the persons appointed by the Seller/apartment owners association to manage and look after the common areas and facilities in the wing in which Schedule 'B' apartment is situated such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Seller or the agency appointed for maintaining all the common areas and facilities, housekeeping consumables etc.
- d. The Purchaser/s upon taking possession of the Schedule 'B' Apartment, shall be deemed to have accepted that the Schedule 'B' Apartment is fully completed in all respects as per the specifications and Purchaser/s shall not have any claim against the Seller for any items of work in the Schedule 'B' Apartment. This however shall not

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Purchaser/s

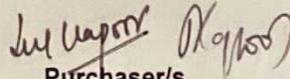
be applicable to any snags reported by the Purchaser/s at the time of taking possession of the apartment, which shall be attended to and rectified by the Seller.

6. NATURE OF RIGHT OF USAGE:

- a) It is hereby agreed and confirmed that the Schedule 'A' Property shall be held by all the Apartment owners owning apartments in the Project as CO-OWNERS, each having a specified undivided share therein as per the terms and conditions mentioned herein and to be mentioned in the Deed of Sale to be executed and registered by the Seller.
- b) The Purchaser/s shall not be entitled to claim any right over the open terrace which is specifically allotted to other Purchaser/s. The open terrace which is not allotted specifically to any of the Apartment owner/s, shall always be kept open as common area/facility to be enjoyed by all the Apartment owners.
- c) The Purchaser/s agree to own and enjoy Schedule 'B' Property, in common with other owner/s or Purchaser/s and shall be entitled to all those rights stated in Schedule 'C' hereunder and the Purchaser/s shall be liable to comply and adhere to all those restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'D' hereunder. However such right shall accrue to the Purchaser/s only after taking possession of the Schedule 'B' property in terms of this agreement. The rights and obligations so detailed in Schedule 'C' and 'D' hereunder are common to all apartment owners.
- d) The Seller would be acquiring the lands abutting the Schedule 'A' property for development. The Seller reserves the right to apply for and obtain the modified building plans sanctioned as and when the Seller purchases the lands abutting the Schedule 'A' Property and also for utilizing the unutilized basic and additional FAR as may be legally permissible. It is made clear that, the Seller shall be at liberty to enter into any arrangement and or agreements with the owners of the abutting lands for including/merging/amalgamating the same with the 'SNN Raj Eternia' project. All common facilities and amenities including but not limited to the Club house facility available to the apartment owners of the 'SNN Raj Eternia' under this agreement shall also be made available to the apartment owners of all the blocks that would be constructed/developed by the Seller in the lands abutting the Schedule 'A' property.
- e) The Purchaser/s do hereby give their consent for clubbing/amalgamating/integrating the lands abutting the Schedule 'A' Property in to the Project. This consent is given by the Purchaser/s, after having fully understood the composite, comprehensive integrated developmental scheme of the Project "SNN Raj Eternia" propounded and undertaken by the Seller.
- f) The Purchaser/s do hereby expressly gives his/her/their consent and no objection to the Seller for using any portion of the lands abutting the Schedule 'A' property for residential or commercial development purposes/service apartments, subject to Seller obtaining the necessary approvals from the competent authorities.
- g) The Seller reserves the right to allot for consideration, exclusive car parking rights in the Project. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have any right to put up any construction on the parking space or enclose the same or use/convert it for any purpose.
- h) Upon handing over Schedule 'B' Property, the Purchaser/s shall not make any structural alterations to the Schedule 'B' property and / or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment.
- i) The Purchaser/s on payment of maintenance charges of the common areas will use and enjoy all the common areas such as, roads, open spaces, common electrical lines and lighting, Sewer, drain, water lines, pipes, internal roads, pavements, etc., in the Project in common with the owners of other apartments. All these common areas and amenities will belong to and vest in all the apartment owners to be used by all of them jointly and in common. The Purchaser/s shall not place any objects/things/articles which hinders free use of common area and amenities and the Purchaser/s shall not use the common area, roads, open spaces in the Schedule 'A' property for dumping materials/debris etc.

for SNN Properties (LLP)


Partner/Authorised Signatory
Seller


Purchaser/s

- j) The drive way, garden areas (except the private terrace and or garden rights) and other greenery abutting the Blocks in the Project are for common use and enjoyment of the apartment owners of the said residential blocks and the same shall be kept free from obstructions and constructions at all times. Garden areas shall always be kept as garden areas only. None of the owners of the respective blocks in the Project shall enclose the blocks with any compound or fencing.
- k) The Seller will not confer on any apartment purchaser/s, any common right (except the private terrace and or garden rights), which is not reserved for or conferred on the Purchaser/s herein, nor shall omit or exclude in the case of such other Purchaser/s, any general obligation which is required to be performed or shared by the Purchaser/s herein, as per Schedule 'D' of this deed;
- l) The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally /specifically imposed / prescribed by the Seller or the agency or Apartment owners Association, for the maintenance of all common areas and facilities in Schedule 'A' Property.

