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GOVT. OF KARNATAKA

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AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS
DAY OF SEPTEMBER, TWO THOUSAND EIGHTEEN (24 /09/2018) AT BENGALURU
BY AND BETWEEN:

M/s. PRESTIGE SOUTH CITY HOLDINGS, a Partnership Firm, having its office at
"The Falcon House", No.1, Main Guard Cross Road, Bangalore - 560 001, represented
herein by its Managing Partner M/s. Prestige Estates Projects Ltd., acting through its
Authorised Signatory, hereinafter referred to as the "SELLERS/BUILDER" (which
expression wherever it so requires shall mean and include its successors-in-interest,
and assigns etc.,) OF THE FIRST PART;

:AND:

MR. SRINATH SRIDHARAN
Aged about 35 years
S/o. Mr. Sridharan S

MRS. VIJAYALAKSHMI EASWARAN
Aged about 36 years
W/o. Mr. Srinath Sridharan

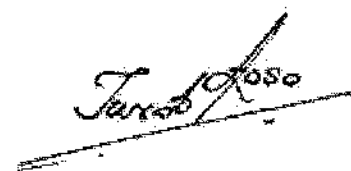
Both are residing at: D - 203, Keerthi
Harmony Apartment, T C Palya Main
Road, 4th main Road, Ramamurthy
nagar, Bangalore - 560016

hereinafter referred to as the "**PURCHASER/S**" (which expression shall wherever the
context so requires or admits, mean and include all his/her/their legal heirs,
representatives, executors administrators and permitted assigns) OF THE SECOND
PART:



Srinath
Srinath Sridharan

- (ll) **"Schedule "F" Property"** is the undivided share of the land described in Schedule "E" corresponding to the Schedule "G" Apartment more fully set out in the Schedule "F" hereto;
- (mm) **"Schedule "G" Apartment"** is the apartment which is being constructed under the Scheme and more fully described in the Schedule "G" hereto by the Sellers for the Purchaser/s ;
- (nn) **"Scheme"** shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment (which undivided share is computed corresponding super built up area of such Apartment taking into consideration the total super built up area achieved on the land extent comprised in the Schedule E Property including utilisation of transferable development rights i.e. TDR, if any).
- (oo) **"Sellers' Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 9 below;
- (pp) **"Specifications for the Project"** shall mean the specifications of construction of the Project set out in Annexure III hereto or any equivalent thereto in terms of quality ;
- (qq) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time , which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- (rr) **"Structural Defects"** shall mean any structural defect relating to Schedule G Apartment as provided in the Act;
- (ss) **"Super Built Up Area"** of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project ;
- (tt) **"Tower/s "**shall mean twenty residential apartment towers to be constructed in Project as per the Sanctioned Plan ;



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WHEREAS the Seller herein is the sole and absolute owners of all that piece and parcel of non-agricultural residentially converted land bearing Survey Nos. 74/2 of Horamavu Village, K.R. Puram Hobli, Bangalore East Taluk, Bangalore, measuring 3 Acres 11 Guntas, morefully described in Schedule 'A' hereunder and hereinafter referred to as the Schedule 'A' Property, having purchased the same from Mr. Dharmesh Banka, in terms of Sale Deed dated 25/09/2014, registered as Document No. 1900/2014-15, Book-I, stored in CD No.SHVD182, in the office of the Sub- registrar, Shivajinagar, Bangalore ;

WHEREAS the Schedule 'A' Property is presently with the jurisdiction Bruhat Bangalore Mahanagara Palike and is assigned with Municipal No. 21/74/2, Ward No.25, Horamavu Division, Bangalore and the Katha of the same is registered in the name of the Seller;

WHEREAS the Seller had purchased the Schedule 'A' Property, with a view to develop the same as residential apartment building/s, and accordingly the Seller has obtained sanction of the building construction plan for construction of residential apartment building/s in or upon the Schedule 'A' Property from Bruhat Bangalore Mahanagara Palike (BBMP) vide LP No. BBMP/ADDL.DIR/JDNORTH/0244/2014-15, dated 19/05/2015 (Sanctioned Plan), consisting of two towers i.e. Tower No.1 with one basement, ground plus eighteen upper Floors and Tower No. 2 with two basements, ground plus twenty six upper floors, totally comprising of 404 residential apartment units and a Club House. The Seller has also obtained all other permissions, no objection certificates and sanction as are required under law for construction of residential apartment building/s on the Schedule 'A' Property. The Builder has named and identified the development on the Schedule 'A' Property as "**PRESTIGE GULMOHAR**", hereinafter referred to as the Project;

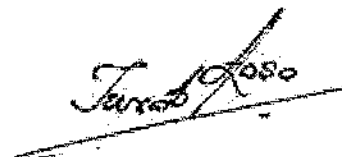
WHEREAS the Sellers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka and the Regulatory Authority has registered and granted Registration No. PR/KN/170728 /000216 to the said Project. The website of the Project is "<http://rera.karnataka.gov.in>";

WHEREAS In terms of the Scheme ownership formulated by the Sellers, any person/s interested in owning an Apartment in the Project will be entitled to undivided share in the Schedule "A" Property taking into consideration the overall built up area of the Project and the Purchaser herein made an application for allotment of an Apartment in the Project and the Purchaser has been allotted Apartment No.4091 in Tower 4 on the 9 Floor of the Project "**PRESTIGE GULMOHAR**" having a carpet area of 1114 square feet and super built up area of 1623 square feet along with One car parking in the basement, collectively set out in Schedule "C" (Schedule 'C' Apartment) with proportionate share in the Common Areas of the Project;

Tarun K. S.

