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GOVT. OF KARNATAKA
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भारत 176751
JUL 13 2018
DEPT. OF STAMP & REGISTRATION
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500/-

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मुख्यमंत्री कार्यालय
बैरहोली, बंगलूर

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE
DAY OF JULY, TWO THOUSAND EIGHTEEN (13/07/2018) AT BANGALORE CITY
BETWEEN:

M/s. ANUSHKA ESTATES, a Partnership Firm, having its office at Citi Centre, Opp.
Town Hall, No. 100/1, J. C. Road, Bangalore 560 002, represented herein by their by
Power of Attorney Holder M/s. PRESTIGE ESTATES PROJECTS LTD, a company
incorporated under the Companies Act, having its Registered Office at "The Falcon
House", No.1, Main Guard Cross Road, Bangalore 560 001, represented by its
Authorised Signatory, hereinafter referred to as the "OWNER" (which expression
wherever it so requires shall mean and include all its successors-in-interest and assigns
etc.) OF THE FIRST PART;

AND

M/s. PRESTIGE ESTATES PROJECTS LTD., a Company incorporated under Companies
Act, having its registered office at "The Falcon House" No.1, Main Guard Cross Road,
Bangalore -560 001 represented by its duly Authorised Signatory, hereinafter called
the "DEVELOPER" (which expression wherever it so requires shall mean and include
all its successors-in-interest and assigns etc.) OF THE SECOND PART

(the Owner and the Developer are collectively herein after referred to as the Sellers)

[Signature]

[Signature]

[Signature]

:AND:

MR.BIPLAB HORE Aged about 54 years S/o.Mr.Chandi Charan Hore Both are residing at : C 406 Maple, Raheja Residency, Koramangala, Bangalore-560034	MS.TIASHA HORE Aged about 24 years D/o.Mr.Biplab Hore
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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 THIRD PART:**

WHEREAS the Owners herein represent that they are the absolute owners of all that piece and parcel of Property being vacant Residential Sites/Plots bearing Site Nos.68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 in all admeasuring about 1,11,744 sq.ft., carved out of lands bearing Sy.Nos.10 and 11, Sreenivagilu Amanikere Village, Begur Hobli, Bangalore South Taluk, forming part of Layout in Sy.Nos.5(p), 6, 7, 8, 9(p), 10(p), 11(p), 12 (p), 12/1 & 21 (p) of Shrinivagilu Amanikere Village and 12/1 of Jakkasandra Village, Begur Hobli, Bangalore South Taluk, in the residential layout formed by The Shanthinagar House Building Co-operative Society Limited at Sreenivagilu and Jakkasandra Villages of Begur Hobli, Bangalore South Taluk, more fully described in Schedule 'A' hereunder and hereinafter referred to as the "**SCHEDULE 'A' PROPERTY**". The Owner had acquired ownership to Schedule A Property in terms of various sale deeds referred to in the Development Agreement dated 14/11/2014 stated below ;

WHEREAS the Owners and the Developer have entered into a Development Agreement dated 14/11/2014, registered as Document No. 9370/2014-15, Book I, Stored in CD No. JAYD220, in the office of the Sub-Registrar, Jayanagar, Bangalore, in terms of which the Owner has entrusted the Schedule 'A' Property to the Developer for development into a residential apartment buildings by obtaining all approvals and sanctions as required under law at their cost and both the Owner and the Developer had agreed to share the revenue arising from the sale of the built up area and undivided interest in the land in Schedule 'A' Property in the ratio set out in the said Agreement. The said Joint Development Agreement shall hereinafter be referred to as the 'Principal Agreement or Development Agreement';

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Biplab Hore *Tiasha Hore*

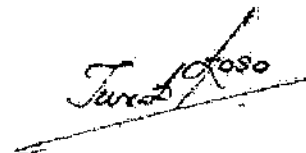
WHEREAS pursuant to the execution of the Agreement, the Developer, at its cost, has obtained all approvals for development of the Schedule 'A' Property including sanction of buildings plans from Bangalore Development Authority (BDA) vide Work Order bearing No. BDA/NAMA/A.SA/AA-3/TA.S-4/E/03/2015-16 dated 17/04/2015 (the Sanctioned Plan) consisting of Two Basements plus Ground plus Fourteen (14) Upper Floors on Tower 1, 2 and 3 and a Club house consisting of Ground Floor and One Upper Floor in Tower 2, with Two Hundred and Fifty Six (256) residential apartment units. A copy of the said Sanctioned Plan has been made available to the Purchaser and the same has been also displayed at the Schedule 'A' Property by the Developer. The Developer has also obtained all other approvals for development of the Schedule A Property at its cost;

