

___, PRIDE PALATIA

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ('AGREEMENT') IS ENTERED INTO ON THIS ____ DAY OF ____ 20-----AT BENGALURU BY AND BETWEEN

I. **HENNUR PROPERTIES LLP, ((PAN No. AAIFH9214M))** (earlier known as **HENNUR PROPERTIES PRIVATE LIMITED,**) a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008, having its office at No. 19, J.C. Road, Bengaluru - 560002, represented by its Partner Mr._____ (duly authorised in this behalf), hereinafter referred to as the **LAND OWNER/VENDOR**, which term wherever the context permits or requires shall mean and include its partners, successors in office, executors, administrators, legal representatives, and assigns, represented herein by its duly constituted General Power of Attorney holder **PRIDE & EXPERT PROPERTIES PRIVATE LIMITED**, who in turn is represented herein by its Director **Mr. _____** (duly authorised in this behalf), **OF THE FIRST PART;**

AND

II. **PRIDE & EXPERT PROPERTIES PRIVATE LIMITED, (PAN No. AAACE4356J)** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at 901,9th Floor, Pride Hulkul, No. 116, Lalbagh Road , Bengaluru 560 027, (Formerly at No G - 2, Pride Elite, No 10, Museum Road, Bangalore 560001,) represented herein by its Director **Mr._____** (duly authorised in this behalf), hereinafter called the **DEVELOPER/PROMOTER**, which term wherever the context permits shall mean and include its directors, successors in office, executors, administrators, legal representatives, and assigns **OF THE SECOND PART;**

AND

III. III. SRI/SMT._____, (**PAN No. _____**) aged about __ years, son/wife of Sri._____, residing at _____, hereinafter referred to as the **ALLOTTEE/SPURCHASER/S**, which term, wherever the context permits, shall mean and include his/her/their Legal heirs, successors, assigns, legal representatives, executors and administrators on the **THIRD PART;**

with the LAND OWNER/ VENDOR, DEVELOPER/PROMOTER and PURCHASER/ALLOTTEE individually referred to as "party" and jointly as "parties", wherever required in this agreement.

Whereas, the immovable property being agricultural land measuring an extent of 10 Acres comprised in Sy.No.3 of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk, was owned by Sri.Kenchappa, he having acquired the same by virtue of a Partition Deed dated: 28/09/1945 executed by the aforesaid Sri.Kenchappa along with his brothers Sri. Mahadeva and Sri.Ganesha, which has been duly registered as Document No.1008/1945-46 in Book - I, Volume - 753, pages 128 to 135 with the Sub-Registrar, Bangalore;

Whereas, the aforesaid Sri. Kenchappa along with his sons Sri. K. Navaneetha and Sri. K. Beeranna executed a Release Deed dated: 02/09/1965, which has been duly registered as Document No.1566/65-66, in Book - I, Volume - 1382, pages 7 to 10 with the Sub-Registrar, Bangalore Civil Station, Bangalore under the terms of which, Sri. K. Navaneetha released all his right, title and interest in the joint family properties in favour of his father Sri. Kenchappa and his brother Sri. K. Beeranna and in lieu of the same, Sri. K.

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MRS. _____

Navaneetha was allotted the agricultural land measuring an extent of 10 Acres comprised in New Sy.No.115, Old Sy.No.3 of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk;

Whereas, thereafter, the aforesaid Sri. K. Navaneetha executed a Sale Deed dated: 04/04/1977 to and in favour of Ms. Aparna Shetty (represented by her GPA holder Smt. Yashoda S Shetty), which has been duly registered as Document No.36/1977-78 in Book – I, Volume – 1507, at pages 219 to 223, with the Sub-Registrar, Hosakote, by means of which, Ms. Aparna Shetty purchased the agricultural land measuring an extent of 3 Acres 22 Guntas, forming a part of New Sy.No.115, Old Sy.No.3 of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk;

Whereas, pursuant to the purchase of agricultural land measuring an extent of 3 Acres 22 Guntas, forming a part of New Sy.No.115, Old Sy.No.3 of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk, the aforesaid Ms. Aparna Shetty duly got transferred the Khatha in respect of the same to her name as evidenced by entry in the mutation register bearing MR No.7/82-83;

Whereas, the aforesaid Ms.Aparna Shetty represented by her GPA holder Smt.Yashoda S Shetty executed the Sale Deed dated: 03/03/2006 to and in favour of Sri.Channakeshava, which has been duly registered as Document No.KRI-1-21355/2005-06 in Book – I, stored in CD No.KRID191, with the Sub-Registrar, K.R.Puram, Bangalore by means of which Sri. Channakeshava purchased the agricultural land measuring an extent of 1 Acre 30 Guntas, forming a part of New Sy.No.115/1, (Previous Sy. No. 115 and Old Sy.No.3) of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk;

Whereas, the aforesaid Sri. Channakeshava desired to convert the land measuring an extent of 1 Acre 31 Guntas (including 1 Gunta Kharab), forming a part of New Sy.No.115/1, (Previous Sy. No. 115, Old Sy.No.3) of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk from agricultural to non agricultural residential uses and purposes applied for the same before the Deputy Commissioner, Bangalore District, Bangalore;

Whereas, pursuant to the application filed by the aforesaid Sri. Chennakeshava and on payment of conversion fine, the Deputy Commissioner, Bangalore District, Bangalore issued an Official Memorandum bearing No. ALN:SR(PB)SR-09/2008-09, dated: 03/10/2008 granting conversion of land measuring an extent of 1 Acre 31 Guntas (including 1 Gunta Kharab), forming a part of New Sy.No.115/1, (Previous Sy. No. 115, Old Sy.No.3) of Byrathihalli Village, Bidarahalli Hobli, Bangalore East Taluk (previously Hosakote Taluk) from agricultural to non agricultural residential uses and purposes, which land is more particularly described in the Schedule A hereunder and hereinafter referred to as the “Schedule A Property”;

Whereas, the aforesaid Sri. Channakeshava thereafter executed a Sale Deed dated: 06/11/2008 to and in favour of Hennur Properties Private Limited, which has been duly registered as Document No.BDH-1-02026/2008-09 in Book – I, stored in CD No.BDHD18, with the Sub-Registrar, Bidarahalli, Bangalore by means of which Sri. Channakeshava sold the Schedule A Property to and in favour of Hennur Properties Private Limited;