Soumitra
10/10/2015

- (cc) **"Purchaser Car Park/s"** shall mean the car parking spaces space/s allotted to the Purchaser for his/her/their exclusive use so long as the Purchaser owns and occupies the Schedule "G" Apartment or by any of the occupiers of the Schedule "G" Apartment under the authority or agreement with the Purchaser herein;
- (dd) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 12 hereof;
- (ee) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 12 hereof;
- (ff) **"Apartment Owner/Owners"** shall mean any owner or owners of Apartments in the Project ;
- (gg) **"Rights and Obligations"** shall mean that the Purchaser shall be bound by the obligations set out in Schedule "H" hereto and have the rights set out in the Schedule "I" hereto in the use and enjoyment of the Schedule "G" Apartment;
- (hh) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3.1;
- (ii) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the Sellers in favour of the Purchaser;
- (jj) **"Sale Deed"** shall mean the deed of sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule "F" Property and the Schedule 'G' Apartment in favour of the Purchaser on the terms and conditions contained therein under the Scheme ;
- (kk) **"Schedule "E" Property"** shall mean the land on which the Project is being developed by the Sellers and more fully described in the Schedule "A" hereto;



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2. AGREEMENT TO SELL AND CONSTRUCT:

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "B" Property and the Sellers also agrees to construct the Schedule "C" Apartment under the Scheme in terms of the Agreement for the Purchaser.

3. SALE CONSIDERATION FOR THE SCHEDULE "B" PROPERTY:

- 3.1 The Sale Consideration to be paid by the Purchaser to the Sellers, shall be Rs.27,59,100 /- (Rupees Twenty Seven Lakhs Fifty Nine Thousand One Hundred only) towards the sale of the Schedule "B" Property to enable the Purchaser to get constructed the Schedule "C" Apartment by paying the Cost of Construction to the Sellers.
- 3.2 The Purchaser has paid, and shall be required to pay the Balance Sale Consideration in terms of the Payment Plan at **Annexure I** hereto.

4. COST OF CONSTRUCTION OF THE SCHEDULE "C" APARTMENT:

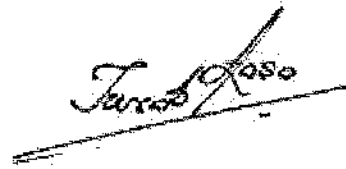
- 4.1 The Purchaser shall also pay to the Sellers Rs.61,12,961/- (Rupees Sixty one Lakhs Twelve Thousand Nine hundred and Sixty One Only) towards the Cost of Construction of the Schedule "C" Apartment hereby agreed to be constructed and delivered.
- 4.2 The Purchaser has paid and shall be required to pay the Balance Cost of Construction to the Sellers in terms of Payment Plan at **Annexure II** hereto.
- 4.3 The Purchaser has assured the Sellers that the Purchaser shall make payments towards the Sale Consideration and the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The Purchaser has assured the Sellers that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Sellers having raised a demand for payment of such instalment.

Tarab Koo

Srinath S

Witness of Seller

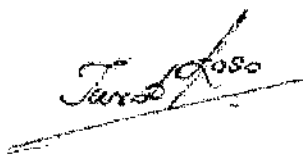
- (c) **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (d) **"Association or Association of Apartment Owners or Owners Association"** shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;
- (f) **Apartment/Apartments** shall mean all types of residential apartment units in the **Project**;
- (g) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (h) **"Balance Cost of Construction"** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (i) **"Building"** shall mean Building Nos. 4 to 8 as per the Sanctioned Plan.

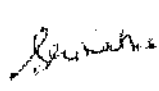


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- 4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 4.5 The Sellers has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the Instalments set out in the Payment Plan would affect the entire Project development.
- 4.6 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the Instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 4.7 All payments toward the Sale Consideration and Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Sellers or as directed by the Sellers to the Project Account.
- 4.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs. 5000/- (Rupees Five Thousand Only) would be debited to the Purchaser's account.
- 4.9 The amounts deposited in the Project Account shall be liable to be withdrawn to the extent permitted under the Act by the Sellers from time to time and where ever required upon the certification as provided under the Act.
- 4.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Sellers shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.