WHEREAS the Owner and the Developer have agreed to identify the residential development in or upon the Schedule 'A' Property by the name "PRESTIGE PINEWOOD";

WHEREAS in terms of the Develop Agreement referred above the Owner has not only empowered the Developer to develop the Schedule A Property but also to sell built-up areas, car parking areas and other benefits together with corresponding undivided shares in the Schedule 'A' Property to the interested purchasers. The Owner and the Developer have agreed to share the revenue arising from the sale of the apartments in agreed ratio as stipulated in the said Development Agreement i.e. 56% to the Owner and the 44% to the Developer;

WHEREAS in order to enable the Developer to develop and sell the Schedule 'A' Property in terms of the Development Agreement dated 14/11/2014, the Seller has executed a Power of Attorney dated 14/11/2014 registered as Document No. 1153/2014-15, Book-IV, stored in CD No.JAYD220, in the office of the Sub-registrar, Jayanagar, Bangalore in favour of the Developer;

WHEREAS pursuant to all the above the Developer has been developing the Schedule "A" Property, into a residential apartment building along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development in the Schedule "A" Property, the entire development is known as "PRESTIGE PINEWOOD" and hereinafter referred to as the "Project" and as per the Sanction Plan. The Project consists of Two Basements plus Ground plus Fourteen (14) Upper Floors on Tower 1, 2 and 3 and a Club house consisting of Ground Floor and One Upper Floor in Tower 2, with Two Hundred and Fifty Six (256) residential apartment units ;


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Brijesh Hone Lisha Hone

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.90,02,500/- (Rupees Ninety Lakhs Two Thousand Five 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.92,25,500/- (Rupees Ninety Two Lakhs Twenty Five Thousand Five Hundred 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 Cost of Construction to the Sellers in terms of Payment Plan at Annexure II hereto.

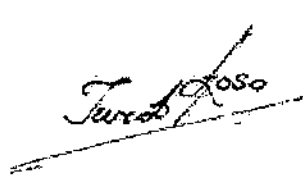
4.3 The Purchaser has assured the Sellers that the Purchaser shall make payments towards the Sale Consideration and the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact 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.

Tarun Arora

Bijendra Hare

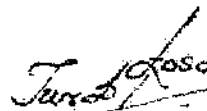
Liasha Hare

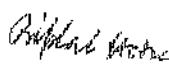
- 4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 4.5 The Sellers has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development and there would be sufferance to the Sellers.
- 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. 5,000/- (Rupees Five Thousand Only) will 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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Rifat Hossain *Lina Hossain*

- 4.11 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Sellers on or before 10th of the subsequent month of deduction.
- 4.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Sellers hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.
- 5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:
- 5.1 In the event of there being any delay by the Purchaser in payment of the Instalments under the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser shall be liable to pay 'Interest' to the Sellers on such delayed payments, from the due date till payment of such amount.
- 5.2 Notwithstanding anything stated in clause 5.1 above, If the Purchaser fails to any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received notice from the Sellers, the Sellers will be entitled to terminate this Agreement.
- 5.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Sellers shall be entitled to terminate this Agreement and on such termination the Sellers shall be entitled to the rights as provided in clause 5.4 below.


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5.4 In case of termination of this Agreement in terms of clause 5.2 or 5.3 above, the Sellers shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of this Agreement, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the Purchaser. On such termination the Sellers shall be entitled to deal with the Schedule B Property and the Schedule "C" Apartment without any let, claim or hindrance by the Purchaser. It is clarified that amounts paid by the Purchasers towards Statutory Payments to the Sellers will not be liable to be refunded.

5.5 If the Purchaser has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser in terms of clause 5.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Sellers and the Sellers shall also be entitled to hand over of original of this Agreement that may have been deposited by the Purchaser with the bank or any financial institution.