7. AMENITIES:

The amenities provided by the Seller are given at Schedule 'E' hereto. The said amenities will be enjoyed by the Purchaser/s and all apartment owners in terms of the rules, regulations and stipulations framed by the Seller in this regard and subject to payment of fee prescribed by the Seller.

8. SINKING FUND:

Apart from the amount agreed to be paid as per Annexure 'A', the Purchaser/s is liable to pay a sum of Rs.25/- (Rupees Twenty Five only) per Sq.ft of Super built up area of the Schedule 'B' Property, as one time sinking fund towards maintenance deposit. This amount shall be payable along with the payment of balance sale consideration in terms of this agreement. This sinking fund subject to deduction of expenses, if any, will be transferred to the maintenance company/ the apartment owners association as and when the same is formed.

9. SHARING OF COMMON EXPENSES:

- a. The Purchaser/s will be liable to pay the common area maintenance charges from the date of registration of sale deed or 60 days from the date of booking, whichever is earlier, to the apartment owners association for maintenance of the 'SNN Raj Etternia" as per actuals.
- b. The Purchaser/s shall become a Member of the Owners' Association to be formed amongst the owners of apartments in the Project. The Seller has agreed to support/assist the Purchaser/s in the formation of an association within three months from the date of majority of apartments/all the apartments have been sold by the Seller. After formation of the Apartment Owners Association, the Association shall manage the maintenance and upkeep of common areas and roads and facilities in the Project and/or in larger property or entrust the same to one or more Management/Maintenance Companies for the same. The Purchaser/s shall pay to the Association or such Companies proportionate sums for maintenance of common areas and facilities in the Project.

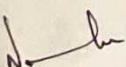
10. INDEMNITY:

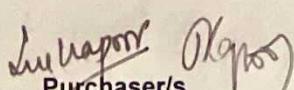
The Seller shall keep the Purchaser/s fully indemnified of and harmless against any action or proceedings; loss or liability; cost or claim that may arise against the Purchaser/s or the property hereby agreed to be conveyed, by reason of any defect in or for want of title on the part of the Seller with respect to the Schedule 'A' property.

11. EXECUTION OF SALE DEED:

The Seller shall, upon fulfillment by the Purchaser of all the terms and conditions of this Agreement, execute and register a Deed of Sale in favour of the Purchaser/s in

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Partner/Authorised Signatory
Seller


Purchaser/s

respect of the Schedule 'B' Property, and the Seller hereby undertakes to do, execute and perform all such acts, deeds and things that may be necessary and at the cost of the Purchaser/s to effectively convey title of the Schedule 'B' Property to the Purchaser/s. The Purchaser/s will not be entitled to claim conveyance of the Schedule 'B' Property until compliance of all terms and conditions of this Agreement. Both the parties shall co-operate with each other for registration of the Sale Deed in pursuance of this Agreement. The Purchaser/s agrees not to claim possession till Sale Deed is executed and registered in his/her/their favour.

12. STAMP DUTY AND FEES ETC:

The Purchaser/s shall exclusively bear all stamp duty, registration charges, deficit stamp duty, legal expenses and all other miscellaneous and incidental expenses for registration of the Deed of Sale in respect of the Schedule 'B' Property.

13. PROPERTY TAXES:

The Seller shall pay property taxes, pro rata charges and all the other outgoings in respect of the Schedule 'B' Property upto the date of registration of Sale Deed of the Schedule 'B' Property. The Purchaser/s shall be liable to pay the taxes, charges or levies etc., from the date of registration of Sale Deed. However, if either the state or central government introduces a new levy of taxes, then such taxes will be additionally collected from the Purchaser/s.

14. NO RIGHT TO OBSTRUCT DEVELOPMENT:

The Purchaser/s shall have no right at any time whatsoever, to obstruct or hinder the progress of the construction of the buildings and other developments in any part of the project in the Schedule 'A' Property and the abutting lands that may be acquired by the Seller for development.

15. DEFECT LIABILITY PERIOD:

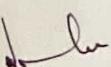
In the event of any Structural defects, being informed by the Purchaser in writing within the period of 5 (five) years from the date of the Occupancy Certificate having been issued. The Seller will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

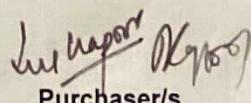
Structural Defect/s in the Unit or the building shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Purchaser/Occupants, vagaries of nature, superficial cracks, etc. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71 (1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding anything stated herein, it is agreed between the parties that:

- i) The Purchaser' of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit /wing/building/phase and in specific the structure of the said Unit/ unit/ wing/building/ phase of the said Project/Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Seller shall automatically become void and stand extinguished.
- ii) That it shall be incumbent upon the Purchaser to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit to prevent water seepage, etc.

