

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (Agreement) is made and executed at Bengaluru this ____ day of _____, 2013

BETWEEN

TATA HOUSING DEVELOPMENT COMPANY LIMITED, a company incorporated under the provisions of the Indian Companies Act, 1913, and an existing company under the Companies Act, 1956, and having its Registered Office at **Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel [W], Mumbai 400 0013** and its regional office South India at **Corniche Al-Latheef Ground Floor – A Wing, No-25, Cunningham Road, Bengaluru–560052**. (hereinafter referred to as the "**First Party**", which expression shall, wherever the context so requires or admits, mean and include, its successor in title and permitted assigns) of One Part;

PROMONT HILLTOP PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office at Trade World, B-Wing, 2nd Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel [W], Mumbai 400013 and corporate office and its regional office South India at Corniche Al-Latheef Ground Floor – A Wing, No-25, Cunningham Road, Bengaluru–560052, (hereinafter referred to as the "**Second Party**", which expression shall, wherever the context so requires or admits, mean and include, its successor in title and permitted assigns) of the Second Part;

For TATA Housing Dev. Co. Ltd. For Promont Hilltop Pvt. Ltd. X

Authorized Signatories Authorized Signatories

AND

_____, Indian Inhabitant(s)/Non Resident Indian/Person of Indian Origin, residing at _____, hereinafter jointly referred to as the **"Third Party"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators and permitted assigns) of the **Other Part**.

(The First Party, the Second Party and the Third Party shall be collectively referred to as **'Parties'** and individually as **'Party'**)

WHEREAS:-

- A.** The First Party has vide Sale Deed dated 23rd, June, 2010 registered under Serial No BNG(U)-BSK 1909/2010-11, stored on CD No BSK.D.73 with the Sub-Registrar at Banashankari purchased all that Property bearing Khata No.824/7/168, Ward No.160, Rajarajeshwari Nagar, Bengaluru, that is residentially converted land bearing Survey No. 168, earlier bearing Survey No. 7 (Block-I), situated at Hosakerehalli Village, Uttarahalli Hobli, Bengaluru South Taluk admeasuring about 14 acres 9.5 Guntas, equivalent to 6,19,641 sq ft, which is morefully described in **'Schedule A'** below and hereinafter referred to as **"Said Property"**.
- B.** The First Party herein, on 14-07-2011, relinquished its rights out of the Said Property admeasuring 61,964 Sq.Ft towards Parks and Open Spaces and 19,657 Sq.Ft towards Road Access in favour of the Bengaluru Development Authority vide the Relinquishment Deed dated 14-07-2011, registered as document No.1248/2011-12, stored in C.D. No. 166 Book 1248 in the Office of the Sub-Registrar, Bengaluru. The First Party has also allocated a Civic Amenities area of 30,982 Sq.Ft. as required by the sanctioning authority. The First Party is entitled to use the benefits accruing under the transfer of development on area relinquished herein above and the Second Party has no objection for the same.
- C.** The First Party on relinquishment of its rights out of the Said Property as mentioned hereinabove, has become the absolute owner in possession of the remaining land in the Said Property admeasuring 5,07,038 Sq.Ft, as on the date of the execution of these presents, which is more fully described hereunder and hereinafter referred to as the **"Schedule A Property"**. The same is delineated in red on the plan thereof hereto annexed and marked as Annexure "A".
- D.** The First Party obtained the sanctioned plan for construction of a Residential building/s_ on the Schedule A Property vide Approval dated 29-07-2011 issued by the Commissioner, Bengaluru Development Authority vide their letter bearing No. DLP-63/10-11/2247 and Sanction Plan dated 30-09-2011 of the Commissioner, Bruhat Bengaluru Mahanagara Palike and issued by the office of the Joint Director Town Planning Cell, Bruhat Bengaluru Mahanagara Palike vide L.P.No73 dated 30-09-2011 comprising of four buildings i.e. Building I (Altura) – 2 basements, Ground and 24 Upper Floors, Building II (Altezza) - 3 basement, Ground and 22 Upper Floors, Building III (Elana) – 2 basement, Ground and 20 Upper Floors, Building IV (Almora) – 4 basement, Ground and 20 Upper Floors along with common entrances, lobbies, passages and amenities named as THE PROMONT along with Water Treatment Plant, Sewage Treatment Plant and Clubhouse, Swimming Pool together with the amenities and facilities therein. forming part of Phase- 1 development. (The entire residential apartment complex to be constructed and developed on the Schedule A' Property shall be referred to as the **"Scheme"** for the purpose of convenience.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

It is further clarified that for Phase- 2 development, the approvals are yet to be obtained and if approvals are received, the Second Party will proceed with the development and construction of Phase -2.

- E. By virtue of the Development Agreement dated 18-10-2012 executed and registered with the Sub Registrar of Assurances at Bangalore bearing No. BNG (U) BSK 8252/2012-13 between the First Party and the Second Party, the Second Party has agreed to undertake the development of the Scheme in the Schedule A Property, which includes the Residential Apartment described in the Schedule B hereunder and hereinafter referred to as **"Schedule B Property"** or **"Residential Apartment"**. Further it is agreed that the sale and transfer of the Property shall be undertaken jointly.
- F. The First Party in view to develop the Schedule A Property entered into a Standard Agreement with its Architect, viz. M/s. Thomas Associates, Bengaluru (hereinafter referred to as **"the Architect"**), who is registered with the Council of Architects and appointed a structural engineer M/s. Chetana Consultants for the preparation of structural design and drawings of the buildings to be constructed on the Schedule A Property. The work on the Schedule A Property is carried on under the professional supervision of the Architect and structural engineer till the completion of the buildings (hereinafter referred to as the said new buildings).
- G. The Third Party being desirous of owning the Residential Apartment and the right to use the parking space in the Scheme, after having inspected the documents of title relating to the Schedule A Property, the Scheme formulated by the First Party as well as the Sanctioned Plan, specifications and other documents relating to the Scheme and after being satisfied about the title, has expressed their intention to (a) enter into an Agreement of Sale in regard to purchase of _____ sq ft undivided right, title and interest in the Schedule A Property, which is more fully described in the 'Schedule C' hereunder and hereinafter referred to as the **"Schedule C Property"** and (b) enter into this Construction Agreement for the construction of the Residential Apartment bearing No. _____ Building No./Name: _____, _____ Floor, developed on the Schedule A Property measuring _____ Sq. Ft. Saleable area, as described in the Schedule B hereunder.