Whereas, after the Schedule A Property came within the jurisdiction of the Bruhat Bangalore Mahanagara Palike (BBMP), the aforesaid Hennur Properties Private Limited, duly got transferred the Khatha in respect of the same to its name as evidenced by the

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Khatha Certificate bearing No.DA/KTC/CR.NO/23/2012-13, dated: 24/08/2012 issued by the Assistant Revenue Officer, Hoodi Sub Range, BBMP assigning New Municipal No. 20 to the Schedule A Property;

Whereas, thereafter, the aforesaid Hennur Properties Private Limited entered into a Joint Development Agreement dated: 09/11/2012 with Pride & Expert Properties Private Limited, the DEVELOPER herein, which has been duly registered as Document No.INR-1-04187/2012-13 in Book- I, stored in CD No.INRD49, with the Sub-Registrar, Indiranagar, Bangalore, by means of which, Pride & Expert Properties Private Limited has been authorized and empowered to develop the Schedule A Property by constructing a residential apartment complex on the same comprising of basement, ground and upper floor with or without individual villas, common facilities, amenities, services, roads and boundary walls;

Whereas, thereafter the aforesaid Hennur Properties Private Limited executed a General Power of Attorney dated:09/11/2012 appointing the aforesaid PRIDE & EXPERT PROPERTIES PRIVATE LIMITED, the PROMOTER/DEVELOPER herein as their duly constituted attorney, which has been duly registered as Document No.INR-4-00690/2012-13 in Book- IV, stored in CD No.INRD49, with the Sub-Registrar, Indiranagar, Bengaluru, under the terms of which PRIDE & EXPERT PROPERTIES PRIVATE LIMITED, the DEVELOPER/PROMOTER herein have been authorized and empowered to carry out the development on the Schedule A Property and also sell the residential apartments belonging to the DEVELOPER/PROMOTER's Share constructed thereon to prospective purchaser/s;

Whereas, subsequently since there were some typographical corrections in the aforementioned registered Joint Development Agreement dated 09/11/2012, a Deed of Rectification dated 28/04/2014, registered as Document No.INR-1-00837/2014-15 in Book - I, stored in CD No.INRD98, with the Sub-Registrar, Indiranagar, Bangalore, was entered between the M/s. Hennur Properties Private Limited and the DEVELOPER/PROMOTER herein to rectify the same.

Whereas, Pride & Expert Properties Private Limited, the DEVELOPER/PROMOTER herein, prepared a design and plan for the development and construction of a residential apartment complex on the Schedule A Property comprising of 208 residential apartments of different dimensions in 2 Towers, each Tower having 104 apartments, comprised in basement, ground and 13 upper floors with common amenities, facilities and infrastructure attached thereto on the Schedule A Property, hereinafter referred to as the 'project'.

Whereas, thereafter the aforesaid Hennur Properties Private Limited through their GPA Holder the DEVELOPER/PROMOTER herein, duly obtained a Building Sanction Plan dated 05.02.2015 bearing LP No. BBMP/Addl.Dir/JD North/451/2013-14 issued by the Joint Director, Town Planning (North), Bruhat Bangalore Mahanagara Palike ("BBMP") for the construction of a residential apartment complex on the Schedule A Property comprising of 208 residential apartments of different dimensions in 2 Towers, each Tower having 104 apartments, comprised of basement, ground and 13 upper floors with common amenities, facilities and infrastructure attached thereto on the Schedule A Property, as also NOCs and other clearances, approvals and sanctions required for the project;

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Whereas, the aforesaid Hennur Properties Private Limited as mentioned above, has been converted into a Limited Liability Partnership under the Provisions of the Limited Liability Partnership Act, 2008 in the name of HENNUR PROPERTIES LLP, the LAND OWNER/VENDOR herein;

Whereas, subsequently, the LAND OWNER/VENDOR and the PROMOTER/DEVELOPER have entered into a Sharing & Marketing Agreement on 19.01.2016 apportioning their respective entitlements in the form of Residential Apartments allotted to each of them under the terms of the aforesaid development agreement entered into between them;

Whereas, for the purposes of The Real Estate (Regulation and Development) Act, 2016 and the Karnataka Real Estate (Regulation and Development) Rules, 2017 each block in the project shall be considered as a distinct Phase;

Further, the Developer/Promoter represents that it shall be vested with the sole right to cause modifications to the plan even after sanction, if such modification is to comply with the requirement of the BBMP or any other statutory body/agencies or if such modification, in the opinion of the Developer/Promoter is in the interest of the project even if it means erecting of certain additional floors at a later date either by using TDR or any other provision if allowed by the concerned statutory authorities.

Further, the Promoter/Developer represents that the project shall be developed in a phased manner comprising of Phase-I & Phase-II on the Schedule 'A' Property with Phase-I being Block-2 (as per sales plan C & D Blocks) and Phase-II being Block-1 (as per sales plan A & B Blocks) as mentioned in the sanctioned plan.

Whereas, as on date, the PROMOTER/DEVELOPER has commenced the construction of project known as **"PRIDE PALATIA"** on the Schedule 'A' Property after obtaining the requisite permissions and sanctions from the various statutory authorities, government agencies and departments;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer/Promoter and according to which the construction of the residential buildings and Development of Common areas are proposed to be provided for on the said Schedule 'A' Property in a phased wise manner have been Annexed hereto and marked as **Annexure -I,**

WHEREAS, the Developer/Promoter has registered the said Phase-II Project (consisting of Block-I (as per sales plan Block A & B) before the Real Estate Regulatory Authority vide its registration No..... allotted to the project vide the order of the Real Estate Regulatory Authority dated.....