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Seller


Purchaser/s

- iii) Where the manufacture warranty as shown by the Seller to the Purchaser expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and if the said annual maintenance contracts have not been renewed by the Purchaser and/or Association of Purchaser the Seller shall not be responsible for any repairs/defects occurring due to the same.
- iv) In case of use inappropriate cleaning materials or any other material, the Seller will not be responsible for any deterioration of the materials in the Unit/Common Areas.
- v) Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the Seller will not be responsible;

In carrying out the repairs of any Structural Defects:

- i) The Seller reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the unit.
- ii) The Seller state that many of the materials procured from factories/Sellers are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the Seller, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Purchaser are informed to expect variations within natural/permissible limits.
- iii) The Seller has ensured that the workmanship of all the works are carried out generally in accordance with the general and detailed specifications as mentioned in the Agreements and as per the sanction plans. That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Sellers/ manufacturers, wherever applicable, that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common Amenities & Facilities of the Project wherever applicable. That the Purchaser has/have been made aware and that the Purchaser expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

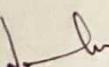
16. ASSIGNMENT/NOMINATION:

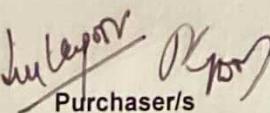
The Purchaser/s is/are prohibited from assigning his/her/their rights under this agreement before getting the sale deed executed in his favour. The Seller at its sole discretion may permit the Purchaser/s to assign his/her/their rights under this agreement on payment of Rs.50/- (Rupees Fifty Only) per Sq.ft of super built up area of the Schedule 'B' Property plus GST as may be applicable. Without obtaining the written consent from the Seller, the Purchaser/s has/have no right to assign his/her/their rights under this agreement. In the event of Seller giving its consent for assignment of Purchaser's right under this agreement, the assignee shall comply with all the terms and conditions which the Purchaser is required to comply and the Assignor and Assignee shall execute all the documents as may be demanded by the Seller. It is made clear that, at the time of signing the assignment agreement, the Purchaser/s shall clear all such amounts due towards Seller/s under this agreement.

17. KHATA TRANSFER:

On execution and registration of the Sale Deed the purchaser/s is/are entitled to secure Khatha of Schedule 'B' Property in his/her/their name at his/her/their cost from the concerned authority and Seller agrees to sign necessary consent letters/papers in this regard and secure the Khatha on payment of service charges thereof.

for SNN Properties (LLP)


Partner/Authorised Signatory
Seller


Purchaser/s

18. NOT TO ALTER NAME:

The Purchaser/s and or the Apartment Owners Association shall not alter or subscribe to the alteration of the name of the Project "SNN Raj Etternia" given by the Seller. Further they shall not subscribe to remove or otherwise stop the illuminating/electronic/electric signage Board/hoarding projecting/showcasing the name of the Project "SNN RAJ ETTERNIA". The cost of maintenance of such hoardings will be part and parcel of common area maintenance charges.

19. RIGHT TO REBUILD:

In the event of destruction of building/s in Schedule 'A' Property or portions thereof, irrespective of such destruction is due to natural calamities, rioting, fire, inundation of water or natural wear and tear, or otherwise for any reason whatsoever nature, the respective owners of the Blocks shall have the right to put up the respective spaces/floors in the place now situated subject to sanction of the plans from the appropriate and competent authorities, as such the Purchaser/s shall have the right to put up only the Schedule 'B' Property as per the sanction plan. If the total built up area sanctioned by the authorities is equivalent to the present area, then the Purchaser/s will have the right to construct and own the same area as owned by him prior to the date of destruction. However, if the area sanctioned is reduced, the Purchaser/s will have the right to construct and own proportionate area. If the sanctioned area is more, the additional area shall accrue to the benefit of the Seller proportionately, subject to the Seller proportionately bearing the cost of construction. Whenever the constructions are so put up after destruction, the foundation for such construction shall be of such and should be able to withstand a minimum of basement, ground and the number of floors that existed prior to its destruction or demolition and for such foundation the respective owners should bear the cost in proportion to the areas in their occupation and accordingly the Purchaser/s shall bear the cost in the ratio of ownership. In the event of any disputes relating to the proposed construction of the Block in Schedule 'A' Property and/or the respective floors, the same shall be settled through arbitration amongst all the disputed parties and the decision in such arbitration shall be final and binding on all the parties.

20. COMPLETE AGREEMENT:

The Parties acknowledge that this is a complete agreement of the terms agreed to between the parties hereto. This agreement supersedes brochures, letter of offer/payment plan, any prior agreements and representations between the parties hereto, whether written or oral. Any such prior arrangements/agreements are deemed to have been cancelled/abrogated with immediate effect.