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Munir Lakshmi Narayanan

WHEREAS the Sellers have informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the Association of Apartment Owners in the Project once the maintenance being handed over the Association of the Owners;

WEHREAS the Sellers have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;

WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

WHEREAS the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

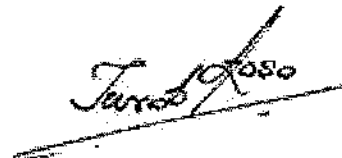
NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

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

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) **"Agreement"** shall mean this Agreement to Sell the Schedule "F" Property and construction of the Schedule "G" Apartment, including the schedules and annexes hereto, as may be amended from time to time;



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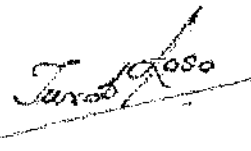
9.2 The Purchaser acknowledges that the Sellers have entered into this Agreement and has agreed to sell the Schedule "B" property and construct Schedule C Apartment, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

- a) that the Purchaser is competent to enter into and is/are able perform his/her/their obligations under this Agreement;
- b) that the Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and copies of all approval secured by the Sellers including the Sanctioned Plan and the Purchaser has entered into this Agreement after verification of title of the Sellers to the Schedule "A" property and the Sellers' right to develop Schedule "A" Property.
- c) that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Sellers as detailed in Clause 10 below and after understanding the same, the Purchaser has entered into this Agreement.

10. DISCLOSURES:

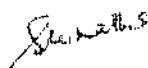
10.1 The Purchaser acknowledges and confirms that the Sellers have made following disclosures to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Sellers to undertake every action as per Disclosures:

- a) that, in taking sanction of the Sanctioned Plan from BBMP for construction of the Project, the Sellers have utilised 19428.78 square metres of TDR, as is permissible under law 1.
- b) that, the extent of Schedule "B" Property to be conveyed to the Purchaser on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour BDA/BBMP towards, parks, open space, roads, civic amenities sites etc. as per zoning regulations and building bye laws.



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WHEREAS the Sellers have informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the Association of Apartment Owners in the Project once the maintenance being handed over the Association of the Owners;

WEHREAS the Sellers have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;

WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

WHEREAS the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

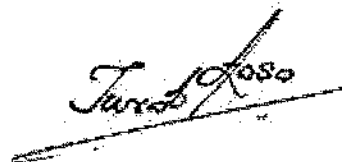
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1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

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- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) **"Agreement"** shall mean this Agreement to Sell the Schedule "F" Property and construction of the Schedule "G" Apartment, including the schedules and annexes hereto, as may be amended from time to time;



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- h) that the Sellers will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.
- i) that, an extent of 69.83 square meters, out of the Schedule 'A' Property, is reserved, towards for road widening as per the rules and zoning regulations.

11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 11.1 On receipt of intimation of completion of the Project by the Sellers and grant of Occupancy Certificate by Competent Authority, the Purchaser shall come forward to take conveyance of the Schedule B Property and the Schedule 'C' Apartment and the Parties shall execute the such conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.
- 11.2 Upon the intimation by the Sellers that the Schedule "C" Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser shall, within 60 days of such intimation, make all payments under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Failure on the part of the Purchaser to make payments and take the sale deed shall constitute breach on the part of the Purchaser, and the consequences as provided in this Agreement shall become applicable and the Sellers shall be entitled to enforce any of its rights thereunder.
- 11.3 The Purchaser shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the Purchaser is required to pay under this Agreement on expiry 15 days from date of intimation by the Sellers that the Schedule "C" Apartment is ready for handover, even if the possession and conveyance is not taken and the Sellers have not terminated this Agreement .

Turab Easa

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Signature of the Purchaser

WHEREAS the Owner No.3 is/are the full and absolute owner by title and in actual possession and enjoyment of all those lands described in the Schedule "C" hereunder and herein after referred to as the Schedule 'C' Property;

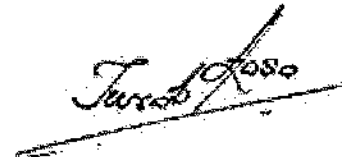
WHEREAS the Owner No.4 is/are the full and absolute owner by title and in actual possession and enjoyment of all that land described in the Schedule "D" hereunder and herein after referred to as the Schedule 'D' Property;

WHEREAS the Owner No. 1, the Owner No.2 and the Owner No.3 had collectively entrusted their respective properties for development as residential apartment building and commercial building/s to the Developer herein in terms of following Joint Development Agreements ;

- a) Joint Development Agreement dated 30/03/2011, registered as Document No. 10693/2010-11, in Book I, stored in C.D. No. JPND104, in the office of the Sub-Registrar, J.P. Nagar, Bangalore ; and
- b) Joint Development Agreement dated 23/06/2014, registered as Document No.714/2014-15, Book I, Stored in CD No.SHRD47 in the office of the Sub Registrar, Shanthinagar, Bangalore.