6. CONSTRUCTION OF THE SCHEDULE "C" APARTMENT:

6.1 The Sellers shall construct the Schedule "C" Apartment in accordance with the Specifications set out herein. The Sellers shall not make any changes to the Schedule "C" Apartment, without the consent of the Purchaser.

6.2 The Sellers shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided, the Purchaser shall be deemed to have consented to all changes or alterations as permitted under the provisions of the Act or as may be directed by any Local Authority.

7. DATE OF DELIVERY OF THE SCHEDULE 'C' APARTMENT:

7.1 Subject to the Purchaser having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete of the Project within the Completion Period.


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7.2 The Purchaser shall, within a period of 60 days of the Sellers completing the Project and furnishing the Occupancy Certificate, pay all the amounts due and payable under the Payment Plans and take possession of the Schedule "C" Apartment and also take registration of the Sale Deed simultaneously.

7.3 The Completion Period shall be extended by such time as the Sellers may specify in writing and permitted under the Act and for any reason of any Force Majeure event.

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 Schedule "B" 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 "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "B" Property and/or the Schedule C Apartment.

8.3 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 "B" Property and get constructed the Schedule "C" 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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12.16 The Purchaser covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.

12.17 The Purchaser, upon handover, shall be solely responsible to maintain and upkeep the Schedule "C" Apartment at his/her own cost including all the walls, drains, pipes and other fittings and in particular which supports other the parts of the building and to carry out any internal works or repairs as may be required by the Association.

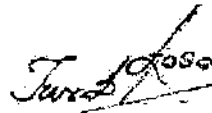
12.18 The Purchaser shall bear his share of all applicable taxes, cess, charges, miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Sellers on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Apartment and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Sellers in this behalf.

13 NATURE OF RIGHT OF USAGE:

13.1 It is agreed that the Schedule C Apartment shall be used only for residential the purposes.

13.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

13.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.


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13.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.

14 ASSIGNMENT:

14.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses 14.2 and 14.3.

14.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the date of this Agreement or until payment of 60% of the Sale Consideration and Cost of Construction.

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.150/- (Rupees One Hundred Fifty 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 Developer is developing as part of Project a club house in a portion of the Schedule 'A' Property consisting of a Gymnasium, Swimming Pool, Health Club, Squash Court, Billiards, Table Tennis, Multipurpose Hall and Mini Theatre. (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 that may be prescribed by the Developer or the Agency appointed for the maintenance and refurbishment of the common areas and facilities in the Project or the Agency operating the Club, from time to time.


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- 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 Developer /Agency operating the Club, from time to time.
- 15.4 The Developer 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.
- 15.5 The facilities of the Club are available for the benefit of the owners/occupants of the Apartments in the Project and in the event of transfer of ownership of the Apartment, the transferee of the Apartment will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.
- 15.6 The Purchaser shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club from time to time for using the facilities therein including payments of necessary charges.
- 16 TAXES AND FEES:**
- 16.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Apartment. It is clarified that the Purchaser shall pay all municipal and property taxes in respect of the Schedule "C" Apartment from the date its assessed separately to property taxes.

Turab Easa

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Right Here. Insha Allah

- 16.2 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

17 ASSOCIATION OF OWNERS:

The Association of Apartment Owners shall be formed by the Sellers at anytime and within 3 (three) months from the date on which majority of the purchasers have been allotted apartments in the Project. The occupation and use by the Purchaser of the Schedule "C" Apartment and all amenities in the Project shall be governed *inter alia* by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule "C" Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

18 MAINTENANCE OF THE SCHEDULE "C" APARTMENT:

- 18.1 The Purchaser shall, from the date the Schedule "C" Apartment being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as Insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Sellers and/or Association of Apartment Owners.
- 18.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Apartment apart from the rules and regulations of the Association.


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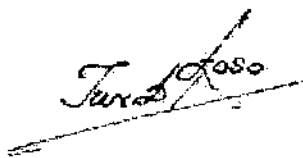
- 18.3 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "C" Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 18.4 The Sellers or the agency appointed by the Sellers will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the apartments in the Project. The Purchaser and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project.
- 18.5 The Sellers through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

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:


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Asif Ali Hossain *Liasho Bore*

(g) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(h) Governing law and Jurisdiction

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Bangalore shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Karnataka would have jurisdiction for the matters arising under this Agreement and falling under the Act.