21. AMENDMENT:

No decision or exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a duly executed written document between the Parties hereto.

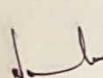
22. INDULGENCE:

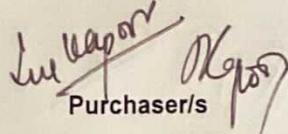
Any delay tolerated or indulgence shown by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the Part of the Seller for any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s. No indulgence shown by the Seller shall in any manner prejudice the rights of the Seller under this Agreement.

23. LEGAL COMPLIANCE:

In the event of any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or

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Seller


Purchaser/s

indications of the same are received by either of the Parties from any relevant competent authority, the parties will:

- a) amend that provision in such reasonable manner so 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 will remain in full force and effect unless the parties decide that the effect of that will defeat the original intention of the Parties.

24. NOTICES:

Any notice/s or correspondence by one Party to the other shall be sent to the address mentioned in this Agreement and such notice/s and correspondence/s is/are deemed to have been served on the Parties, if sent by Registered Post acknowledgement due or by courier or by personal delivery or through email to the address mentioned in this Agreement. No change of address, if any, shall be valid unless the same is recorded in this Agreement and endorsed by both parties. The Parties agree that the notices sent through email, shall also be valid and binding.

25. CUSTODY:

The original of this agreement shall be with the Purchaser/s and the Photocopy of the same shall be with the Seller.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the properties measuring 1 Acres 22 Guntas in Sy.No.144, measuring 4 Acres 03 Guntas in Sy.No.145/1 (Old Sy.No.145), 4 Acres 31 Guntas in Sy.No.146/1, measuring 4 Acres 37 Guntas in Sy.No.147/1 and measuring 10 Guntas in Sy.No.147/2 presently bearing BBMP Municipal Khatha No.82/147/2,147/1,147/1,147/1,146/1, 144,145,145/1,146/1 altogether measuring 15 Acres 23 Guntas, situated at Harlur Sarjapura Road, Kudlu Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, Bangalore, now within the limits of BBMP Ward No.191 and bounded on:

East by	:	Private Property;
West by	:	Private Property;
North by	:	Hosa Road;
South by	:	Private Property;

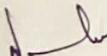
SCHEDULE 'B' PROPERTY

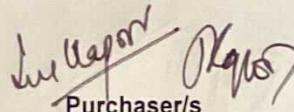
(Description of the Apartment agreed to be conveyed)

An apartment constructed on the Schedule 'A' Property forming part of the residential complex known as "**SNN RAJ ETERNIA**" Apartments and bearing the following details, along with proportionate share of undivided right, title and interest in land in the Schedule 'A' Property, together with proportionate share in all the common areas of the Project.

Apartment Number	B3-174
Apartment Type	Four (4) BHK
Name of the Block	B3
Floor	Seventeenth Floor
Super Built Up Area of Apartment	3210 Square feet
Carpet Area of Apartment	2108.34 Square feet
Balcony & Utility Carpet area	273.30 Square feet
Car Parking Space	Two (2) Covered Car Parking Space (Back to Back)
Undivided share of right, title and interest in land in Schedule 'A' Property	988 Square feet

for SNN Properties (LLP)


Partner/Authorised Signatory
Seller


Purchaser/s

SCHEDULE 'C' - RIGHTS OF THE PURCHASERS

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property:

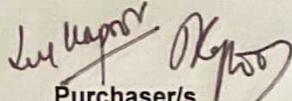
- 1) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 2) The right to subjacent lateral vertical and horizontal support for the Schedule 'B' property from the other parts of the Building;
- 3) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'B' property 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 by the Schedule 'A' Property.
- 4) With the written consent of the Seller/Maintenance Company/Apartment Owners Association, as the case may be, right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other apartment owners.
- 5) 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 'B' property or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any damage caused.
- 6) Right to use along with other Apartment owners all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Seller or Apartment Owners Association when formed.
- 7) Right of admission to the club House along with the other owners of apartments in "SNN Raj Eternia" and use of all facilities provided therein, in accordance with the rules, regulations and bye-laws that may be framed from time to time for use of such facilities and on payment of such charges/fee as may be prescribed by the Seller or the Agency operating the club House from time to time.
- 8) Right to use and enjoy the common areas and facilities in "SNN Raj Eternia" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners.
- 9) Right to make use of all the common road and passages provided in Schedule 'A' Property to reach the Schedule 'B' Apartment without causing any obstruction for free movement therein.