Whereas, the PURCHASER/ALLOTTEE herein, after duly carrying out an inspection and verification of the documents of title in the hands of the LAND OWNER/VENDOR to the Schedule A Property and other permissions and sanctions obtained for the construction of "PRIDE PALATIA" on the Schedule A Property and fully satisfying himself / herself / themselves / itself about the clear and marketable title in the hands of the LAND OWNER/VENDOR and the satisfactory compliance of all sanctions and permissions for construction by the DEVELOPER/PROMOTER and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter

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referred to as “**the said Act**”) and the Karnataka Real Estate (Regulation and Development) Rules 2017 and the ALLOTTEE /PURCHASER as mentioned in this Agreement, approached the LAND OWNER/VENDOR & DEVELOPER/PROMOTER expressing interest in purchasing a **Residential Apartment** bearing No. _____ situated on the _____ Floor of _____ Block being constructed as per the plan enclosed as an annexure to this Agreement forming a part of Block -... as registered under RERA and _____ of residential complex known as “**PRIDE PALATIA-PHASE-II**” having a carpet area of _____sq.mts (.....Sq.Fts) ,, the exclusive right to use and enjoy the internal balconies area of _____ sq.mts (.....Sq.Fts) lying appurtenant to the said residential apartment (subject to variation of +/- 2%) which is more particularly described in Schedule ‘B’ hereunder and hereinafter referred to as “Schedule B Residential Apartment” as one composite immovable property, together with the right and obligations and subject however to the restrictions on the rights of the Purchaser/Allottee at Schedule C and D respectively of this Agreement for a basic sale price and consideration of **Rs.____/- (Rupees _____Only)**, exclusive of all deposits, incidental expenses, GST/ taxes and other levies if any payable to the DEVELOPER/PROMOTER on certain terms and conditions; The Schedule ‘B’ Residential Apartment is forming a part of the DEVELOPER’S/PROMOTER’S share under the terms of the Joint Development Agreement dated 09/11/2012 and the Sharing & Marketing Agreement dated 19/01/2016.

Whereas, the Purchaser/Allottee has requested to the Developer/Promoter to allot one covered car parking space situated at Basement / Ground floor of Block No... being constructed in the Schedule ‘A’ Property free of consideration;

Whereas, the Developer/ Promoter is also authorized by the Allottee/Purchaser, to make similar arrangement with the other Allottees/Purchaser/s.

Whereas, the Developer / Promoter has expressly and clearly made the fact known to the Allottee/Purchaser herein, that the ultimate Association of Allottees/Purchasers shall be entitled and authorized to change / alter / revise the arrangement for the open / covered parking spaces and the decision taken by such Association of Purchasers/Allottees shall be binding upon the Allottees/Purchasers.

Whereas, the Allottee/Purchaser hereby unconditionally agrees to this arrangement and does hereby agree to indemnify and to kept indemnified the Land Owner /Vendor/Promoter/ Developer from any compensation / suits / legal consequences in this regard in the future.

WHEREAS, the parties have decided to reduce the terms and conditions agreed to between them into writing in this Agreement as under:

NOW IT IS MUTUALLY AGREED AS UNDER

1. The LAND OWNER/VENDOR along with the DEVELOPER/PROMOTER herein jointly and severally agree to convey and sell to and in favour of the PURCHASER/ALLOTTEE or his/her nominees the Schedule B Residential Apartment forming a part of the DEVELOPER/PROMTER’S share under the terms of the Joint Development Agreement dated 09/11/2012 and the Sharing & Marketing Agreement dated 19/01/2016 which consists of a carpet area of _____ sq.mts (.....Sq.Fts) along with the exclusive right to use and enjoy the internal balconies area of _____ sq.mts (.....Sq.Fts) lying appurtenant to the said residential apartment as one composite immovable property along with

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the right to own the proportionate undivided share, right title and interest in the common areas including the land comprised in the Schedule A Property to be sold to the Association of Purchasers/Allottees, post its formation in which the PURCHASER/ALLOTTEE shall be a member as mandated by RERA, for a basic sale price and consideration of Rs. _____/- (Rupees _____ only) subject to rights & obligations of the purchaser/allottee as detailed in Schedule C hereunder and restrictions on the rights of the apartment owner as detailed in Schedule D hereunder which shall be payable by the PURCHASER/ALLOTTEE to the DEVELOPER/PROMOTER in the following manner:-

a)	10% of the basic Sale Price and Consideration Rs._____-/- (Rupees _____ Only) is payable by the Purchaser/Allottee on signing this Agreement to Sell, out of which Rs._____-/- is paid vide Cheque Bearing No._____ dated:_____ drawn on _____, in favour of the DEVELOPER/PROMOTER the receipt of which the DEVELOPER/PROMOTER do hereby acknowledge.	Rs. _____/-
b)	10% of the Basic Sale Price and Consideration payable within 10 days from the date of this Agreement	Rs. _____/-
c)	5% of the Basic Sale Price and Consideration payable on completion of Basement Floor Slab	
d)	5% of the Basic Sale Price and Consideration payable on completion of Second Floor Slab	
e)	5% of the Basic Sale Price and Consideration payable on completion of Third Floor Slab	
f)	5% of the Basic Sale Price and Consideration payable on completion of Fourth Floor Slab	
g)	5% of the Basic Sale Price and Consideration payable on completion of Fifth Floor Slab	
h)	5% of the Basic Sale Price and Consideration payable on completion of Sixth Floor Slab	
i)	5% of the Basic Sale Price and Consideration payable on completion of Seventh Floor Slab	
j)	5% of the Basic Sale Price and Consideration payable on completion of Eighth Floor Slab	
k)	5% of the Basic Sale Price and Consideration payable on completion of Ninth Floor Slab	
l)	5% of the Basic Sale Price and Consideration payable on completion of Tenth Floor Slab	
m)	5% of the Basic Sale Price and Consideration payable on completion of Eleventh Floor Slab	
n)	5% of the Basic Sale Price and Consideration payable on completion of Twelfth Floor Slab	
o)	5% of the Basic Sale Price and Consideration payable on completion of Thirteenth Floor Slab	

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p) 10% of the Basic Sale Price and Consideration payable on completion of Block Work	Rs. _____/-
q) 5% of the Basic Sale Price and Consideration shall be payable on intimation of project completion or at the time of due execution and registration of the Sale Deed or handing over of possession of the Schedule B Residential Apartment, whichever is earlier	Rs. _____/-

2. All the above payments along with GST and any other taxes as and when applicable at the rates in force in respect of the sale consideration for the purchase of the Schedule B Residential Apartment by the PURCHASER/ALLOTTEE shall be remitted after deduction of tax at source as per the provisions of the Income Tax Act 1961 and the TDS certificate in respect of the same shall be duly submitted to the DEVELOPER/PROMOTER.
3. The Developer/ Promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement to Sell in respect of the Schedule B Residential Apartment in favour of the Allottee/Purchaser, and register the said Agreement to Sell under the provisions of the Registration Act 1908 in view of the above, this agreement shall be duly registered and the Allottee /Purchaser shall co operate in this regard.
4. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee/Purchaser any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the Schedule B Residential Apartment is agreed to be sold to the Allottee/Purchaser and this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein.
5. The final measurement of the Schedule B Apartment will be that certified by the Architect for the project after the completion of construction of the said Schedule B Residential Apartment. In case the variation in measurement is more than the permissible limit of +/-2%, then, in that event, the sale price and consideration as agreed to between the parties for the Schedule B Residential Apartment will be proportionately increased or decreased as the case may be.
6. It is expressly clarified that the "carpet area" as agreed to be sold means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Schedule B Residential Apartment for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Schedule B Residential Apartment for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Schedule B Residential Apartment.
7. The Allottee/Purchaser has independently made himself/herself/themselves aware about the specifications provided by the promoter and has/have agreed about the quality standards of products/fittings and fixtures in the said project and he/she/they is/are aware of the limitations, usage policies, warranties & Guarantees and maintenance of the

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installed items, fixtures and fittings of the same and have been mentioned in the annexure and the same is marked as **Annexure-II**.