WHEREAS the Schedule 'D' Property was also originally owned by the Owner No.1 and the Owner No.4 had purchased the same from the Owner No.1 under a sale deed dated 04/06/2014 subject to the condition that same also gets developed by the Developer on the same terms conditions as those agreed between the Owner No.1 and the Developer as residential apartment buildings and the Owner No.4 had entered into a Joint Development Agreement dated 05/08/2014 with the Developer herein, registered as Document No.2689/2014-15, Book I, Stored in CD No.RRND143, in the Office of the Sub Registrar, Rajarajeshwari Nagar, Bangalore;

WEHREAS the Developer has obtained sanction of a 'Development Plan' from Bangalore Development Authority (BDA) vide No. Work Order No.BDA/TPM/DLP-50/2013-14/1128/2014-15 dated 28/06/2014 encompassing the Schedule A, B, C and D Properties, hereinafter referred to as the Schedule Properties, for construction of residential apartment buildings and commercial buildings ;



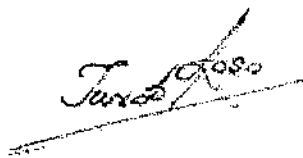
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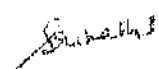
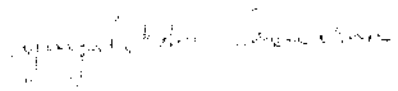
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- 14.3 Any assignment shall be, subject to clause 14.2, shall be permitted only by way of written agreement between the Sellers and the Purchaser and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.200/- (Rupees Two Hundred Only) per square foot of the super built up area of Schedule 'C' Apartment. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

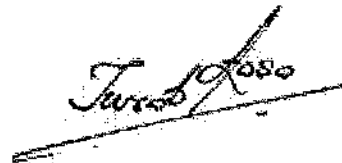
15. CLUB AND MEMBERSHIP OF THE CLUB:

- 15.1 The Seller is developing as part of Prestige Gulmohar, a club house in a portion of the Schedule 'A' Property consisting of a party hall, swimming pool, health club, badminton court, billiards table and indoor games (hereinafter referred to as the Club). All the owners/occupants of Apartments of the Project shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may be prescribed by the Seller or the Agency appointed for the maintenance of the common areas and facilities in the Project or the Agency operating the Club, from time to time.
- 15.2 The owners/occupants of Apartments in the Project are not required to pay any membership fee to get admitted to this Club however no owner of an apartment in the Project shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The Purchaser and his immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the apartment is leased/rented out by the Purchaser, the occupant of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.
- 15.3 The owners/occupants of the Apartments in the Project shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Sellers/Agency operating the Club, from time to time.
- 15.4 The Seller shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the owners/occupants of Apartments.


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- 12.9 After the maintenance of the building is handed over to the Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.
- 12.10 All statutory payments after handing over of the Schedule "G" Apartment , in respect of the same shall be borne and paid by the Purchaser. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Sellers would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Sellers of any instances of taxes on this Agreement, accruing in future.
- 12.11 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule H and will have the rights set out in Schedule 'I' in the enjoyment of the Schedule "G" Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "G" Apartment being complete and handover.
- 12.12 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule "E" Property.
- 12.13 Its an essential term of the sale under this Agreement that the Purchaser shall not be entitled to change/alter the name of the Project, **"PRESTIGE FALCON CITY"** to any other name. However the Sellers shall be entitled to make the change in the name at any time before completion of the Project and before executing any sale deed in favour of any buyers of apartments in the said development.
- 12.14 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "G" Apartment to the Purchaser. The Sellers have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Sellers are not responsible for any thefts during the course of the interior works.



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19 DEFECT LIABILITY PERIOD:

In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Sellers 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.

20 TERMINATION BY PURCHASER:

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

- a) continue with the Agreement, in which event the Sellers shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Sellers ;

or

- b) terminate this Agreement and on such termination the Sellers shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. Upon termination, the Sellers will be entitled to deal with the Schedule "C" Apartment without claim from the Purchaser.

20.2 The Sellers will be entitled to extension of time for completion of the Project, if the same is delayed by any Force Majeure events.

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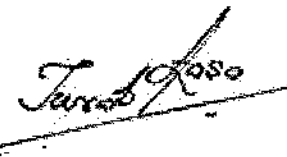
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- f) that, an extent of 16442.45 square meters, out of the Schedule 'E' Property, has been relinquished in favour of BBMP/BDA in terms of Relinquishment Deed dated 17/06/2014, towards for road widening/civic amenities/ parks and open spaces etc. as per the rules and zoning regulations.
- g) that, the Owners have availed financial facility from Axis Bank, Bangalore and Developers have raised finance through issue debentures and the documents of title in respect of the Schedule Properties have been deposited with Axis Bank, Bangalore and IDBI Trusteeship Services Limited, Mission Road Bangalore. The said lenders have issued its no objection to the Sellers to sell the Schedule 'F' Property and Schedule G Apartment in terms of this Agreement.
- h) that the Schedule 'G' Apartment can be used only for residential purposes and cannot used for any other purposes.
- i) that the Sellers will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 11.1 On receipt of intimation of completion of the Project by the Sellers and grant of Occupancy Certificate by Competent Authority, the Purchaser shall come forward to take conveyance of the Schedule 'F' Property and the Schedule 'G' Apartment and the Parties shall execute the such conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.