SCHEDULE 'D' - OBLIGATIONS ON THE PURCHASER/S

- 1) Not to raise any construction or demolish or remove the walls inside the Schedule 'B' property and or cover the open balconies with grills or otherwise, without the written consent from the Seller.
- 2) Not to use or permit the use of the Schedule 'B' property in such manner which would diminish the value of the utility of the Project.
- 3) Not to use the space in the land described in Schedule 'A' Property/project for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking slots/spaces.
- 4) Not to default in payment of any taxes or government levies to be shared by all the Apartment owners in respect of the Schedule 'A' Property/project.
- 5) Not to decorate the exterior part of the Schedule 'B' property otherwise than in the manner agreed to by at least two third majority of all apartment owners.
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.
- 7) The Purchasers shall have no objection whatsoever to the Seller handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Seller shall retain the same and the Purchaser/s have given specific consent to this undertaking.

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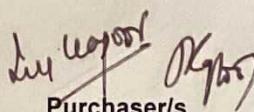

Partner/Authorised Signatory
Seller


Purchaser/s

- 8) The Purchaser/s shall become Member/s of the Owners' Association being formed amongst the owners of Apartments in "SNN Raj Eternia" 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 agreed. The maintenance of all the common areas and facilities in "SNN Raj Eternia" shall be done by the Apartment Owners Association and the Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings to the Association. Such Association shall be purely for the purpose of maintenance and management of "SNN Raj Eternia".
- 9) From the date of registration of sale deed or from the date of occupation or 60 days from the date of booking, whichever is earlier the Purchaser/s would be liable to pay the maintenance charges and all other expenses including the monthly electricity charges in respect of the Schedule 'B' Property to the apartment owners association.
- 10) The Purchaser/s hereby agrees and undertakes 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 agreed.
- 11) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the Apartment Owners proportionately.
- 12) No apartment Owner in "SNN Raj Eternia" is exempted from payment of common maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of their respective apartment. However, the Seller are not made liable to pay the common area maintenance charges for unsold apartments for a period of 2 years from the date of Final Occupancy certificate for the total project.
- 13) The Purchaser/s shall use the apartment only for residential purposes and the car-parking space for parking a light vehicle and not for any other purposes.
- 14) The Purchaser/s shall not alter the front, side and rear elevations of the building.
- 15) From the date of registration of the Sale deed or from the date of taking possession of the Schedule 'B' Apartment for interiors, the Purchaser/s shall maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike/Bangalore Development Authority/ BMICAPA or any other Authority.
- 16) The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto in good condition so as to support, shelter and protect the parts of the entire building 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 assessment and shall not add any structure or excavate any basement or cellar.
- 17) The Purchaser/s herein agrees to keep all the pet/s if any confined within the Schedule B Property and shall not let loose the pet/s outside the Schedule B Property. The Purchaser/s shall ensure that the pet/s do not create any nuisance/disturbance and/or annoyance to the other owners/occupants in the Project.
- 18) The Purchaser/s shall promptly report to the Seller/Maintenance Agency/Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/ floor and wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 19) All the apartment owners in the apartment complex "SNN Raj Eternia" shall adhere to the following:
- The name and/or apartment number of the Purchaser/s shall be put, in standardized letters and coloring only at the location/board that may be designated by the Seller in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number shall not be altered.
 - 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 other wall of the apartment.
 - 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 paint out any decoration/ painting of the interior of the said apartment.

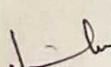
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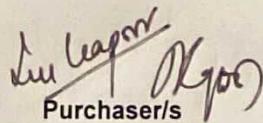

Partner/Authorised Signatory
Seller


Purchaser/s

- d) The Purchaser/s, while carrying on the interior decoration work within the Schedule 'B' apartment, shall not cause any nuisance/annoyance to the occupation of the other apartments in the building and shall not use the common area, roads, open spaces in the Schedule 'A' property/project for dumping materials/debris etc.,
 - e) The Purchaser/s shall jointly observe the rules, regulations, restrictions that may be generally/specifically proposed/prescribed by the Seller or the agency appointed periodically for the maintenance of all common areas and facilities in "SNN Raj Etternia".
 - f) The Purchaser/s shall carry out interior works only during the day time between 9 A.M. and 6 P.M. The Seller does not owe any responsibility for any breakages, damages caused to any of the maintaining works or to the structure already handed over to the Purchaser/s but originally carried out by the Seller. The Seller is not answerable to any thefts during the course of interior works.
 - g) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
- 20) 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 Seller for duly implementing the terms and conditions of this Agreement and for the formation of Owners Association.
- 21) As the Purchaser/s is/are one of the owners of the apartments at "SNN Raj Etternia", the Purchaser/s shall be entitled to use in common with the other Purchaser/s of the other apartments at "SNN Raj Etternia", the common areas and facilities listed hereunder.
- a) Entrance lobby and corridors;
 - b) Lifts/pumps/Generators;
 - c) Common Roads, Open Spaces;
 - d) All other common facilities and amenities including Club House
- 22) The Purchaser/s shall be entitled to use the parking space allotted to the Purchaser/s in the basement floor/s exclusively for the purpose of car parking. The Purchaser/s shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall the Purchaser/s have any right to encroach or use other car parking spaces allotted or otherwise.
- 23) The Purchaser/s shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/Terrace area and parking spaces in the project by:
- a) closing the lobbies; stairways, passages and parking spaces and other common areas;
 - b) making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchaser/s which in the opinion of the Seller differ from the scheme of the building;
 - c) making any structural alterations inside the apartment or making any fresh openings;
 - d) defaulting in payment of any taxes or levies to be shared by the other owners of apartments in the Schedule 'A' Property/project or common expenses for maintenance of the building;
 - e) creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
 - f) installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature;
 - g) using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time;
 - h) bringing inside or park in the Schedule "A" Property/project any lorry or any heavy vehicles without the prior approval of the Seller/Maintenance Company/Apartment Owners Association;
 - i) using the apartment or portion thereof for the purpose other than for residential purposes and not to use for any illegal or immoral purpose;
 - j) entering or trespassing into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use;