8. In the event of delay in payment of the installments by the ALLOTTEE/PURCHASER, the DEVELOPER/PROMOTER shall be entitled to charge an interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Allottee/Purchaser/s to the Developer/Promoter till the date of actual payment provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer /Promoter under this Agreement, nor shall it be constructed as condonation of delay by the Developer/Promoter. The amount of interest will be informed to the Allottee/Purchaser/s from time to time or on completion of the said Schedule B Residential Apartment , and the Allottee/Purchaser/s has/have agreed to pay the same as and when demanded before taking over the possession of the said Schedule B Residential Apartment.

9. In the event of any default in payment of two consecutive installments by the PURCHASER/ALLOTTEE , the DEVELOPER/PROMOTER , shall be entitled to send a notice by Registered Post or by Courier giving 21 days time to make payment and if the Purchaser/Allottee still fails to make the payment after the notice period, the DEVELOPER/PROMOTER, shall have the sole right to cancel this Agreement unilaterally and sell the Schedule B Residential Apartment hereby agreed to be conveyed, to any other person or persons on such terms and conditions as they deem fit after deducting a sum of Rs.5,00,000/- (Rupees Five Lakhs only) as damages along with the Interest due on the delayed period till the date of termination of this Agreement to Sell. The balance money, if any, due to the PURCHASER/ALLOTTEE shall be paid within two (2) weeks from the receipt of funds from the resale of the Apartment from any new Purchaser/Allottee. However, it is expressly clarified that Stamp Duty, Registration Fees and the incidental charges paid on registering this Agreement, GST or any other taxes collected from the Purchaser/Allottee and remitted to the State Government DEVELOPER/PROMOTER shall not be refunded to the PURCHASER/ALLOTTEE until the DEVELOPER/PROMOTER gets refund of the same from the appropriate authority.

10. The Developer/ Promoter, on cancellation of this Agreement, shall be fully entitled to deal with and dispose of the Schedule B Residential Apartment in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser/Allottee/s. The basic sale price and consideration as mentioned above excludes Taxes by way of GST and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the Schedule B Residential Apartment.. However, all such taxes/cess/fees etc and also any other taxes, fees, etc levied by the concerned authorities at any point of time after this agreement shall be payable by the Allottee/Purchaser and it shall be the responsibility of the Allottee/Purchaser to pay the same within the time stipulated in the demand letter served by the Promoter/Developer.

11. If the forfeited amount of the liquidated damages under clause No. 9 is more than the amount paid by the ALLOTTEE/PURCHASER/S under this Agreement to Sell, the PROMOTER/DEVELOPER will have right to claim from the ALLOTTEE/PURCHASER/S the difference between the amounts paid and the balance of liquidated damages;

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12. The DEVELOPER/PROMOTER duly agrees and covenants with the PURCHASER/ALLOTTEE that they shall complete the construction of the residential apartment complex in Phase-II on the Schedule A Property on or before 30.04.2022, subject to force majeure conditions like earthquake, riots, famine, floods, war, any other acts of god or the happening of any events or enactments beyond the control of the DEVELOPER/PROMOTER. The time for completion as stated above shall not include the time for obtaining permanent power, sanitary and water connections from the statutory authorities and in the event of delay on this account, the PURCHASER/ALLOTTEE shall not be entitled to claim any damages/ losses etc. in any manner whatsoever against the DEVELOPER/PROMOTER in this regard. However, the Developer/Promoter shall duly provide for temporary power connections to the project till permanent connections are secured.

13. The DEVELOPER/PROMOTER herein reserves the right to raise finances for the project on the security of the original title deeds in respect of the Schedule A Property either by creating an equitable mortgage by deposit of title deeds or otherwise in favour of banks, financial institutions or private parties provided however that the DEVELOPER/PROMOTER shall obtain a release letter/document from such banks, financial institutions or private parties in respect of the Schedule B Residential Apartment before the execution and registration of the absolute sale and conveyance deed in favour of the Purchaser/Allottee/s.

14. **The LAND OWNER /VENDOR does hereby covenant with the ALLOTTEES/PURCHASER/S the following:-**

- a) That the LAND OWNER/VENDOR is the sole and absolute owner in possession of the Schedule A Property and the LAND OWNER/VENDOR has absolute, clear and marketable title to the Schedule A Property and is legally competent to enter into this Agreement with the PURCHASER/ALLOTTEE.
- b) That the Schedule A Property is free from all types of encumbrances, charges, liens and lispendens of any kind and the Schedule A Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.
- c) That the LAND OWNER/VENDOR, have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule B Residential apartment .
- d) That the LAND OWNER/VENDOR has paid all municipal taxes in respect of the Schedule A Property up to 31st March 2017 and will continue to pay the same till the completion of the project and thereafter the same shall be paid by the Purchasers/Allottees from the date of dispatch of the intimation from the Developer/Promoter, that the said Schedule B Residential Apartment is ready for taking possession or from the date of execution of Sale deed, whichever is earlier
- e) That the LAND OWNER/VENDOR, will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule B Residential

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apartment in favour of the PURCHASER/ALLOTTEE on the due execution and registration of a deed of absolute sale and conveyance in favour of the PURCHASER/ALLOTTEE or his/her nominees.