17 PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:

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

(a) Owners	: AAYFA0641F
(b) Developer	: AABCP8096K
(c) Purchaser	: AAFPH6950H

Biplab Horre *Liasha Horre*

Tomas

Biplab Horre *Liasha Horre*

SCHEDULE 'A':**(Description of the Land on which Project is Developed)**

ALL THAT Property being vacant Residential Site/Plot bearing Khata and Site Nos. 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 carved out of lands bearing Sy.Nos. 10 and 11 of Sreenivagilu Ammanikere Village, Begur Hobli, Bangalore South Taluk, forming part of layout in Sy.Nos. 5 (p), 6, 7, 8, 9(p), 10(p), 11(p), 12(p), 12/1 and 21 (p) of Shrinivagilu Ammanikere Village and 12/1 of Jakkasandra Village, Begur Hobli, Bangalore South Taluk, formed by the Shanthinagar House Building Co-operative Society Limited at Sreenivagilu and Jakkasandra Villages of Begur Hobli, Bangalore South Taluk and in all measuring about 1,11,744 Sq.ft. and bounded as follows:

East	:	Road;
West	:	Road;
North	:	Road; and
South	:	Road

SCHEDULE 'B'**(Description of the Undivided Share agreed to be sold)**

1385/455377th undivided right, title and interest and ownership in Schedule "A" Property.

SCHEDULE 'C'**(Description of the Apartment being Constructed)**

Residential Apartment bearing No.2143, situated on Floor/Level-14, Block-2, in "PRESTIGE PINEWOOD", being developed on Schedule 'A' Property, measuring 959 sq.ft. of carpet area 1385 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.

Tanob Aso

Bijlul Hossain

Liaquat Hossain

SCHEDULE 'D'
: RIGHTS OF THE PURCHASERS:

The Purchaser/s shall, in the course of ownership of Schedule 'B' Property and Schedule 'C' Apartment have the following rights:

- 1) The right to get constructed and own the Apartment described in the Schedule 'C' above for residential purposes subject to the terms of the Construction Agreement.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;
- 3) The right to adjacent lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building;
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

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Asif Ali

Liasha Ali

- 7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the common areas, amenities and facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'C' Apartment without causing any obstruction for free movement therein.

SCHEDULE 'F':

OBLIGATIONS ON THE PURCHASERS:

- 1) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- 2) Not to use or permit the use of the Schedule 'C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
- 3) Not to use the space in the land described in Schedule 'A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in the Project

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Prakash Bora *Trisha Bora*

- 20) The Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 21) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owner in the Building.
- 22) 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.
- 23) 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 'A' Property.
- 24) 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.

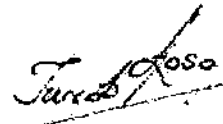
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Biphal Ware

Liasha Ware

- 25) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'C' 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 common 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
- 26) The Purchaser shall be liable to pay to Developer/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
- 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.


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Gifted Home *Turab Easa*

PRESTIGE PINE WOOD

ANNEXURE-I- AGREEMENT TO SELL	
TOWER	2
TYPE	B, 2.5BR
APARTMENT NO.	2143
AREA IN SQ. FT.	1385
LEVEL	14
SALE VALUE OF SCHEDULE 'B' PROPERTY	9002500.00
PAYMENT SCHEDULE	
On Booking 27.05.2018	900,250.00
On or before 10.06.2018	3,119,366.25
To be paid as on date	4019616.25
Paid as on date:	987766.13
Balance to be paid as on date:	3031850.12
On or before 10.08.2018	445623.75
On or before 10.10.2018	445623.75
On or before 10.12.2018	445623.75
On or before 10.02.2019	445623.75
On or before 10.04.2019	445623.75
On or before 10.06.2019	445623.75
On or before 10.08.2019	445623.75
On or before 10.10.2019	445623.75
On or before 10.12.2019	445623.75
On or before 10.02.2020	445623.75
On or before 10.04.2020	445623.75
ON POSSESSION 30.06.2020	81,022.50

Tarun K. S.