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- 20.3 If the Purchaser desires to terminate/cancel this Agreement without any reasons, the Purchaser shall notify the Sellers of his/her/their intent to terminate in writing and by submitting the original of this Agreement and this Agreement shall stand terminated without any requirement of any further documentation. The notice of termination coupled with return of original of this Agreement shall serve as the document evidencing termination. On termination by the Purchaser, the Sellers shall be entitled to forfeit 10% of the Sale Consideration and Cost of Construction payable by the Purchaser under this Agreement and refund the balance amount paid by the Purchaser within 60 days from the date of sale of the Schedule "C" Apartment to any other third party.

21 NOTICES:

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

22 MISCELLANEOUS:

(a) Reservation of rights

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

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Srinath S
Independent Director

- a) that, the extent of Schedule 'F' Property to be conveyed to the Purchaser on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour BDA/BBMP towards, parks, open space, roads, civic amenities sites etc. as per zoning regulations and building bye laws.
- b) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Association of Apartment Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- c) that, the sale of the Schedule 'F' Property is only for enabling the Purchaser to construct and own the Schedule "G" Apartment and not for any other purpose. Purchaser has agreed that, on the Sellers being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- d) that, the Schedule 'G' Apartment can be used in terms of the rules and regulations formulated by the Sellers and/or the Association of Apartment Owners as well as the terms set out in the Bye Laws of the Association.
- e) that, the Sellers will be forming an Association of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1976 pertaining to the Project and a Deed of Declaration will be executed.



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23 PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:

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

(a) Sellers : AAMFP9651J
(b) Purchaser : AXIPS7093L

SCHEDULE 'A':

(Description of the Land on which Project is Developed)

All that piece and parcel of immovable property being non-agricultural residentially converted vacant land measuring 3 Acres 11 guntas in Sy.No.74/2, situated at Horamavu Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, converted vide Official Memorandum bearing No.ALN. (E)SR (KR HO) 142/11-12, dated 29/12/2011 issued by the District Commissioner, Bangalore District, Bangalore, and bounded by:-

East : Land in Sy.No.74/3 and 74/5;
West : Land in Sy.No.70 and 75;
North : Road; and
South : Land in Sy.No.73.

SCHEDULE 'B'

(Description of the Undivided Share agreed to be sold)

1623/583820th undivided right, title, interest and ownership in Schedule "A" Property

SCHEDULE 'C'

(Description of the Apartment being Constructed)

Residential Apartment bearing No. **4091**, situated on **9** Floor/Level, of **4** Tower in '**PRESTIGE GULMOHAR**', being developed on Schedule 'A' Property, measuring **1114** sq. ft. of carpet area **1623** sq.ft. of super built up area, (inclusive of proportionate share in all the common areas such as passages, lobbies, lifts, staircases and other areas of common use) and with One car parking space in the Basement/Surface Level.

Tennoo Lazo

Prakash

Prakash Kumar Sankaranarayanan

8 RIGHT OF THE SELLERS TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT:

- 8.1 The Purchaser agrees that the Sellers shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.
- 8.2 The Purchaser is fully aware that the Sellers will be developing the Project and constructing/completing the Buildings, Towers, Common Amenities and Facilities of the Project from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Sellers completing the other Buildings/Towers within the Completion Period even if the Purchaser has taken possession of the Schedule "G" Apartment in the Tower which is completed and the Sellers has secured Occupancy Certificate for that Tower.
- 8.3 The Schedule "F" Property is free of any mortgages or charges or encumbrances. In the event the Sellers taking any loans for construction and completion of the Project against the security of the Schedule "E" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "F" Property and/or the Schedule G Apartment.
- 8.4 The Purchaser is fully aware and has understood the Disclosures made by the Sellers pertaining to the Project.

9 REPRESENTATIONS AND WARRANTIES:

- 9.1 The Sellers acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "F" Property and get constructed the Schedule "G" Apartment from the Sellers, taking into consideration the Disclosures made by the Sellers under Clause 10 below and based on the representations and warranties set out below (the "Sellers Warranties"):