The Second Party herein, has offered and agreed to construct the **Schedule B** Property for the Third Party and the Third Party has accepted the said offer. Pursuant to the said offer and acceptance, the Parties intend to enter into this Agreement and record their understanding, terms and conditions in writing as mentioned below.

- H. The Second Party hereby agrees to construct for the Third Party the Schedule B Property on the Schedule A property as part of the Scheme, for a total consideration of ₹_____/-(Rupees _____ **Only**) as per the plans seen and approved by the First Party and the Third Party has expressly given consent for such variation and /or modifications as the First/Second Party (as the case may be) may consider necessary or as may be necessitated due to construction exigencies, subject however, without substantially altering the size of the Schedule A Property, or its external dimensions and well within the plans sanctioned by the competent authorities.

The Parties intend to record in this Agreement, their understanding in respect thereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Second Party is and shall be constructing and developing the Scheme and other structures on the Schedule A Property, which includes the Schedule B Property, in a phased manner in

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

accordance with the plans, designs and specifications approved by the Municipality, as shown in the Plan hereto annexed and marked **Annexure "A"**, which have been seen and approved by the Third Party with only such variations and modifications as the Second Party may consider necessary or as may be required by the concerned government/local authority to be made in them or any of them;

2 (a). The Third Party hereby enters into this Agreement with the First Party and the Second Party to have the Schedule B Property constructed as shown in the Plan and Specifications hereto annexed and marked **Annexure "B"**, for a total consideration of ₹,_____/-(Rupees _____ **Only**), (Including ₹_____ towards right to use of **Two** no. of covered car parks and ₹ _____ towards club house development charges) along with the right to use the common areas provided in the Schedule A Property, pathways, open spaces, parking areas, garden areas, with amenities , alongwith the common amenities and facilities. A detailed Phase wise Construction activity is annexed hereto as **Annexure "C"**. The nature, extent and description of the common areas, amenities and facilities are set out in the **Schedule D** hereunder written.

(b) It is distinctly and clearly understood and agreed by the Parties that this is only a Construction Agreement in respect of construction of the Schedule B Property. This Agreement is not an agreement for rights of property but a right for construction and development. The Parties hereto categorically affirm and reiterate that the transaction in property is not the subject matter of this Agreement, which is merely a Construction Agreement.

(c). The amounts shall be paid by the Third Party to Second Party in the manner described in **Schedule E**. On or before the execution of these presents ₹ _____/- (Rupees _____ only), being part payment of the consideration payable hereunder as advance payment or deposit (the payment and receipt whereof the Second Party hereby admits and acknowledges) and the Third Party has/have agreed and undertaken to pay to the Second Party the balance of the agreed consideration in the manner described in **Schedule E**.

(d). (I) Price indicated in the Price and Payment Schedule shall be paid as per **Schedule-"E"** as applicable. The price is exclusive of VAT, Service tax and all the other levies as applicable Further the Third Party shall be liable to pay any taxes as may be levied by any appropriate authorities and as may be applicable from time to time, which shall be separately charged and recovered from the Third Party as may be applicable.

(ii) The Third Party hereby agrees that, the Third Party shall be responsible and liable to pay VAT (under Karnataka Value added tax act), Service Tax and / or such other levies, statutory charges etc., as may be applicable on the construction of the Residential Apartment and transfer of the undivided interest in the Schedule A Property in respect thereto. The Third Party would also be liable to pay interest/ penalty/ loss incurred to Second Party on account of the Third Party's failure and /or delay to pay the VAT, Service tax and/or such other levies, statutory charges etc., within 7(seven) days of being called upon by, without assigning any reasons for the same.

(iii) The Third Party hereby agrees that the Third Party shall be liable to pay any taxes, levies statutory charges imposed by appropriate authorities applicable to the Residential Apartment with retrospective effect and if any recovery proceedings in consequence thereof are initiated.

(iv) It is further agreed by the Third Party that the Third Party shall before obtaining the possession of the Residential Apartment pay the requisite amount of VAT, Service tax and any other tax (if applicable) for construction of the Residential Apartment to the Second Party .

(v) In addition to the above, the Third Party further agrees to pay Goods and Services Tax (GST) upon introduction of GST in India by the Government of India, as may be

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

applicable on the transaction of transfer and sale of Residential Apartment by First Party to the Second Party

- 3 (i) Maintenance charges, deposits, electrical meter deposit, documentation/legal charges and other charges as may be applicable, shall be separately charged along with applicable taxes thereon.

(ii) All Drafts/ Cheques are to be made in favor **“Promont Hilltop Private Limited”**, payable at **Bengaluru /at par**. Outstation cheques shall not be accepted.

(iii) If any of the cheque submitted by the Third Party to Second Party is dishonored for any reasons then the Second Party shall intimate the Third Party of the dishonor of the cheque and the Third Party would be required to tender a Demand Draft of the same amount to the Second Party within ten (10) days from the date of dispatch of such intimation by the Second Party and the same shall be accepted subject to Dishonor Charges 'of Rs.2000/- for each dishonor. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement would be deemed cancelled.

4. The Second Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authority at the time of approving and sanctioning the said plans or thereafter.

5. Any default by the Third Party in payment of installment as per **Schedule E** hereof on the due dates shall be construed as a breach of contract committed by the Third Party and in the event of such breach, the Second Party shall, at its option be entitled to charge interest on the defaulted installments at the rate of 18% per annum from the date of default to date of payment; and upon further default.

(I) The Second Party shall be entitled to cancel this Agreement and in such event the monies paid by the Third Party shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:

- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales price and
- (ii) Interest due upon such default
- (iii) All taxes paid / payable, till the date of cancellation by the Second Party.

(II) Second Party shall exercise the said right of cancellation/termination of the Agreement, subject to the following terms and conditions:

- (i) Upon non receipt of payment within due date, the Second Party shall issue a notice to the Third Party(s) to pay the amounts due within 60 (Sixty) days of date of the /due date. The Third Party shall be liable to pay the due amounts with interest accrued thereon. Upon non payment, the Second Party shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the Agreement upon the expiry of the 60 (sixty) days period as mentioned in the notice. The Second Party will issue a cancellation / termination letter without any further notice to the Third Party.