Prakash Kumar Lisha Kore

PRESTIGE PINE WOOD

ANNEXURE-II - CONSTRUCTION AGREEMENT

TOWER	2.
TYPE	B, 2.5BR
APARTMENT NO.	2143
AREA IN SQ. FT.	1385
LEVEL	14
TOTAL COST OF CONSTRUCTION	9225500.00
PAYMENT SCHEDULE	
On Booking 27.05.2018	922,549.90
On or before 10.06.2018	3,196,635.40
To be paid as on date	4119185.30
Paid as on date	1012233.87
Balance to be paid as on date	3106951.43
On or before 10.08.2018	456662.20
On or before 10.10.2018	456662.20
On or before 10.12.2018	456662.20
On or before 10.02.2019	456662.20
On or before 10.04.2019	456662.20
On or before 10.06.2019	456662.20
On or before 10.08.2019	456662.20
On or before 10.10.2019	456662.20
On or before 10.12.2019	456662.20
On or before 10.02.2020	456662.20
On or before 10.04.2020	456662.20
ON POSSESSION 30.06.2020	83,030.50
Bescom/BWSSB Charges @ Rs.120/- per sft.	166200
Generator charges	90000

Tarun K. S.

Rishad Hane Vinod Hane

PRESTIGE PINWOOD - SPECIFICATIONS

Structure

RCC Framed Structure
Cement Blocks for All Walls

Lobby

Elegant Lobbies with Flooring and Lift Cladding in Granite/Imported Marble
Textured Paint on all Lobby Walls and OBD on Ceilings
Kota stone in Service Lobby, Service Corridor and Staircases and Textured Paint on Walls

Lifts

Suitable Size and Capacity Passenger and Service Lifts in Every Tower.

Apartment Flooring

Imported Marble in the Foyer, Living, Dining, Corridors, Family Area and Master Bedroom.
Vitrified Tile Flooring in Other Bedrooms.
Master Toilets will have Imported Marble on the Floor and Walls up to the Ceiling
Other Toilets will be done with High Quality Ceramic Tiles
Anti-skid Ceramic Tiles in Balconies

Kitchen

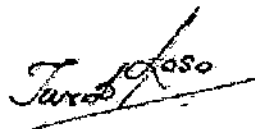
Ceramic/Vitrified Tiled Flooring and 2 Feet Ceramic Tile Dado over the Granite Counter
Double Bowl, Single Drain Steel Sink with Single Lever Tap

Utility, Maid's Room And Toilet

Ceramic/Vitrified Tiled Flooring and Ceramic Tile Dado for the Utility
Ceramic Tiles Flooring for the Maid's Room
Ceramic Tile Flooring and Dado in the Maid's Toilet

Toilets And Fittings

Granite for the Counters with Counter Top Wash Basins and Wall Mounted EWCs
Shower Panel in the Master Toilet
Glass Partitions in other Toilets with High Quality Chrome Plated Fittings
Wall Mounted EWCs
Geysers in all Toilets except the Maid's Toilet


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Rishabh Mehta Liana Kaur

Painting

Cement/Textured Paint on External Walls
Emulsion on Internal Walls and OBD on Ceilings
Enamel Paint on all MS Railings

Doors And Windows

Entrance Door – 8 Feet High Opening with Frame and Shutter in Wood, with Architraves and Polish on Both Sides
Internal Doors – 7 Feet High Opening with Wooden Frames and Flush Shutters
External Doors – UPVC / Aluminium Frames and Shutters
Windows – 3-Track UPVC / Aluminium Frames with Clear Glass and Provision for Mosquito Mesh Shutters
MS Designer Grill, Enamel Painted, for Ground Floor Apartments only

Electrical

Concealed Wiring with PVC Insulated Copper Wires and Modular Switches
Sufficient Power Outlets and Light Points will be provided
8KW Power will be provided for 4BR Units
6.5 KW Power will be provided for 3BR
4KW for 2BR and 2.5 BR Units
Cable TV and Telephone Points provided in the Living Area and all Bedrooms
Internet Point will be provided in the Study Area
Provision for Installation of Split AC in the Living and all Bedrooms
ELCB and Individual Meters will be provided for all Apartments