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**ANNEXURE I
PAYMENT PLAN FOR SALE CONSIDERATION**

**ANNEXURE II
PAYMENT PLAN FOR CONSTRUCTION COST**

**ANNEXURE III
SPECIFICATIONS**

**ANNEXURE IV
COMMON AREAS IN THE PROJECT**

**ANNEXURE V
COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**ANNEXURE VI
OTHER COSTS CHARGES AND EXPENSES**

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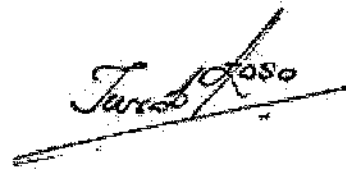
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- (j) **"Completion Period"** shall mean the 31st March 2020 for such extended time as provided in Clause 7 below, before which the Sellers would have applied for and secured the Occupancy Certificate/Partial Occupancy Certificate for the Building/ Tower or for the Project as the case may be .
- (k) **"Carpet Area"** shall mean the net useable floor area and the area covered by internal partition walls of the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (l) **"Commencement Certificate"** shall mean license and plan sanctioned by the Bruhat Bengaluru Mahanagara Palike for construction of the Project i.e. LP No. BBM.ADDL.DIR.JDSOUTH/0392/2014-15 dated 10/08/2015 (the Sanctioned Plan).
- (m) **"Common Areas of the Project"** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure IV** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;
- (n) **"Common Amenities & Facilities of the Project"** shall mean and include those amenities and facilities of the Project as detailed in **Annexure V** hereto, the Common Amenities and Facilities of The Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or the Association to be followed by all the owners/occupiers of the Apartments.
- (o) **"Cost of Construction"** shall have the meaning ascribed to the term in Clause 4;
- (p) **"Deed of Declaration"** shall mean the deed of declaration to be executed by the Sellers to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;



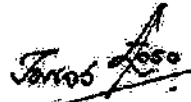
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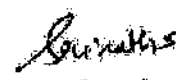
IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)


SELLERS

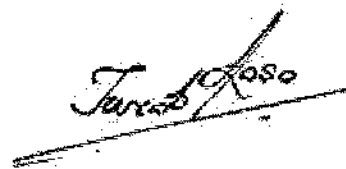
2)


PURCHASER/S



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- (c) **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (d) **"Association or Association of Apartment Owners or Owners Association"** shall all mean the same, being the Association of Apartment Owners to be formed by the Sellers, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;
- (f) **Apartment/Apartments** shall mean all types of residential apartment units in the Project;
- (g) **"Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (h) **"Balance Cost of Construction"** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (i) **"Building"** shall mean Building Nos. 4 to 8 as per the Sanctioned Plan.



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PRESTIGE GULMOHAR

ANNEXURE-I- AGREEMENT TO SELL

TOWER	4
TYPE	F,3BR
APARTMENT NO.	4091
AREA IN SQ. FT.	1623
LEVEL	9
SALE VALUE OF SCHEDULE 'B' PROPERTY	2759100.00
PAYMENT SCHEDULE	
On Booking 24.08.2018	275,910.00
On or before 10.09.2018	2,113,470.60
To be paid as on date	2389380.60
Paid as on date	309019.11
balance to be paid as on date	2080361.49
On or before 10.11.2018	60,700.20
On or before 10.01.2019	60,700.20
On or before 10.03.2019	60,700.20
On or before 10.05.2019	60,700.20
On or before 10.07.2019	60,700.20
On or before 10.09.2019	60,700.20
ON POSSESSION 30.09.2018	5,518.20

[Signature]

[Signature]
[Signature]

WHEREAS the Sellers have informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the Association of Apartment Owners in the Project once the maintenance being handed over the Association of the Owners;

WEHREAS the Sellers have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;

WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

WHEREAS the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

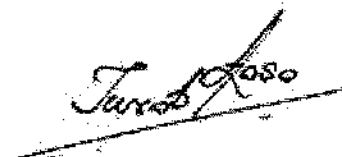
NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

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

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) **"Agreement"** shall mean this Agreement to Sell the Schedule "F" Property and construction of the Schedule "G" Apartment, including the schedules and annexes hereto, as may be amended from time to time;



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PRESTIGE GULMOHAR

ANNEXURE-II - CONSTRUCTION AGREEMENT	
TOWER	4
TYPE	E,3BR
APARTMENT NO.	4091
AREA IN SQ. FT.	1623
LEVEL	9
TOTAL COST OF CONSTRUCTION	6112961.00
PAYMENT SCHEDULE	
On Booking 24.08.2018	611,296.50
On or before 10.09.2018	4,682,531.19
To be paid as on date	5293827.69
Paid as on date	684651.89
balance to be paid as on date	4609175.80
On or before 10.11.2018	134,485.23
On or before 10.01.2019	134,485.23
On or before 10.03.2019	134,485.23
On or before 10.05.2019	134,485.23
On or before 10.07.2019	134,485.23
On or before 10.09.2019	134,485.23
On Possession 30.09.2018	12,221.93
Bescom/BWSSB Charges @ Rs.120/- per sft.	194760
Generator charges	112500

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WHEREAS as per the Development Plan referred above, about 30 Acres 25 Guntas of land forming portion of the Schedule Properties and more particularly detailed in the Schedule 'E' hereunder, has been earmarked for residential development consisting of a Club House Building and 5 high-rise residential apartment 'Buildings', identified as Building 3 and Buildings 4, 5, 6, 7 & 8, respectively in the Development Plan referred above sanctioned by BDA. These residential apartment buildings have 20 interconnected Towers comprising of 2520 residential apartment units of various sizes and a Club House for recreational facilities. The Owners and Developer have retained with themselves for their absolute use/benefit the remaining portions of the Schedule Properties for development as commercial buildings ;