- (ii) Upon the cancellation and termination of this Agreement and the Agreement for Sale, the Second Party shall be at a liberty to sell or otherwise dispose off the Residential Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Second Party may in its sole,

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

absolute and unfettered discretion think fit and proper and the Third Party shall not be entitled to raise any objection or dispute in this regard.

- (iii) The Third Party shall have no right, title, lien, claims or demands against the Residential Apartment. All amounts paid by the Second Party on various accounts will be refunded without any interest, compensation, and damages or otherwise, after deduction of charges as stated hereinabove.

However, it is agreed between the Parties that Second Party shall adjust first the taxes due, interest and then the principle amount due towards the Sale Consideration from the Third Party.

6. TRANSFER OF RESIDENTIAL APARTMENT(S)/AND TRANSFER FEE

6 A (a).The Third Party cannot transfer the Residential Apartment in favour of a third party for a period of 12 (Twelve) months from the date of allotment of the Residential Apartment. Transfer of booking may be permissible after 12 (twelve) months subject to approval by the Second Party, who may at its sole discretion permit the same on payment of transfer charges @ ₹ 125 /- per sq. ft, [taxes extra] and other administrative charges as may be fixed by the Second Party from time to time, submission of *inter alia* affidavit/ undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by the Second Party. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee, as the case may be.

However, the Third Party agree/s and undertake/s to:

- i) Pay the administrative charges as fixed by the Second Party ;
- ii) Register the Agreement/Sale Deed in view of the changes by properly entering into Deeds/s documents and writings in case the Agreement is already registered before affecting the transfer as aforesaid.

6 (b) However, any time after allotment and before the execution of the sale deed , transfer fees of ₹ 10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the Third Party and upon transfer the Parties to this Agreement should only join as parties in the sale deed in favour of the transferees.

6 (c) Any time after allotment and before the execution of the sale deed inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the Original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second / Joint Applicant / Allottee is permissible subject to charges of ₹ 10,000/- (Rupees Ten Thousand only) [taxes extra]. Such transfer shall be allowed only once.

6(d) The request for transfer, inclusion, deletion or swapping shall be allowed only once and subject to clearing all the sums that shall be due and payable to the Second Party on the date of submission of the request application.

6 b. Documentation for Transfer

6B (a) It will be First and Second Party's endeavor to execute Conveyance /Sale Deed of the Schedule C Property before handing over possession of the Residential Apartment. The Sale Deed will be drafted by the Solicitors/Advocates of the First/Second Party and shall be in such form and contain such particulars as be approved by the First/Second Party. No request for any changes, whatsoever, in the Sale Deed will be entertained.

6B (b). In case, the Third Party fails or neglects to get the Conveyance/Sale Deed registered within the date notified, physical possession of the Residential Apartment to the Third Party may be withheld by the Second Party and penalty if any payable under relevant laws for delay in completion of the

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

registration of Sale Deed will be payable by the Third Party till the registration of the Sale Deed is completed. The First/ Second Party (as the case may be) Party shall have the right to cancel the allotment in case the Third Party(s) fails to have the Sale Deed registered within 30 (thirty) days from the date notified to the Third Party. Upon such cancellation, the amounts received from the Third Party will be refunded without any interest but after deduction of applicable charges. If the loan is availed by the Third Party, then the Third Party shall furnish NOC from the bank/financial institution before the transfer.

6B(c) The Third Party(s) shall be required to pay, on demand, to the Second Party or to the Concerned Authorities, as may be so decided by the Second Party(s), the applicable stamp duty and registration charges for Sale Agreement and Sale Deed.

7. The fixtures, fittings and amenities to be provided by the Second Party in the Schedule B Property and in the said buildings are those that are set out in **Annexure "D"** hereto.

8. The Third Party further covenant/s to use and enjoy all the common areas and amenities and facilities in the said complex, including the club house with amenities in the Schedule A Property in common with owners of other apartments. The Third Party shall not place objects/ things/articles, which hinders free use of any common amenities. The common areas shall be used in a reasonable manner and only for the purposes, for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Second Party and/or the Association of apartment owners.

9. The Third Party shall abide by such rules and regulations as may from time to time be framed by the Second Party and/or the Association of apartment owners for use of the common areas, clubhouse, swimming pool, badminton court, and other amenities and facilities.

10. POSSESSION:

The Second Party shall endeavor to give possession of the Schedule B Property to the Third Party on or before **15th May, 2015** but subject to force majeure circumstances and reasons beyond the control of the Second Party, The Second Party shall be entitled to reasonable extension of time 6 [six] months for giving possession. If the Second Party fails to give possession of the Residential Apartment/Schedule B property as aforesaid, then the Second Party shall pay to the Third Party compensation @ 6% per annum for the amounts paid towards the Residential Apartment. The compensation shall be calculated on the basis of the saleable area.

Similarly, if the Third Party fails to take possession within Thirty (30) days from the date of intimation in writing by the First Party /Second Party/receipt of Occupation Certificate, then the Third Party shall be liable to pay holding charges to the Second Party as per the rates mentioned hereinabove for the entire period of such delay.

11. The Third Party) shall use the Schedule B Property or permit the same to be used only for residential purposes, and shall use the Parking Space/s or permit the same to be used only for the purpose of keeping and parking vehicle/s.

12. Notwithstanding anything to the contrary contained in this Agreement or any other agreement or document the Third Party hereby declare/s and confirm/s that the Second Party has prior to the execution hereof, specifically informed him/her/them/it that the Second Party may if permitted construct additional floors and or a new building on the said Property, by utilising the balance unutilised FAR of the Schedule A Property (if any) and/or additional FAR and/or FAR in the form of Transferable Development Rights (TDR) that may originate from other properties/lands, and also when the Municipality and/or other concerned Government/Local Authorities permit/sanction utilisation of such TDR for effecting the construction of the additional floors and/or a new building.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

13. The Third Party hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Second Party for carrying out preparations, alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the additional floors and/or a new building. The Third Party hereby agree/s, undertake/s and covenant/s to give any specific consent in writing in this regard, as may be required by the Second Party.

14. The Second Party has specifically informed and sought the consent and permission of the Third Party to carry out and implement the construction of the additional floors and/or a new building if any and accordingly for the variation of the undivided interest in Schedule A Property being the Schedule C Property.