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Partner/Authorised Signatory
Seller

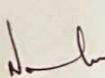

Purchaser/s

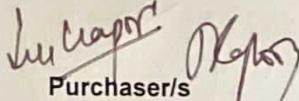
- k) throwing any rubbish or used articles in Schedule 'A' Property/project other than in the Dustbin provided;
 - l) undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Seller/Maintenance Company/ Apartment Owners Association;
 - m) creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment owners in "SNN Raj Eternia";
 - n) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club House in "SNN Raj Eternia";
- 24) Not to use the Schedule 'B' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis and
- 25) Not to use the Schedule 'B' property for training any skill or act or occupation or conduct any teaching classes.
- 26) The Purchaser shall not park any vehicles in any part of Schedule 'A' property/project except in the parking area specifically acquired by the Purchaser and earmarked for the Purchaser.
- 27) The Purchaser shall not plant any tree or trees of any kind in the common areas without consulting the landscaping team or without obtaining the prior consent from the Seller.
- 28) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the multistoried buildings or any part thereof in the Project.
- 29) The common areas and facilities shall remain undivided and none of the apartment owners including the 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/project.
- 30) 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 "SNN Raj Eternia".
- 31) The Purchaser/s shall pay to the Apartment Owners Association, the following expenses proportionately:
- a) Expenses incurred for maintenance of all the landscaping, gardens, maintenance of pots and plants and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, sanitary and electrical lines in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places, expenses for maintenance of the building.
 - b) Payment of salaries to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pump and generator operators and other technicians etc.
 - c)
- 32) In the event of failure on the part of the Purchaser/s to pay the maintenance charges in time, the Apartment Owners Association shall be at liberty to disconnect the water and power connections of the Schedule 'B' apartment/property after issuing a written notice of 15 days to the Purchaser/s. Nonpayment of the dues/arrears of maintenance charges even after the expiry of 15 days will disentitle the Purchaser/s from using the lift and other common facilities.

SCHEDULE - 'E'
LIST OF AMENITIES PROVIDED

1. Badminton Court.
2. Squash Court.
3. Gym
4. Party Hall.
5. Cards Room.
6. Spa (steam, sauna, massage)
7. Table Tennis
8. Chess/ Carrom
9. Billiards.
10. Yoga/meditation room.

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Purchaser/s

11. Swimming Pool, toddler's pool and Jacuzzi.
12. Leisure Pool.
13. Lap Pool.
14. Children Play Area / Sand Pit
15. Tennis Court
16. Half basket ball court
17. Cricket Practice Pitch
18. Walking Track
19. Amphitheatre
20. Sky Garden (Landscape on common terrace).

IN WITNESS WHEREOF, the Parties have signed and executed this **AGREEMENT TO SELL** on the day, month and year first hereinabove written.

SELLER:

For SNN PROPERTIES (LLP)

Partner/Authorised Signatory

PURCHASER/S:

WITNESSES :

1.

2.

ANNEXURE 'A'
Details of payment

The Purchaser/s has/have agreed to pay a sum Rs.72,86,700/- (Rupees Seventy Two Lakh Eighty Six Thousand Seven Hundred Only) towards land cost and a sum of Rs.1,34,06,050/- (Rupees One Crore Thirty Four Lakh Six Thousand Fifty Only) towards cost of construction and Car parking charges, thus the total sale consideration payable by the Purchaser/s to the Sellers shall be a sum of Rs.2,06,92,750/- (Rupees Two Crore Six Lakh Ninety Two Thousand Seven Hundred and Fifty Only). And the Purchaser/s is/are also liable to pay the other charges as mentioned below.