WHEREAS for ease of reference and identification the Developer has re-numbered the residential apartment buildings and the towers therein as follows :

AS PER DEVELOPMENT PLAN		RE-NUMBERED AS	
Building No.	Tower No.	Building No.	Tower No.
Building 4	1, 2, 3 & 4	Building 1	1, 2, 3, & 4
Building 5	5, 6, 7 & 8	Building 2	1, 2, 3, & 4
Building 6	9, 10, 11 & 12	Building 3	1, 2, 3, & 4
Building 7	13, 14, 15 & 16	Building 4	1, 2, 3, & 4
Building 8	17, 18, 19 & 20	Building 5	1, 2, 3, & 4

WHEREAS the Owners and Developer have mutually agreed and identified the residential development being developed on Schedule 'E' Property as '**PRESTIGE FALCON CITY**' and allocated the apartments/built-up areas falling to their respective shares in residential apartments buildings to be constructed by the Developer in the Schedule 'E' property in terms of Sharing Agreement dated 20/10/2014. Further, Owners and Developer have agreed that, as agreed in the Development Agreements, the Owners and the Developer are entitled to dispose-off their respective shares of built-up areas, car parking areas and other benefits together with corresponding undivided shares in the Schedule 'E' property.



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PRESTIGE GULMOHAR-SPECIFICATIONS

STRUCTURE

- RCC framed structure with RCC sheer walls / cement blocks for all walls wherever needed.

LOBBY

- Elegant ground floor lobby flooring and cladding in granite / marble.
- Upper floor lobby flooring in vitrified tiles and lift cladding in marble / granite.
- Texture paint on all lobby walls and ceilings in OBD.
- Service lobby and service staircase in kota with texture paint on walls.

LIFTS

- Lifts in all blocks of suitable size and capacity.

APARTMENT FLOORING

- Vitrified tiles in the Foyer, Living, Dining, Corridors and all Bedrooms.
- Balconies in anti-skid ceramic tiles.

KITCHEN

- Ceramic/Vitrified tile flooring and 2 feet ceramic tile dado over the granite counter.
- Single bowl, single drain steel sink with CP tap.
- Ceramic/vitrified tiled flooring and ceramic dado in the utility.

TOILETS AND FITTINGS

- Anti-skid ceramic tiles for flooring.
- Ceramic tiles on walls up to false ceiling.
- Granite counter with ceramic wash basin in the master toilet and pedestal wash basins in the other toilets.
- EWC's and chrome plated fittings.
- CP tap and CP shower mixer.
- Geysers in all toilets inside grid false ceiling.
- Suspended pipelines in toilets concealed within the grid false ceiling.

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Signature

Signature of Project Director

WHEREAS the Owner No.3 is/are the full and absolute owner by title and in actual possession and enjoyment of all those lands described in the Schedule "C" hereunder and herein after referred to as the Schedule 'C' Property;

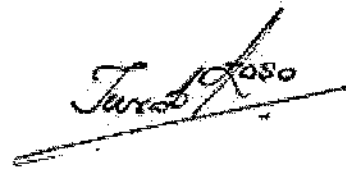
WHEREAS the Owner No.4 is/are the full and absolute owner by title and in actual possession and enjoyment of all that land described in the Schedule "D" hereunder and herein after referred to as the Schedule 'D' Property;

WHEREAS the Owner No. 1, the Owner No.2 and the Owner No.3 had collectively entrusted their respective properties for development as residential apartment building and commercial building/s to the Developer herein in terms of following Joint Development Agreements ;

- a) Joint Development Agreement dated 30/03/2011, registered as Document No. 10693/2010-11, in Book I, stored in C.D. No. JPND104, in the office of the Sub-Registrar, J.P. Nagar, Bangalore ; and
- b) Joint Development Agreement dated 23/06/2014, registered as Document No.714/2014-15, Book I, Stored in CD No.SHRD47 in the office of the Sub Registrar, Shanthinagar, Bangalore.

WHEREAS the Schedule 'D' Property was also originally owned by the Owner No.1 and the Owner No.4 had purchased the same from the Owner No.1 under a sale deed dated 04/06/2014 subject to the condition that same also gets developed by the Developer on the same terms conditions as those agreed between the Owner No.1 and the Developer as residential apartment buildings and the Owner No.4 had entered into a Joint Development Agreement dated 05/08/2014 with the Developer herein, registered as Document No.2689/2014-15, Book I, Stored in CD No.RRND143, in the Office of the Sub Registrar, Rajarajeshwari Nagar, Bangalore;

WEHREAS the Developer has obtained sanction of a 'Development Plan' from Bangalore Development Authority (BDA) vide No. Work Order No.BDA/TPM/DLP-50/2013-14/1128/2014-15 dated 28/06/2014 encompassing the Schedule A, B, C and D Properties, hereinafter referred to as the Schedule Properties, for construction of residential apartment buildings and commercial buildings ;



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PAINTING

- Cement/Texture Paint for the external walls.
- OBD for internal walls, Ceilings and flush Shutters.
- Enamel Paint on all railings.