15. The Third Party expressly agree/s and understand/s that strict compliance of this condition on the part of the Third Party shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Third Party herein, the Second Party has entered into this Agreement.

16 (a) The Third Party along with the other owners of apartments in the Schedule A Property shall join in forming and registering an association under the Karnataka Apartment Ownership Act, to be known as the said Association or by such name as the Second Party may decide in its sole, absolute and unfettered discretion (which name shall not be changed by the Third Party or the said Association without the prior written permission of the Second Party), and for this purpose, from time to time, the Third Party shall sign and execute the application for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the said Association, and for becoming a member thereof, and to duly fill in, sign and return the same to the Second Party within fifteen days of the same being forwarded by the Second Party to the Third Party, so as to enable the Second Party to register the Association under the Karnataka Apartment Ownership Act. No dispute or objection shall be raised by the Third Party if any changes, alterations, amendments, modifications, additions and/or deletions are made in the draft Bye-Laws or the Memorandum and/or Articles of Association, as may be required by the competent authority. It is further agreed and understood by the Third Party that the obligation undertaken herein by the Second Party is to ensure the smooth handover of the common areas to the said Association. However, if the Third Party fail/s to co-operate with the Second Party and the other apartment owners in the formation of the said Association, the Second Party shall have a right to release itself from such an obligation. On such a release being taken by the Second Party, the Third Party shall then be obligated to form the said Association along with the other apartment owners.

(b). The said Association shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and further confirm such terms, conditions and covenants as the Second Party may require and the Third Party shall vote in favour of such resolutions.

17. Commencing a week after notice in writing is given by the Second Party to the Third Party that the Schedule B Property is ready for use and occupation, the Third Party shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Schedule B Property) of all the outgoings in respect of the Schedule B Property and the said new buildings including repairs to the exterior and interior of the said new buildings (but excluding the interior of the Schedule B Property), water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, lifts, water pumps, sewage treatment plant and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Schedule A Property and the said new buildings, club house and swimming pool etc. as set out in Schedule D hereto to be determined by the Second Party at its sole, absolute and unfettered discretion. The proportionate share of outgoings as

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

mentioned hereinabove shall exclude the property taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities in respect of Schedule B Property. Such property taxes shall be directly paid by the Third Party at actuals to the Jurisdictional Local and Public Bodies and Authorities. The Second Party shall be entitled to deduct any sums out of the deposit mentioned in clause 19(a) herein below for any major repairs and replacements required to be made in the Schedule B Property. Until the said Association is formed and registered and the management of the Schedule A Property and the said new buildings are transferred to the Association, the Third Party shall pay to the Second Party such proportionate share of the outgoings as may be determined by the Second Party from time to time, in its sole, absolute and unfettered discretion, and the decision of the Second Party in this regard shall be conclusive, final and binding on the Third Party(s). The amount so paid by the Third Party to the Second Party shall not carry any interest and remain with the Second Party.

18a. The Third Party shall on or before delivery of possession of the Schedule B Property keep deposited with the Second Party the following amounts:-

| Sr. No. | Particulars of Deposits | Amount (₹) |
|---------|--|------------|
| 1 | Legal costs, charges and expenses including for the preparation of all necessary documents, including the Deed of Conveyance/Transfer in favour of the Party of the Second Part, or the Declaration and Deed/s of Apartment. Service charges for formation & registration of Association /Association. | XXXXX |
| 2 | KEB & BWSSB Charges | XXXXX |
| 3 | Advance Maintenance charges. | XXXXX |
| | Total | XXXXX |

The above charges are exclusive of taxes if any applicable on the date of payment.

(b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Third Party shall be liable to bear and pay the same within 7 (seven) days from receipt of the Second Party’s written intimation in this regard.

(c) The amounts paid to and deposited with the Second Party by the Third Party under this clause shall not carry any interest, and shall remain with the Second Party. On the formation and registration of Apartments Owners Association, the aforesaid deposits at Sr.No.3 above (less deductions provided for in this Agreement) shall be paid over by the Second Party to the registered Association.

19(a). The Second Party shall utilise the amount as mentioned in Sr.No. 1 above paid by the Third Party to the Second Party for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Second Party in connection with the preparation of all necessary documents and the formation and registration of the Association, preparing the rules, regulations and bye-laws of the same In respect of the above, the Second Party shall not be liable to render any account to the Third Party and the above amount will be treated as non-refundable charges paid to the Second Party for the aforesaid purposes.

(b) The Second Party shall not be liable to maintain and/or render any account of the non-refundable charges in respect of Sr. No.1 and 2 of clause 18 (a) as above to the Third Party and/or the association. These amounts have been worked out on the basis of the requirements and will be treated as non-refundable charges paid to the Second Party for the purpose as mentioned above. The Third Party confirms that the above amounts are acceptable to them and he/she/it/they waive their right/s to query use of these amounts and/or any increase thereto in future.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

(c) The amounts mentioned in clause 18 (a) shall not carry any interest, and shall remain with the Second Party till such time that the abovementioned expenses are incurred and/or to pay the same from time to time and/or abovementioned amounts are adjusted towards the expenses already incurred, as the case may be subject to clause 18(b) and (c) above.

20 (a) The Third Party 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/ terraces, if any attached to it. The Third Party while carrying on the interior decoration work within the Schedule B Property shall not cause any nuisance/ annoyance to the occupants of the other units in the building and shall not use the common areas for dumping materials/debris etc. The Third Party shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Second Party or the agency appointed for the maintenance of all common areas and facilities within the **Schedule A** Property.

(b) The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, lifts, terraces, recreation areas, swimming pool and club house, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Second Party and/or the said Association.

(c) The Third Party shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Third Party shall not commit any nuisance or do anything, which may cause disturbance or annoyance to the owners/occupants of the other apartments.

21. The Third Party hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Second Party for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the said new buildings. The Third Party hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Second Party in this regard, as may be required by the Second Party in this regard from time to time.