- f) That the LAND OWNER/VENDOR shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the PURCHASER/ALLOTTEE in respect of the Schedule B Residential Apartment before the execution of a deed of absolute sale and conveyance in his/her/their favour.
- .
15. The LAND OWNER/VENDOR and the DEVELOPER/PROMOTER shall duly hand over the physical and vacant possession of the Schedule B Residential Apartment in favour of the PURCHASER/ALLOTTEE and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the PURCHASER/ALLOTTEE and/or his/her nominees but only after receiving all the amounts due and payable under this agreement from the Purchaser/Allottee and/or his/her nominees including any other charges payable as agreed by the Purchaser/Allottee to the Promoter / Developer.
16. The Developer/Promoter shall before handing over possession of the said Schedule B Residential Apartment to the Allottee/Purchaser/s herein, obtain from the concerned planning authority an occupation and/or completion certificate in respect of the phase-II Project. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said Schedule B Residential Apartment until the completion certificate/occupancy certificate is received from such competent authority and the Allottee/Purchaser has/have paid all dues payable under this agreement and any other charges as agreed by the Purchaser/Allottee in respect of the said Schedule B Residential Apartment to the Promoter/Developer and has paid the necessary maintenance amount/deposit ,GST and other taxes and charges payable under this agreement in respect of the said Schedule B Residential Apartment to the PROMOTER/DEVELOPER.
17. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Schedule B Residential Apartment to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installments and other dues payable by him/her/them under this Agreement and any other charges agreed to be paid by the Purchaser/Allottee.
18. The Developer/Promoter agrees and understands that timely delivery of possession of the Schedule B Residential Apartment is the essence of this Agreement. Subject to receipt of full consideration/total price and dues of the Promoter/Developer and taxes thereon are paid by the Allottee/Purchaser/s in respect of the said Schedule B Residential Apartment , in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Schedule B Residential Apartment on or before 30.04.2022.

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Provided that the Promoter/Developer shall be entitled to extension of time as agreed by and between the Allottee/Purchaser and the Promoter/Developer for handing over possession of the Schedule B Residential Apartment on the aforesaid date if the delay is an account of force majeure conditions and other events as defined below :

i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter/Developer as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority etc or due to such circumstances as may be decided by the Authority.

21. The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority and after and subject to receipt of all payments due by the Allottee/Purchaser as per this agreement along with other charges as agreed by the Purchaser/Allottee to the Promoter/Developer the Promoter/Developer shall send an intimation in writing by way of notice to the Purchaser/Allottee to take possession of the Schedule B Residential Apartment within 15 (fifteen) days from the date of issue of such notice and the Purchaser/Allottee shall be bound to take possession of the same. The Allottee/Purchaser shall also be bound to pay the maintenance charges as determined by the Promoter/Developer or Association of Allottees, whether he/she/they takes possession of the Schedule B Residential Apartment or not within the period stipulated in the notice , as the case may be.

22. It is expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get any services other than agreed upon, the same shall not be undertaken by the Promoter/Developer and the Allottee/Purchaser shall be solely responsible for the same.

23. Upon receiving a written intimation from the Promoter/Developer as per clause 21 above ,the Allottee/Purchaser shall take possession of the Schedule B Residential Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Schedule B Residential Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 21 such Allottee/Purchaser shall continue to be liable to pay maintenance charges along with the interest @ 18%, as applicable, immediately after obtaining the occupancy certificate or handing over physical possession of the said Schedule B Residential Apartment to the Allottee/Purchaser/s whichever is earlier. It shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser/s or the competent authority, as the case may be, as per the local laws.

24. That the LAND OWNER/VENDOR shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the

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PURCHASER/ALLOTTEE in respect of the aforesaid Schedule B Residential Apartment agreed to be conveyed to the PURCHASER/ALLOTTEE under this Agreement.

25. That the Schedule B Residential Apartment is part of the Phase-II of the project 'PRIDE PALATIA' which comprises of 2 Phases and are being developed in a phased manner. The aforesaid handover of possession as mentioned above is only for the Phase-II.

26. The DEVELOPER/PROMOTER herein does hereby covenant with the PURCHASER/ALLOTTEE and assures the PURCHASER/ALLOTTEE as follows::

- a) That they are legally competent to enter into this Agreement with the PURCHASER/ALLOTTEE/S in the manner mentioned above.
- b) That the Schedule B Residential Apartment is free from all types of encumbrances, mortgages, charges, liens, lispendens etc., and the Schedule B Residential Apartment is not the subject matter of any legal, acquisition or requisition proceedings before any Courts of Law, other legal forums, statutory authorities and bodies including taxation authorities.

That the DEVELOPER/PROMOTER shall at all times assure and ensure peaceful possession and enjoyment of the Schedule B Apartment without any let, hindrance or interference by the DEVELOPER / PROMOTER or by any person claiming any rights through the DEVELOPER / PROMOTER

- c) That the PROMOTER/DEVELOPER shall sign all the necessary papers, documents etc., with regard to the transfer of Khatha in the name of the ALLOTTEE/PURCHASER in respect of the Schedule B residential Apartment being conveyed and sold to the ALLOTTEE/PURCHASER under this Agreement.
- d) That the PROMOTER/DEVELOPER shall, if required, sign the necessary papers, forms etc., including the Deed of Declaration as required under the provisions of the Karnataka Apartments Ownership Act 1972 or the statutory modifications thereof.
- e) That the PROMOTER/DEVELOPER shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the ALLOTTEE/PURCHASER in respect of the aforesaid Schedule B Residential Apartment being agreed to be conveyed to the ALLOTTEE/PURCHASER under this agreement.
- f) The Developer/Promoter shall duly obtain at its cost, an occupancy certificate from the BBMP after completion of construction of PHASE -II on the Schedule A property after paying compounding deviations fees if any, from the sanction plan and handover a photocopy of the same to the Allottee/Purchaser.
- g) That the DEVELOPER/ PROMOTER has this day handed over all the copies of the original documents of title relating to the Schedule A Property to the PURCHASER/ALLOTTEE and the PURCHASER/ALLOTTEE confirms that there is nothing pending in this regard.