DOORS AND WINDOWS

- Entrance door - 8 feet high opening with pre moulded flush shutter and frame in wood, polished on both sides.
- Other internal doors-7 feet with wooden frames and flush shutters.
- External Door- Aluminum/UPVC frames and sliding/open able shutters.
- Windows - 3 track Aluminum/UPVC framed Windows with clear glass and provision for mosquito mesh shutters.

ELECTRICAL

- Concealed wiring with PVC insulated copper wires and modular switches.
- Sufficient power outlets and light points provided.
- Power-6KW for 3 bedroom unit, 4KW for 2 & 2.5 bedroom unit.
- Provision for installation of split AC in the living area and all bedrooms.
- TV and telephone points provided in the living area and all bedrooms.
- ELCB and individual meters will be provided for all apartments.

SECURITY SYSTEM

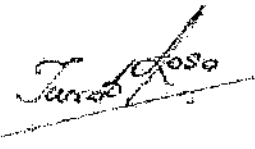
- Security cabins at all entry / exists with peripheral CCTV coverage.

DG BACK UP

- Generator will be provided for all Common Service. 100% Power back up for apartments will be provided at additional Cost.

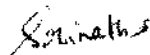
AMENITIES

- Club House, swimming pool/kids pool, badminton court billiards/snooker, party hall, gymnasium, health club, indoor games, change rooms (Ladies/Gents) with provision of steam, sauna & massage room.



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churabasa@prashgconstructions.com

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Group Project Facilitator

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

WITNESSES:

1)

SELLERS
Represented by Power of Attorney
holder
M/s. Prestige Nottinghill Investments

for M/s. PRESTIGE NOTTINGHILL INVESTMENTS

2)

Authorised Signatory
DEVELOPER

PURCHASER/S

Prestige Gulmohar	
Common area - Annexure IV	Party Hall
	Badminton Court
	separate Ladies and Gents Health club
	Clubhouse & pool - Toilets & change rooms
	Billiards
	Indoor games
	Gymnasium
	Lifts - 11 nos
	Lobbies & Staircases
	Backup DG
	Electrical panel room
	Communication room
	Property Management Office
Common amenities - Annexure V	Sewage Treatment Plant
	Water Treatment Plant
	Swimming pool & kids pool
	Pool equipment room
	Transformer yard
	Rainwater sump
	Domestic/ Fire sump
	Open party terrace
	Terraces (Open to sky)
	Clubhouse landscape terrace
	Driveways/ Ramps
	Landscaped areas
	Childrens Play area
	Security cabins/ Service staff toilets
	Solar Lighting
	Gas Bank
	Lift machine rooms
	Overhead tanks
	Visitor Parking
	Organic Waste Converter
	Rain water harvesting

Tarun Aso

Srinath
Manager, Club & Recreation

- a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipments, replacement of fittings and provision of consumables of all common areas and places;
- b. All taxes payable, service charges and all other incidental expenses in general.
- c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
- d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipments, machinery such as generators, elevators, pumps, motors etc.

**ANNEXURE I
PAYMENT PLAN FOR SALE CONSIDERATION**

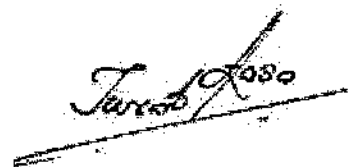
**ANNEXURE II
PAYMENT PLAN FOR CONSTRUCTION COST**

**ANNEXURE III
SPECIFICATIONS**

**ANNEXURE IV
COMMON AREAS IN THE PROJECT**

**ANNEXURE V
COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**ANNEXURE VI
OTHER COSTS CHARGES AND EXPENSES**



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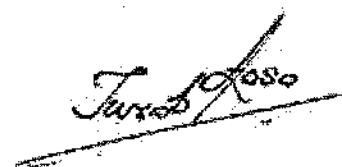
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Annexure VI		UNIT NO 4091		
Advance Maintainance Charges@45.00 /Square ft.	On Possession (Other Charges)	73,035	13,146	86,181
BESCOM/BWSSB Charges@120.00 /Square ft.	On Possession (Other Charges)	194,760	35,056	229,817
Franking Charges	Franking Charges	8,872		8,872
Generator Charges	On Possession (Other Charges)	112,500	20,250	132,750
Khatha & Assessment Charges	On Possession (Other Charges)	20,000	3,600	23,600
Sinking Fund@45.00 /Square ft	On Possession (Other Charges)	73,035		73,035
	Total - Other Charges	482,202	72,053	554,255

Tomas

Sumanth
Manager, Bellary

- 23) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 24) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the buildings in Schedule 'E' Property.
- 25) All common areas and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.
- 26) The Purchaser/s in the event of leasing the Schedule 'G' Apartment shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'G' Apartment and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities and the Purchaser/s shall not be entitled to make use of the Club facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project .
- 27) The Purchaser shall be liable to pay to Developer/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:



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