22. The Third Party hereby declare/s and confirm/s that the Second Party has prior to the execution hereof, specifically informed him/her/them/it that there may be some variations in the location of the Parking Space/s and the Third Party has/have given and granted to the Second Party his/her/their/its specific, full, free and unqualified consent and permission for carrying out and implementing the aforesaid variations, and he/she/they/it shall not raise any objection or dispute in respect of the same, and that he/she/they/it shall accept the Parking Space/s as may be relocated by the Second Party and strict compliance of this condition on the part of the Third Party shall be one of the essence of the contract.

23. The Third Party shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the Schedule B Property, or to make any other structural additions/alterations of a permanent nature therein, and therefore, the Third Party hereby agree/s, undertake/s, covenant/s and confirms that it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Third Party shall be one of the essence of the contract.

24. MORTGAGE:

24 (a). The Third Party hereby declares/s and confirm/s that the Second Party has prior to the execution hereof, specifically informed the Third Party that:-

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

(i) The First Party and the Second Party may in future have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), for obtaining a line of credit to the First Party / Second Party to facilitate development of projects undertaken and carried on by them, and as security for repayment of loans which may be advanced to the First Party / Second Party by the said Banks, the First Party and Second Party may create or cause to be created mortgages/charges on the Schedule A Property and constructions thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;

(ii) The title deeds relating to the Schedule A Property may be required to be deposited with the said Banks as security (along with other securities) for repayment of the loans which may be advanced hereafter by the said Banks to the First party / Second Party under the said line of credit arrangement; and

(iii) If the First Party and the Second Party create any such mortgage, it shall be the obligation of the First Party and the Second Party to cause the said Banks to release the security created before execution and registration of the sale deed in favour of the Third Party.

24.(b). Subject to the obligation contained in 24 (a) (iii) above, the First Party and the Second Party specifically reserve their right to offer the Schedule A Property along with the construction thereon or any part thereof, as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the First Party / Second Party, and the Third Party has/have given and granted their specific and unqualified consent and permission to the First Party and Second Party for doing the same.

24.(c).The Third Party hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the First /Second Party hereafter in this regard, and within 7 (seven) days of written intimation in this regard from the First / Second Party, sign, execute and give to the First / Second Party, and in such form as may be desired by the First / Second Party, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the First Party and Second Party offering and giving the Schedule A Property and/or the new buildings and/or the other buildings and structures proposed to be constructed on the same by the Second Party or any part thereof, as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Third Party(s) shall be the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Third Party(s) herein, the First and Second Party has entered into this Agreement.

25. The Third Party hereby agree/s, undertake/s and covenant/s with the Second Party as follows to confirm:-

- (a) To maintain the Schedule B Property at the Third Party's own costs and expenses in good and tenantable condition from the date of possession of the Schedule B Property is taken, and shall not do or suffer or permit to be done anything in or to the said building in which the Schedule B Property forms part, or to the staircases, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Association or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the Schedule B Property or to any part of the said building in which the Schedule B Property forms part; and
- (b) Not to store in the Schedule B Property any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the Schedule B Property forms part, or the storing of which goods, objects or

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

materials is objected to or prohibited by the said Association or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the lifts or the entrances, staircases, common passages or any other structure or part of the said building in which the Schedule B Property forms part, and in case any damage is caused to the said building or any part thereof or to the Schedule B Property on account of any negligence or default of the Third Party or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Third Party alone shall be liable and responsible for all the consequences of the same, and the Third Party shall be liable and responsible to pay the damages for the loss suffered; and

- (c) To carry out at his/her/their/its own costs and expenses, all internal repairs to the Schedule B Property and maintain the same in the same condition, state and order in which the same was delivered by the Second Party to the Third Party, and the Third Party shall not do or suffer or permit to be done anything in or to the Schedule B Property or in or to the said building, which may be against the rules, regulations and bye-laws of the said Association or the concerned government, local or public bodies or authorities, and in the event of the Third Party doing or committing any act, deed or thing in contravention of the above provisions, the Third Party shall be responsible and liable for the consequences thereof to the said Association and/or the concerned government, local or public bodies or authorities;

For the purpose of carrying out interior work of their respective Apartments after the possession, the Third Party shall execute separate Indemnity with the Second Party. Stamp duty on such an Indemnity shall be borne by the Third Party only. The original stamped and signed Indemnity along with the architect certified plans for the interior work shall be submitted to the Second Party. The Second Party shall pay an interest free deposit amount of ₹ 10,000/- by crossed cheque favoring **“Promont Hilltop Private Limited”** to the Second Party before the commencement of the interior work/s by the Third Party. The Security deposit [interest free] of ₹ 10000/- shall be adjusted against such damage caused subject to the following:

i.] If no damage is caused the entire amount of ₹10,000/- will be refunded.

ii.] If the amount of damage ascertained is within ₹ 10,000/-, then the balance amount will be refunded after deducting amount equivalent to damage

iii.] If the amount of damage ascertained is more than ₹ 10,000/-, then in that event the Third Party shall pay for the actual amount of the damage

- (d) Not to demolish or cause or permit to be demolished the Schedule B Property or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the Schedule B Property or any part thereof, nor any alteration in the elevation or outside color scheme of the said building in which the Schedule B Property forms part, and the Third Party shall keep the portion, sewers, drains and pipes in the Schedule B Property and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the Schedule B Property forms part, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the Schedule B Property, without the prior written permission of the said Association and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and
- (e) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Schedule A Property and/or the said new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Third Party shall reimburse the additional premium which may be charged or

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

become payable or which may be claimed by the insurance company; and

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Schedule B Property in the compound or any portion of the Schedule A Property and the said building in which the Schedule B Property is situated; and
- (g) To pay to the Second Party within 7 (seven) days of demand by the Second Party his/her/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for providing water, drainage, electricity, telephone or any other service/utility connection to the said building in which the Schedule B Property forms part; and
- (h) To bear and pay all increases in the, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by the concerned government, local or public bodies or authorities on the Schedule A Property and/or the said new buildings and structures thereon; and
- (i) To observe, perform and comply with all the rules, regulations and bye-laws which the said Association may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said new buildings and structures in the said complex and the Apartments and other premises therein, and for the observance, performance and compliance of the Building Rules, Regulations and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The Third Party shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Association regarding the occupation and use of the Schedule B Property and regarding the use of all common areas, amenities and facilities in the said complex, and the Third Party shall pay and contribute regularly and punctually towards all the rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and
- (j) Till the management of the Schedule A Property and the said new buildings/complex are handed over to the said Association, the Third Party shall permit the Second Party and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or any part thereof, to view and examine the state and condition thereof and shall not obstruct or hinder them in carrying out their duties; and
- (k) To give and render all assistance and facilities to the Second Party as may be required by the Second Party from time to time, including to sign and execute all necessary writings/documents, so as to enable the Second Party to carry out and complete the development of the Schedule A Property in the manner that may be desired and deemed fit by the Second Party in its sole and unfettered discretion.
- (l) The Third Party shall pay promptly any increase in any infrastructure charges [including water and electricity at actuals] as demanded by the Second Party.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

26. The said complex shall always be known as **"THE PROMONT"**, and neither the Third Party herein nor the said Association, shall alter/change this name in any manner, without the prior written consent and permission of the Second Party.