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- h) The Original Title deeds of the Schedule "A" Property is placed with Mr. Rajkumar Ganeriwal, Partner - Ganeriwal & Co., having his address at No. 1, 2nd Floor, RNG Palazzo, South End Street, Kumara Park East, Bangalore – 560001, earlier at 437-438, 2nd Floor, Alankar Pearl Plaza, K.G. Road, Bangalore – 560009. The original title documents shall be made available for inspection as and when required by the ALLOTTEE/PURCHASERS after receipt of prior intimation.
- i) The original title documents shall be made available for inspection as and when required by the Allottees/Purchasers after receipt of prior intimation. However, once the Association of Allottees is formed, the original documents of title relating to the Schedule A Property shall be handed over to the Association by the LAND OWNER/VENDOR/DEVELOPER/PROMOTER and thereafter the ASSOCIATION shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice to any or all of the apartment owners.
- j) That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said entire Schedule 'A' Property be on the Land Owner/Vendor and Promoter/Developer up to and until the conveyance of the said building/phase/wing and the said land there under.
- k) Except for occurrence of the events stating herein above, if the Promoter/Developer fails to complete or is unable to give possession of the Schedule B Residential Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein: or (ii) due to discontinuance of his business as a developer/Promoter on account of suspension or revocation of the registration under the Act; or for any other reason: the Developer/Promoter shall be liable, on demand to the Allottee/Purchaser/s, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Schedule B Residential Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum within 30 days including compensation in the manner as provided under the Act.
- l) Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Promoter/Developer shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal cost of Lending Rate plus 2% per annum on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Schedule B Residential Apartment, subject to that Allottee/Purchaser having paid all his dues on time as per the time line.
- m) The Promoter/Developer shall maintain a separate account in respect of 70% of the basic sale price and consideration received from the Allottee/Purchaser under this Agreement with the Scheduled Bank and shall utilize the amounts only for the purposes for which they have been received in the mode and manner contemplated and permitted under RERA and rules and regulations made there under.

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That the Allottees/Purchasers are made aware and expressly agree herein that whenever there is low water supply from the Competent authority and power cut by the BESCO Department, the Allottee/Purchaser shall have to pay extra for the water charges over and above the maintenance charges for the water supplied either by tanker or any other source and diesel charges for power supply through DG as demanded by the Developer/Promoter.

The Developer/Promoter shall not be responsible in case there is shortage of water & water is not available at any cost.

27. The ALLOTTEE/PURCHASER hereby covenants with the LAND OWNER/VENDOR / DEVELOPER/PROMOTER as follows:

- a) That the PURCHASER/ALLOTTEE shall not raise any construction in addition to that mentioned in the Schedule B Residential Apartment and shall not use or permit the construction referred to in the Schedule B Residential Apartment in a manner which would diminish the value or utility in the property described in the Schedule A Property or any construction made thereof. However, the PURCHASER/ALLOTTEE has a right to make partitions or alterations within his/her/their apartment as long as it does not cause any structural damage to the 'Apartment Building'. The PURCHASER/ALLOTTEE shall not make in the Schedule B Residential Apartment, any structural addition and/ or alteration such as beams, columns or improvements of a permanent nature except with the prior written approval of the Developer/Promoter.
- b) The PURCHASERS/ALLOTTEES are hereby made aware that the Towers/Blocks in Apartment Complex have been built with enabling provisions to house additional apartments if any sanctioned or directed on account of use of Transferable Development Rights, additional land area having been identified as belonging to the LAND OWNER/VENDOR or on account of additional FAR being sanctioned. All such rights are hereby retained by the LAND OWNER/VENDOR herein. The PURCHASER/ALLOTTEE shall have no right whatsoever to obstruct or hinder on any ground, the progress of the construction of the building or any part thereof or the future construction within the Schedule A Property on any ground including noise, disturbance, pollution, or amenities or inconvenience, provided the carpet area of the PURCHASER/ALLOTTEE /S is not changed;
- c) The PURCHASER/ALLOTTEE/S agree and acknowledge that in the event any further extent of land comprised in Schedule 'A' Property are acquired by BBMP for widening of Road, resulting in the grant of Transferrable Development Rights to the LAND OWNER/VENDOR, the DEVELOPER/PROMOTER shall have exclusive right over the same and shall be entitled at its sole discretion, to either sell such Development Rights to any person/s on the terms and conditions as LAND OWNER/VENDOR/DEVELOPER/PROMOTER deems fit or utilize the same by loading a part or whole of Transferrable Development Rights to the Project "Pride Palatia".
- d) That the PURCHASER/ALLOTTEE and/or his/her/their nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the apartment building on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this Agreement.

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- e) That the PURCHASER/ALLOTTEE and/ or his/her/their nominees, agents or representatives shall bear all the statutory charges like GST/taxes or any other charges/fees etc. at the rates in force and/ or as revised/levied by the statutory authority/ies from time to time in respect of the purchase of the Schedule B Residential Apartment.
- f) That the PURCHASER/ALLOTTEE and/or his/her/their nominees shall not make any claim against the LAND OWNER/VENDOR, and/or the DEVELOPER/PROMOTER with regard to the construction of the Schedule B Residential apartment or in respect of the common areas on the PURCHASER/ALLOTTEE being put in possession of the Schedule B Residential apartment by the LAND OWNER/VENDOR/DEVELOPER/PROMOTER.
- g) That the PURCHASER/ALLOTTEE or the occupier of the residential apartment shall not by virtue of this agreement acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartments.
- h) However, for the purpose of obligations on the Developer/Promoter for the defect liability period, the date shall be calculated from the date of obtaining Occupancy Certificate from BBMP or handing over permissive possession to the Allottee/Purchaser under a license for the purpose of enabling the Purchaser/Allottee to carry out fit outs and interior works in the Schedule B Residential Apartment or from the date of handing over the vacant possession of the Schedule B Residential Apartment to the Purchaser/Allottee, whichever is earlier. Further, it has been agreed by the Allottee/Purchaser that any damage or change done within the Schedule B Residential Apartment or in the building/phase/wing by the Purchaser/Allottee or by any third person on and behalf of the Allottee/Purchaser, the Developer shall stand absolved from any liability and under the circumstances, the Purchaser/Allottee shall waive his/her/their right to enforce the defect liability on and towards the Developer/Promoter.
- i) If within a period of five years from the date of obtaining Occupancy Certificate from BBMP or handing over the Schedule B Residential Apartment to the Allottee/Purchaser whichever is earlier, the Allottee/Purchaser brings to the notice of the Promoter/ Developer any structural defect in the Schedule B Residential Apartment or the building in which the Schedule B Residential Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Developer/Promoter, compensation for such defect in the manner as provided under the Act.
- j) Provided however, that the Allottee/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Schedule B Residential Apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Purchasers/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the unit/wing/phase, which

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may result in seepage of the water. If any of such works are carried out without the written consent of the Developer/Promoter the defect liability automatically shall become void. The word "defect" shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer/Promoter, and shall not mean defect/s caused by normal wear and tear, by negligent use of Schedule B Residential Apartment by the Occupants of whatsoever nature and any wall cracks / plaster cracks / paint color fade / tile color fade etc.