Security System

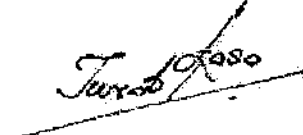
Security Cabins at all Entrances and Exits with Peripheral CCTV Coverage
Door Video Phone and Intercom Facility for All Apartments

DG Power

DG Back-up provided for all Common Services
100% Power Back-up provided for all Apartments at Additional Cost

Clubhouse and Amenities

Gymnasium, Swimming pool, Health Club, Squash Court, Billiards, Table Tennis,
Multi-Purpose Hall and Mini Theatre


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Bipul Hare

Trisha Hare

Prestige Pinewood	
Common area - Annexure IV	Party hall
	Clubhouse & pool - Toilets and change rooms
	Squash Court
	Mini theatre
	Separate Ladies and Gents Health club
	Billiards
	IT
	Gymnasium
	Lifts - 10 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
	Terraces (Open to sky)
	Driveways/ Ramps
	Landscaped areas
	Security cabins/ Service staff toilets
	Solar Lighting
	Gas Bank
	Lift machine rooms
	Overhead tanks
	Visitor Parking
	Organic Waste Converter
	Rain water harvesting

Tanish Bare

Biphal Hare

Tanish Bare

ANNEXURE VI				
UNIT NO : 2143				
Advance Maintainance Charges@45.00 /Square ft	On Possession (Other Charges)	62,325	11,218	73,544
BESCOM/BWSSB Charges@120.00 /Square ft	On Possession (Other Charges)	166,200	29,916	196,116
Franking Charges	Franking Charges	18,228		18,228
Generator Charges	On Possession (Other Charges)	90,000	16,200	106,200
Khatha & Assessment Charges	On Possession (Other Charges)	15,000	2,700	17,700
Sinking Fund@45.00 /Square ft	On Possession (Other Charges)	62,325		62,325
	Total - Other Charges	414,078	60,034	474,113

Texas

Ruplak Hone *Liasha Bare*

PRESTIGE PINE WOOD

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On or before 10.02.2020	445623.75
On or before 10.04.2020	445623.75
ON POSSESSION 30.06.2020	81,022.50

Tarun K. S.

Ashish K. S. Lisha K. S.

PRESTIGE PINE WOOD

ANNEXURE-II - CONSTRUCTION AGREEMENT

TOWER	2
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On or before: 10.02.2020	456662.20
On or before: 10.04.2020	456662.20
ON POSSESSION: 30.06.2020	83,030.50
Bescom/BWSSB Charges @ Rs.120/- per sq.ft.	166200
Generator charges	90000

Torres

Rishad Hone

Yashu Hone

PRESTIGE PINEWOOD - SPECIFICATIONS

Structure

RCC Framed Structure
Cement Blocks for All Walls

Lobby

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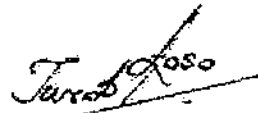
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Utility, Maid's Room And Toilet

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Wall Mounted EWCs
Geysers in all Toilets except the Maid's Toilet


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Priyanka Home Liasha Home

Painting

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Enamel Paint on all MS Railings

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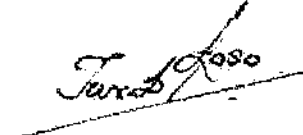
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100% Power Back-up provided for all Apartments at Additional Cost

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Bipul Hora

Tiasla Hora

Prestige Pinewood	
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	Mini theatre
	Separate Ladies and Gents Health club
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	IT
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	Lifts - 10 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
	Terraces (Open to sky)
	Driveways/ Ramps
	Landscaped areas
	Security cabins/ Service staff toilets
	Solar Lighting
	Gas Bank
	Lift machine rooms
	Overhead tanks
	Visitor Parking
	Organic Waste Converter
	Rain water harvesting

Tomas Aso

Biplab Hoss

Liasha Bore

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

WITNESSES:

1)

Torob Asso

OWNER

represented by Power of Attorney holder
PRESTIGE ESTATES PROJECTS LTD.

2)

Torob Asso

DEVELOPER

PURCHASER

Rajesh More Liasha Bare