27. RIGHT OF ASSIGNMENT:

The First Party and the Second Party, shall have the right to assign, transfer its interest and obligations under this Agreement in favor of any other developer or group company who shall

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

carry out the development of the Schedule A property as agreed upon this Agreement without any change or alteration in the terms and conditions agreed upon by and between the Parties hereto.

28 VARIATION IN AREA:

The Third Party agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the carpet / salable area of the Residential Apartment as follows:

- (I) In case of increase / decrease upto 2% of the increase / decrease in the Carpet / Salable area of the Apartment shall be acceptable to the Third Party(s) and no changes / refund as the case may be will be made.
- (II) In case of increase / decrease beyond 2% upto 10% shall be subject to charges / refund proportionally as the case may be.
- (III) In case of increase / decrease beyond 10%, the Third Party(s) shall have an option to withdraw / cancel the booking. In case of withdrawal / cancellation, the Second Party shall refund all the monies paid by the Third Party(s) without any interest.

In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Third Party(s).

29A. RECREATIONAL CLUB

The Second Party proposes to develop a recreational club with a pool, fitness center and multipurpose hall in the Schedule A Property subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Third Party has/have agreed to pay development charges (as mentioned in clause-2(a)) of this club. This club may be developed simultaneous to or after development of the Residential Apartment and the Third Party agree/s to pay all such other charges as may be stipulated by First Party from time to time. It is also clarified that the usage rights to the club will be available to the Third Party and no guest of the Third Party will be allowed entry to the club without prior permission of the Second Party / Maintenance Agency and the facilities will be used on terms and conditions as may be stipulated by Second Party / Maintenance Agency from time to time.

29 B. RECREATIONAL CLUB: ADDITIONAL FACILITY

The Third Party may be allowed to have a right to use the Recreational Club/s developed / owned / managed by the First / Second Party or its subsidiaries or third party entities to be notified by the Second Party from time to time, subject to charges, terms and conditions laid down by the Second Party or its subsidiaries or third party entities, interalia the Second Party or its subsidiaries or third party entities shall be entitled to grant any third party a "right to use" the Club in the Complex subject to charges, terms and conditions as may be laid down by the Second Party or its subsidiaries or third party entities.

It is further clarified that the Second Party shall be entitled to the revenue generated from the recreational Club, until the handing over of the management of the building to the Association /Society.

30. All notices to be served on the Parties as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served if sent to the Parties by Registered Post A.D., Under Certificate of Posting or hand delivery, at his/her/their/ its address specified hereinabove and electronic mail as specified [at the officially notified email id by the Parties].

31. The Third Party shall bear the stamp duty and registration fees payable in respect of the Deed of Conveyance/ Transfer of the Schedule C Property and the structures constructed thereon and all other related/incidental deeds, documents, instruments and writings, to be executed by the First Party and the Second Party in favour of the Third Party.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

32. The Third Party hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, undertaking, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the Second Party and/or its agents to the Third Party and/or his/her/ their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law, shall be deemed to form part of this Agreement or to have induced the Third Party to enter into this Agreement.

33. The Third Party is/are aware and understand that the Second Party has entered into this transaction and has agreed to construct the Residential Apartment to the Third Party, relying solely on the Third Party agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Third Party to be observed, performed, fulfilled and complied with, and therefore, the Third Party hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Second Party and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Third Party.

34. MAINTENANCE:

- a. The Second Party shall have the right to appoint the Maintenance Agency for the upkeep and maintenance of the Complex.
- b. The Third Party shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Project and other deposits and charges for the various services therein, as may be determined by Second Party or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the maintenance agency will be at the sole discretion of Second Party and the Third Party shall abide by the decision of Second Party and effect the payment.
- c. The Third Party upon completion of the Project agree/s to enter into a maintenance agreement with Second Party or any association/ body/ condominium of Premises owners or any other nominee/ agency/ association (s) or other body for the maintenance and upkeep of the Complex/buildings and the Third Party undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Third Party is in occupation of the said Premises or not and work is still going on in adjacent tower/ buildings and infrastructure facilities including club etc. are not fully completed.
- d. The Third Party agree/s and understand/s that the right of entrance to the Residential Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Second Party or the Maintenance Agency appointed by Second Party from time to time.
- e. Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:

If the Second Party or maintenance agency decides to apply for and thereafter receives permissions from Electricity Board or from any other body /Licensing authority constituted by the Government of Karnataka for such purpose, to receive and distribute bulk supply of electrical energy in the complex /

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

buildings then the Third Party undertake/s to pay on demand to Second Party /Maintenance Agency, all applicable deposits and charges paid /payable to Electricity Authorities /Any other body/Licensing Authority as determined by the Second Party , failing which the same shall be treated as unpaid portion and the possession of the Residential Apartment shall be withheld till full payment thereof is received by the Second Party .

Proportionate share of cost incurred by the Second Party for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by the Third Party on demand. Further, in case of Bulk supply of electrical energy, the Third Party agree/s to abide by all the terms and conditions of the sanction including but not limited to waiver of the Third Party's rights to apply for individual /direct electrical supply connection directly from the Electrical Authorities /any other body responsible for supplying of electrical energy. The Third Party agree/s to pay increase in the deposits, charges for bulk supply of electrical energy.

The Third Party shall plan and distribute its electrical load in conformity with the electrical systems installed by the Second Party. The Third Party shall sign and execute all other documents, agreements, etc. for the purpose of obtaining Electricity, Power back-up facility, etc. as and when required by the Second Party.