- k) That it shall be the responsibility of the Allottee/Purchaser to maintain his/her/their Schedule B Residential Apartment in a proper manner and take all due care need including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- l) Notwithstanding anything to the contrary, it shall be the responsibility of the Allottee/Purchaser to maintain his Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter/Developer in the said Project and/or in the said Apartment. The Developer/Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Association of Allottees formed by the purchasers of Apartments in the said Project.
- m) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable. Further the Warranty / guaranty of brands items/good/systems provided by Promoter/Developer will be claimed by Allottee/purchaser from the respective brand owner, and Promoter/Developer shall not be held responsible for the same.
- n) That the Allottee/Purchaser has been made aware and that the Allottee/Purchaser expressly agrees that the regular wear and tear of the Schedule B Apartment and the common areas related thereto includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- o) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- p) Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project such as (1) Monthly maintenance of the said Project and (2) Common

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maintenance of the entire project, the same shall be in proportion to the carpet area of the Schedule B Residential Apartment to the total carpet area of all the apartments in the Project.

- q) That the Schedule B Residential apartment shall not be put to any use other than for residential uses and purposes.
- r) That the lifts provided for in the apartment complex constructed on the Schedule A Property will be only used as passenger lifts and no heavy goods or luggage will be transported there under.
- s) That the PURCHASER/ALLOTTEE shall maintain or remain responsible for the structural stability of the Schedule B Apartment and will not do anything that will affect the structural stability of Apartment Complex.
- t) That the PURCHASER/ALLOTTEE of the Schedule B Apartment will allow the other purchasers of apartments in the project , the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognize the rights of the other Apartment owners in the residential complex.
- u) That the DEVELOPER/PROMOTER or the maintenance team/ entity appointed by the Developer/Promoter shall, for a period of ONE year from the date of completion of construction of the Residential apartment complex on the Schedule A Property as certified by the project architect, maintain the common areas, amenities and facilities in Pride Enchanta and incur all expenses like repairs and maintenance in respect of the same. After a period of one year as mentioned above, the DEVELOPER/PROMOTER shall hand over the maintenance to the association of apartment owners so formed for that purpose and that the formation of the registered apartment owners association will be obligation of the Purchaser/Allottee along with the other owners in the Building at their cost. The Developer/Promoter will have the sole authority and discretion to fix the maintenance deposit and/or maintenance charges payable by the Purchaser/Allottee for the first one year period and thereafter, such right will vest with the apartment owners association as and when formed. Till the formation of the association, the right will continue to vest with the DEVELOPER/PROMOTER.
- v) The PURCHASER/ALLOTTEE/S covenant that the PURCHASER/ ALLOTTEE/S shall comply with all the rules and regulation pertaining to electrical installation, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services, pollution control and general safety equipment and services of the building. Save as provided herein, the PURCHASER/ ALLOTTEE/S shall with the other owners of the apartment take over the building and the maintenance thereof.
- w) The PURCHASER/ ALLOTTEE/S with the other owners of the apartments shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls claddings, swimming pools and other places, pumps, motors and other equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The PURCHASER/ ALLOTTEE/S

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is/are fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the DEVELOPER/PROMOTER in the building. This would be applicable after the one year period from the date of completion of construction of the Residential apartment complex on the Schedule A Property during which the maintenance is the responsibility of the Developer/Promoter.

- x) That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchasers.
- y) The charges towards stamp duty, Registration fees and incidental charges payable in respect of this Agreement and the sale deed to be executed in favour of the Allottee/Purchaser, shall be borne by the Allottee/Purchaser only .

28. The Purchaser/Allottee/s are satisfied and have agreed to the scheme of development and allotment and utilization of available FAR as per the plan sanction. In case of demolition and reconstruction at a later point in time, the Purchaser/Allottee/s of the units shall utilize the FAR in the similar manner as has been allotted herein and allotment of the land for construction should also be in a similar manner of present scheme.

29. The decision of the DEVELOPER/PROMOTER in respect of the price of the Schedule B Residential apartment to be constructed is final and binding on the PURCHASER/ ALLOTTEE and the PURCHASER/ ALLOTTEE shall be entitled to seek for the execution of the sale deed and hand over of possession of the Schedule B Residential apartment from the LAND OWNER/VENDOR / DEVELOPER/PROMOTER only on payment of the entire sale price and consideration as mentioned above and in addition to the same, all proportionate KPTCL/BESCOM, BWSSB deposits/ maintenance deposits, utility charges, amenity charges GST and any other taxes or other charges and levies including incidental charges demanded or required to be paid towards the installation of transformers, cables and other electrical equipments, water and sanitary connections, service charges, proportionate cost of captive power utilised for the generator, solar heater and any charges that may be applicable to the DEVELOPER/PROMOTER and subject to the other terms and conditions mentioned in this Agreement. It is expressly clarified that the utility charges, amenity charges, as mentioned above are not collected as Deposits.

30. Any delay or indulgence by the LAND OWNER/VENDOR and/or the DEVELOPER/PROMOTER in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/Purchaser shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.

31. The PURCHASER/ALLOTTEE shall be entitled to nominate and assign his/her/their/its rights under this agreement in favour of any other person or persons on such terms and conditions as the PURCHASER/ALLOTTEE S deems fit only after a minimum period of One (1) year ("Lock in period") from the date

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of this Agreement, which nomination shall be recognised by the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER only on the PURCHASER//ALLOTTEES paying a transfer fee calculated at 5% of the sale price and consideration as agreed to and duly recorded in the Nomination/Assignment Agreement that may be entered by the PURCHASER/ALLOTTEE, Nominee /Assignee and the PROMOTER/DEVELOPER/LAND OWNER/VENDOR after the expiry of the Lock in Period as stated above. However, such transfer fee will not be payable by the Purchaser/Allottee in case the nominee of the Purchaser/Allottee is a Lineal Ascendant or Descendant of the Purchaser/Allottee. For the purpose of this clause, if the Purchaser/Allottee is a company (public or private limited), any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of partners of such partnership shall deemed to be transfer and in case of any association of persons any change of members of such association shall be deemed to be a transfer , and in such a situation, transfer fee as applicable under this clause shall be payable by the PURCHASER/ALLOTTEE.