Details of land cost, cost of construction and other charges agreed to be paid by the Purchaser/s:

Sl. No.	Particulars	Amount in Rs.
1	The cost of land	72,86,700/-
2	Cost of construction along with Two (2) Covered Car Parking space, (Back to Back) including development cost	1,34,06,050/-
	Total	2,06,92,750/-

Other Charges:

Sl. No.	Particulars	Amount in Rs.
1	Charges towards KPTCL & BWSSB	7,22,250/-
2	Club house Membership Fee	2,50,000/-
3	Admin / Legal Charges	60,000/-
4	Generator charges	50,000/-
6	Sinking Fund Charges	80,250/-
7	Gail Gas Connection Charges	5,620/-
8	Less towards Special discount	2,00,000/-
	Total	9,68,120/-

Thus, the total sale consideration payable by the Purchaser/s to the Seller is Rs.2,16,60,870/- (Rupees Two Crore Sixteen Lakh Sixty Thousand Eight Hundred and Seventy Only) under this Agreement.

Out of the above sale consideration, the Purchaser/s has/have paid a sum of Rs.5,00,000/- (Rupees Five Lakh Only) to the Seller towards the advance sale consideration price, by way of Cheque bearing No.000028, dated: 12/04/2021, drawn on HDFC Bank, the receipt of which the Seller does hereby admit and acknowledge.

It is further hereby agreed by and between the Parties that, the Purchaser/s shall pay the balance amount of Rs.2,11,60,870/- (Rupees Two Crore Eleven Lakh Sixty Thousand Eight Hundred and Seventy Only) to the Seller at the time of signing of this agreement or at the time of registration of Sale deed whichever is earlier.

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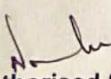
Partner/Authorised Signatory
Seller

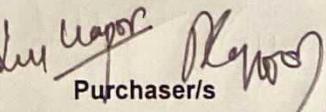
Subhash Kumar
Purchaser/s

ANNEXURE 'B'
(Specifications)

SPECIFICATIONS FOR A, B & C BLOCKS	SPECIFICATIONS FOR 'D' BLOCK
<p>STRUCTURE:</p> <ul style="list-style-type: none"> • Seismic-II zone compliant RCC Framed structure. • Solid concrete block masonry. • 2 levels of covered car parking. <p>PLASTERING</p> <ul style="list-style-type: none"> • Internal walls smoothly Cement plastered with lime rendering. • External walls Cement plastered with sponge finish. <p>PAINTING</p> <ul style="list-style-type: none"> • Internal walls & ceiling with acrylic emulsion paint with roller finish. • External walls with exterior grade emulsion paint. <p>DOORS AND WINDOWS:</p> <ul style="list-style-type: none"> • Main Door: Engineered wood frames with Threshold with laminate foil/veneer dressed engineered flush shutters. • Bedroom &Toilet doors: Engineered door frames with Painted / laminate foil Engineered flush shutters • Balcony Doors: Powder coated aluminum / UPVC sliding / openable door. • SS coated hardware for main door with night latch. Bedroom doors with mortise lock. • Windows: Heavy duty powder coated aluminum/UPVC Modular windows with mosquito mesh shutter. As per architectural elevation design windows (except ground floor) may have wider glazing/increased height windows. Please refer floor plan for the same. In case of casement window no mosquito mesh shutter. • In case of casement window no mosquito mesh shutter. • Ground Floor apartment windows would be provided with grill. • Duplex Penthouses would be provided with double height glazing with balcony doors sliding/casement type for living/dining area. • Toilet ventilators shall be in powder coated aluminum with glass louvers. <p>FLOORING:</p> <ul style="list-style-type: none"> • AC-4 grade Laminated Wooden flooring for one Bedroom. • Vitrified flooring & skirting for living, dining, kitchen, bedrooms. • Superior quality matt finish tile flooring for balconies and utility. 	<p>STRUCTURE</p> <ul style="list-style-type: none"> • Seismic-II zone compliant RCC Framed structure & RCC walls/ solid block masonry. • Internal cement plaster for block masonry. • 2 levels of covered car parking. <p>PAINTING</p> <ul style="list-style-type: none"> • Internal walls & ceiling with acrylic emulsion paint with roller finish. • External walls with exterior grade emulsion paint. <p>DOORS AND WINDOWS</p> <ul style="list-style-type: none"> • Main Door: Engineered wood frames with Threshold with laminate foil /veneer dressed engineered flush shutters. • Bedroom &Toilet doors: Engineered door frames with Painted / laminate foil Engineered flush shutters • Balcony Doors: Powder coated aluminum / UPVC sliding / openable door. • SS coated hardware for main door with night latch. Bedroom doors with mortise lock. • Windows: Heavy duty powder coated aluminum/UPVC Modular windows with mosquito mesh shutter. As per architectural elevation design windows (except ground floor) may have wider glazing/increased height windows. Please refer floor plan for the same. In case of casement window no mosquito mesh shutter. • Ground Floor apartment windows would be provided with grill. • Duplex Penthouses would be provided with double height glazing with balcony doors sliding/casement type for living/dining area. • Toilet ventilators shall be in powder coated aluminum. <p>FLOORING</p> <ul style="list-style-type: none"> • AC-4 grade Laminated Wooden flooring for one Bedroom. • Vitrified flooring & skirting for living, dining, kitchen, bedrooms. • Superior quality matt finish tile flooring for balconies and utility. • Superior quality matt finish ceramic tiles for toilets. • Penthouses staircase in engineered marble/granite with SS railings. • Standard Ceramic tiles for Servant toilet and room.