35. JURISDICTION AND DISPUTE RESOLUTION

- (a) All disputes or differences relating or arising out of or in connection with the terms and conditions contained herein, shall be mutually discussed and settled between the Parties.
 - (b) However, disputes which cannot be settled amicably between the Parties shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Second Party at Bengaluru only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
 - (c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Bengaluru.
36. Any delay tolerated or indulgence shown by the Second Party in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Third Party by the Second Party, shall not be treated/construed as a waiver on the part of the Second Party of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Third Party, nor shall the same in any manner prejudice the rights of the Second Party.
37. The Parties hereto acknowledge, declare, and confirm that this Agreement represents the entire agreement between them regarding the subject matter thereof and any alterations, additions or modifications hereto shall not be valid and binding unless the same are reduced to writing and signed by or on behalf of the Parties.

38. **FORCE MAJEURE:**

The Third Party(s) agree/s that the sale and possession of the Schedule B Property is subject to “**Force Majeure Events**” which mean any event or combination of events or circumstances beyond the reasonable control of the Second Party, which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures, be prevented or

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

caused to be prevented, and which adversely affects the Second Party's ability to perform its obligations under this Agreement, and shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, typhoons, hurricanes, storms, landslides, lightning, explosions, and other natural disasters or calamities;
- (b) prolonged failure of energy, revocation of sanctioned Approvals by, court orders/injunctions, change of laws, action and/or order by statutory and/or government authority, third party actions and which are not attributable to the the Second Party resulting in stoppage of project.;
- (c) Political/Public strikes or lock outs other than strikes initiated by the First Party, Second Party and or its Subsidiaries, or their employees and /or external agencies associated with the Project or acts of terrorism, civil commotion, sabotage, plagues etc;
- (d) non-availability of labor, cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries beyond a period of 3 months from the initial date of non-availability;
- (e) events of war, war like conditions, blockades, embargoes, insurrection, governmental directions and intervention of defense authorities or any other agencies of government, riots,
- (f) acquisition/requisition of the said Property or any part or portion thereof and or the Premises or any part or portion thereof by the government or any other statutory authority and such other circumstances affecting the Development of the Project.
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a Party from proceeding with implementation of the Project as agreed in this Agreement; or
- (h) any event or circumstances analogous to the foregoing.

39. **MISCELLANEOUS:**

- a) The Third Party agree/s to be bound by any additional terms and conditions provided in the Sale Deed.
- b) The Third Party shall not obstruct or hinder, for any reason whatsoever, the progress of the construction of the proposed Buildings or any part thereof.
- c) In this Agreement, the word 'He' shall mean and include "She" and "They".
- c) This Agreement is drawn in two sets, the First Party & the Second Party shall retain the one set and the second set shall be retained by the Third Party.
- d) The reference to the registered Agreement shall mean the registration of Sale Deed Conveyance as the case may be.

40. This Agreement shall be co-terminus and co- extensive with the Agreement for Sale of the evendate.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

SCHEDULE – A

(Description of Property [The property on which the Building is being constructed])

All those pieces and parcels of residentially converted property bearing BBMP Khata No.824/7/168, Hosakerehalli Ward No.160, Rajarajeshwari Nagar, Bengaluru that is residentially converted land or grounds, hereditaments and premises bearing Survey No.168 {old Survey No.7, (Block-I)}, situated at Hosakerehalli Village, Uttarahalli Hobli, Bengaluru South Taluk admeasuring **about 14 acres 9.5 Guntas** equivalent to **6,19,641** sq ft and bounded as follows: -

On or towards the East : Partly by Road, Partly by Survey No.157, Survey No.158;
On or towards the West : Road;
On or towards the North : Land bearing Survey No.7;
On or towards the South : Arehalli Village Boundary;

SCHEDULE – B

(Residential Apartment to be constructed, owned and enjoyed by the Third Party by virtue of having purchased undivided rights in Schedule A Property, as described in Schedule C)

The Residential Apartment bearing No. _____, Building No./Name: _____, _____ Floor, situated in the Schedule A Property measuring _____ sq ft. saleable area which includes the exclusive right to use **Two** Basement Car Parking.[suggest deletion as amenities provided are separately provided in Schedule D and annexure D

SCHEDULE – C

(Property hereby agreed to be sold to the Third Party being the undivided right in Schedule A Property)

All that piece and parcel of _____ Sq. ft. undivided share, right, title and interest in Schedule A Property,

SCHEDULE- D

The amenities mentioned in this schedule will be completed within 6 months from completion of Phase-I

(Description of the common areas, amenities and facilities)

Club House (3 levels) in Tower 4

Basement Car Parking below Tower 1,2,3,4

Sewage Treatment Plant,

Water Treatment Plant,

Outdoor infinite edge Swimming Pool, outdoor children’s wading pool,

Indoor temperature controlled Swimming Pool,

Indoor Jacuzzi,

Squash Court, Outdoor Mini Basketball Court,

Gymnasium and Yoga centre, Table Tennis & Pool Table, Card Room, Golf Simulators, Mini

Theatre, Library, Space for Restaurant, Bar & Lounge, Banquet Hall & Convenience Store.

For TATA Housing Dev. Co. Ltd. For Promont Hilltop Pvt. Ltd. X

Authorized Signatories Authorized Signatories

SCHEDULE- E

The consideration for the construction of **Schedule B** Property on the **Schedule A** Property other than the deposits and other sums payable under this Agreement is ₹ _____/-(Rupees _____ **Only**). (Including ₹ _____/- towards right to use of **Two** no. of covered car parks and ₹ _____/-. The said consideration is paid as follows:

a.The Third Party(s) has/have paid to the Second Party a sum of ₹ _____/- (**Rupees _____ Only**) along with the Service tax of ₹ _____/-(Rupees _____ only) and VAT of ₹ _____/- (Rupees _____ only) totaling to ₹ _____/- (Rupees _____ only) vide Cheque bearing No. _____dated _____ drawn on _____ **Bank** on execution of this Agreement, which is received by the First Party from the Second Party.

b.The Third Party hereby agree/s and undertake/s to pay to the Second Party the balance amount of the agreed purchase price, being ₹ _____/-(Rupees _____ **Only**), in the following manner (each instalment being in proportion of each individual component):-

| PAYMENT SCHEDULE – CONSTRUCTION AGREEMENT | |
|---|-----------|
| PARTICULARS | AMT. in ₹ |
| Installment | XXXXXX |
| Installment | XXXXXX |
| Installment | XXXXXX |
| Installment | XXXXXX |
| Installment | XXXXXX |
| Total | XXXXXX |
| Rupees _____ Only | |

Taxes extra as applicable from time to time

For TATA Housing Dev. Co. Ltd.