for SNN Properties (LLP)


Partner/Authorised Signatory
Seller


Purchaser/s

- Superior quality matt finish ceramic tiles for toilets.
- Penthouses staircase in engineered marble/granite with SS railings.
- Standard Ceramic tiles for Servant toilet and room.

KITCHEN AND UTILITY:

- Single bowl sink and floor mounted sink mixer will be handed over to the customers. granite platform will be handed over not installed.
- Ceramic glazed tile dadoing for walls above the counter up to 2'0"height.
- Ceramic glazed tile dadoing in Utility walls up to 4' height.
- Provision for aqua guard, geyser and exhaust.
- Provision for hob and chimney in Kitchen.
- Provision for washing machine in utility area.
- SS sink with drain board in Utility for all apartments.
- Ground floor apartment utility will be enclosed with grill.

TOILET FITTING AND ACCESSORIES:

- Ceramic glazed tile dadoing for wall up to false ceiling.
- White sanitary ware of Cera/ Kohler/Roca/Jaguar/Toto or equivalent make in the toilets.
- Wall mounted commodes.
- Counter type/wall mounted wash basin with basin mixer in all the bathrooms.
- Hot and cold mixer of Jaguar/Kohler/Roca/ Grohe or equivalent make in all toilets.
- Health faucet provided for all the toilets.
- Provision for geyser and exhaust fans in all toilets.
- False ceiling in Toilets.
- External mixer in servant toilet. Floor mounted EWC with PVC flush tank for Servant Toilet.

CEILING:

- False ceiling in Living, dining and all bedrooms for 18th floor apartments. For penthouses the top floor would be done in false ceiling.

PLUMBING:

- All Internal Concealed Plumbing lines will be pressure tested.
- All water supply lines made of CPVC/UPVC of reputed make. All Sanitary lines are PVC of SWR grade.

KITCHEN AND UTILITY

- Single bowl sink and floor mounted sink mixer will be handed over to the customers. Granite platform will be handed over not installed.
- Ceramic glazed tile dadoing for walls above the counter up to 2'0"height. Ceramic glazed tile dadoing in Utility walls up to 4' height.
- Provision for aqua guard, geyser and exhaust.
- Provision for hob and chimney in Kitchen.
- Provision for washing machine in utility area.
- SS sink with drain board in Utility for all apartments.
- Ground floor apartment utility will be enclosed with grill.

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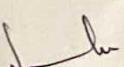
PLUMBING

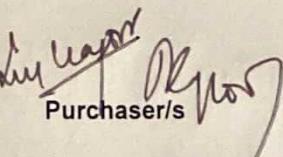
- All Internal Concealed Plumbing lines will be pressure tested.
- All water supply lines made of CPVC/UPVC of reputed make. All Sanitary lines are PVC of SWR grade.

ELECTRICAL

- T.V point in living and bedrooms in all apartments.
- Telephone points in living and one Bedroom for all apartments.
- Fire retardant electric wires of Havells/Lap/RR kabel or equivalent make.

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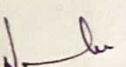

Partner/Authorised Signatory
Seller

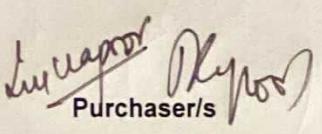

Purchaser/s

<p>ELECTRICAL:</p> <ul style="list-style-type: none"> • T.V point in living and bedrooms in all apartments. • Telephone points in living and one Bedroom for all apartments. • Fire retardant electric wires of Havells/Lap/RR kabel or equivalent make. • Modular electrical switches of reputed Brand. • DG back up for lifts, pumps & common area lighting. • Intercom facility from security to all the Apartments. 	<ul style="list-style-type: none"> • Modular electrical switches of reputed Brand. • DG back up for lifts, pumps & common area lighting. • Intercom facility from security to all the Apartments.
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for SNN Properties (LLP)


Partner/Authorised Signatory
Seller


Purchaser/s