Authorized Signatories

For Promont Hilltop Pvt. Ltd.

Authorized Signatories

X

IN WITNESS WHEREOF the PARTIES hereto have signed this AGREEMENT on the date, month and year first above-written at BENGALURU.

Signed and delivered by the withinnamed)
First Party **TATA HOUSING DEVELOPMENT CO. LTD**)
Represented by its Authorised Signatory/)
Constituted Attorney _____)
_____)

in the presence of

1.

2.

Signed and delivered by the withinnamed)
Second Party **PROMONT HILLTOP PRIVATE LIMITED**)
Represented by its Authorised Signatory/)
Constituted Attorney _____)
_____)

in the presence of

1.

2.

Signed and delivered by the within named)
Second _____)
_____)

in the presence of

1.

2.

For TATA Housing Dev. Co. Ltd. For Promont Hilltop Pvt. Ltd. X

Authorized Signatories Authorized Signatories

ANNEXURE A
*(Plan with regard to **Schedule A** Property)*

| | | |
|--------------------------------|-------------------------------|---|
| For TATA Housing Dev. Co. Ltd. | For Promont Hilltop Pvt. Ltd. | X |
| Authorized Signatories | Authorized Signatories | |

ANNEXURE B
*(Plans and specifications with regard to **Schedule B** Property)*

| | | |
|--------------------------------|-------------------------------|---|
| For TATA Housing Dev. Co. Ltd. | For Promont Hilltop Pvt. Ltd. | X |
| Authorized Signatories | Authorized Signatories | |

ANNEXURE C
(Phase wise details of Construction)
Phase I – Four towers with apartments
Phase II [Yet to be approved]

ANNEXURE “D”
SPECIFICATIONS, FIXTURES, FITTINGS AND AMENTITIES

| | | |
|---|-----------------|--|
| Main Entrance Lobby at Ground Floor Level and Basement Lobbies | Flooring | Imported Marble |
| | Skirting | Imported Marble |
| | Walls | Imported Marble Cladding up to False Ceiling Height |
| | Ceiling | False ceiling with painted finish |
| Staircase | Tread | Imported Marble up to 2 nd floor and Kota Stone treads for the rest |
| | Risers | Imported Marble up to 2 nd floor and Kota Stone risers for the rest |
| | Skirting | Imported Marble up to 2 nd floor and Kota Stone skirting for the rest |
| | Walls | Plastic Emulsion Paint |
| | Ceiling | Plastic Emulsion Paint |
| Living/ Dining Room | Flooring | Imported Marble |
| | Skirting | Imported Marble |
| | Walls | Plastic Emulsion Paint |
| | Ceiling | Plastic Emulsion Paint |
| Bed rooms | Flooring | Imported Marble for Master Bedrooms, Engineered Wooden Flooring for other bedrooms |
| | Skirting | Imported Marble/ Engineered Wood as applicable |
| | Walls | Plastic Emulsion Paint |
| | Ceiling | Plastic Emulsion Paint |
| Kitchen | Flooring | Vitrified Tiles |
| | Dado | Vitrified Tiles up to lintel height above platform |
| | Wall above Dado | Plastic Emulsion Paint |
| | Ceiling | Plastic Emulsion Paint |
| | Modular Kitchen | European Make |
| Toilets | Flooring | Vitrified Tiles |
| | Dado | Vitrified Tiles |
| | Ceiling | False ceiling with painted finish |
| Doors | Main Doors | Teak wood Frame, Flush Shutter with Veener Finish, Polished and Stainless Steel fittings |
| | Other Doors | Red mirante/sal wood Frame, Flush Shutter with laminate finish, Stainless Steel fittings |
| | Utility | Red mirante/sal wood Frame, Flush Shutter, Painted Finish, Stainless Steel fittings |
| Windows | Balcony | UPVC Sliding window/door |
| | Other Windows | UPVC Sliding/Fixed/Casement Windows |

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

| | |
|---|--|
| C.P.fittings | Hansgrohe / or equivalent make |
| Jaccuzzi for a 4 BHK Master Bathroom / Bath Tub for a 3 BHK Master Bathroom | Duravit/equivalent make |
| Water Closet | Duravit/ equivalent make |
| Wash basin | Duravit/ or equivalent make |
| Sink | Double bowl with Drain board-Stainless Steel Franke / Nirali /Neelkant sink or equivalent make to be integrated with the modular kitchen |

• Electrical Fittings

- 1. Point wiring -Concealed Copper wiring will be provided for adequate number of power & light points
- 2. Telephone Points – In all bedrooms and Living Hall
- 3. TV Points – In all bedrooms

| | |
|-------------------------|---|
| Wiring / Accessories | Schneder Flat Switches & Sockets / Legrand/Siemens/ Havells/ or equivalent make |
| Exhaust fans in toilet | Crompton Greaves/Bajaj / or equivalent make |
| PVC Conduits | Supreme/VIP/Finolex/KK.Industries or equivalent make |
| Telephone cables, Wires | Finolex /Delton/Doorvani/Teracom or equivalent make |

- Smart Home Automation (Includes Split air conditioning control, Geyser control, Burglar alarm, Standalone Gas detection, Switch controlled motorized channels for window curtains)
- Split AC units in the living, dining and bedrooms with outdoor units mounted in the utility area.

For TATA Housing Dev. Co. Ltd.

For Promont Hilltop Pvt. Ltd.

X

Authorized Signatories

Authorized Signatories

Dated this _____ Day of _____

Between

TATA HOUSING DEVELOPMENT COMPANY LTD

AND

PROMONT HILLTOP PRIVATE LIMITED

AND

CONSTRUCTION AGREEMENT

THE PROMONT

BENGALURU

| | | |
|--------------------------------|-------------------------------|---|
| For TATA Housing Dev. Co. Ltd. | For Promont Hilltop Pvt. Ltd. | X |
| Authorized Signatories | Authorized Signatories | |