32. In this agreement to sell, the word 'PURCHASER/ALLOTTEE' shall mean and include "PURCHASERS/ALLOTTEES" and the word "He" shall mean and include "She" and "they" wherever applicable.

33. The general correspondence between the parties shall be carried on by email in the ordinary course and letters, receipts or notices issued by the LAND OWNER/VENDOR/DEVELOPER/PROMOTER and dispatched to the addressee of the PURCHASER/ALLOTTEE/S given in this Agreement shall be sufficient proof of service thereof on the PURCHASER/ALLOTTEE/S and shall effectively discharge the LAND OWNER/VENDOR/DEVELOPER/PROMOTER from the obligations to issue any further notice;.

34. The contents of this Agreement to Sell herein is final and binding the parties herein superseding all negotiations, promises and arrangements (oral or otherwise) made prior to the execution of this Agreement. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement in writing and signed by both Parties.

35. The PURCHASER/ALLOTTEE/S shall retain the original of this Agreement to sell and produce the same at the time of execution of Sale Deed while the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER shall retain a photocopies of the same. The loss or misplacement of this Agreement may disentitle the PURCHASER/ALLOTTEE/S from claiming any right hereunder unless a similar agreement is executed and issued by the LAND OWNER/VENDOR / DEVELOPER/PROMOTER subject to the PURCHASER/ALLOTTEE/S producing required documents as may be required by the LAND OWNER/VENDOR/DEVELOPER/PROMOTER. All expenses and costs thereof shall be borne by the PURCHASER/ALLOTTEE/S.

36. In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this agreement, each of the parties herein shall have the right to enforce specific performance of this agreement against the other.

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37. All disputes between the parties under this agreement shall be referred to arbitration by the parties herein as per the provisions of the Arbitration and Conciliation Act 1996 and the statutory modifications thereof from time to time. The Arbitration proceedings shall be conducted at Bengaluru. The venue, time and date for the arbitration proceedings shall be solely decided by the Arbitrator appointed for this purpose..

38. The Courts at Bengaluru shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this agreement .

39. INDULGENCE: Any delay tolerated or indulgence shown by the Promoter /Developer in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser/s shall not be construed as a waiver on its part as breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the right of the 'DEVELOPER/PROMOTER';

40. COMPLETE AGREEMENT: The parties acknowledge that this is the complete Agreement. This agreement supercedes any brochures, letter of offer /payment plan, any prior agreements and representations between the parties; whether written or oral any such prior agreements/arrangements are cancelled as at this date.;

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

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this agreement.

42. The remaining provisions of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

SCHEDULE A PROPERTY

All that piece and parcel of residentially converted lands measuring an extent of 1 Acre 31 Guntas (including 1 Gunta Kharab), forming a part of New Sy. No. 115/1, (previous Sy.No.115, old Sy.No.3) of Byrathihalli Village, Bidarahalli Hobli, Hosakote Taluk (converted vide Official Memorandum bearing No.ALN:SR(PB)SR-09/2008-09, dated:03/10/2008 issued by the Deputy Commissioner, Bangalore District, Bangalore) now coming within the jurisdiction of Bruhat Bangalore Mahanagara Palike(BBMP) and assigned New Municipal Khata No.20 and bounded on the:

East by: Sy.No.111 of Byrathihalli Village

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West by: Bangalore – Bagalur Main Road
North by: Remaining portion of Sy.No.115/1 of
Byrathihalli Village
South by: Sy.No. 125 of Byrathihalli Village

SCHEDULE B RESIDENTIAL APARTMENT

RESIDENTIAL APARTMENT bearing No. _____ in Block ____on the _____ Floor in the residential complex known as “**PRIDE PALATIA -PHASE-II**” being constructed on the Schedule A Property measuring about _____ Sq.Mts (.....sq.ft) of carpet Area (subject to variation of +/-2%) consisting of _____ Bed Rooms with RCC roofing and other pecifications as contained in the Annexure to this agreement or near equivalents thereto agreed to be sold to the PURCHASER/ALLOTTEE along with the exclusive right to use and enjoy the internal balconies area of _____ Sq.Mts (.....sq.ft) . lying appurtenant to the said Apartment.

SCHEDULE – C: RIGHTS & OBLIGATIONS OF THE PURCHASER/ALLOTTEE

(Details of the rights to the common passages, amenities and services of the ALLOTTEE/PURCHASER herein and the other ALLOTTEE/PURCHASER/S of the Residential apartments in “PRIDE PALATIA”)

1. Rights and liberty for each owner of the building and all persons authorised or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorised to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase and the passage inside and outside the residential buildings constructed in the Schedule A Property. The Purchaser/Allottees and the purchasers of other apartments in the project shall have equal rights to all common amenities and facilities built or provided in Schedule-A Property except the earmarked car parking spaces, earmarked garden spaces & earmarked terrace spaces, penthouses if any, allotted to others with restrictive covenants. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks The Schedule-A Property on which the building is to be / being constructed will be held by all the Apartment Owners as “Co-Owners”. and all passages, lobbies, staircase, water lines and sewer lines as also the other areas which are used in common by the Apartment holders, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common, and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas.
2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof. The Purchasers/Allottees shall have the right to subjacent, lateral, vertical and horizontal support for the Schedule B Residential Apartment from the other parts of the Building.
- 3.Right to free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and

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wires at any time hereinafter passing through the building or any other part thereof. The Allottees /Purchasers shall have the right to free and uninterrupted passage of water, gas electricity, sewerage etc., from and to their apartments through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which may at any time hereafter be in, under or passing through the Building or any part thereof or by the Schedule-A Property. The Allottees/Purchasers shall also have the right to lay cables or wires for Radio, Television, Telephone and such other installation, in any part of the Schedule B Residential Apartment for residential use however, recognizing and reciprocating such rights of the other Apartment Owners.

4. Right to passage for each owner of the apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same. The Allottees/Purchasers shall have the right of entry and passage for the Allottees/Purchasers and/or the Purchasers Agents or 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 or maintenance of the Schedule B Residential Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused;

5. Right to passage for each owner of a apartment and other owners of apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.

6. Right to lay cables or wires through common walls, ducts or passages for telephone installations/ data cables / DTH etc, however, respecting the equal rights of others in respect of the same.

7. The right for the owners of apartments, their servants, workmen and others at all reasonable times on notice to enter into or upon other parts of the building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule B Residential Apartment or any part of the building giving subjacent and lateral support, shelter or protection to the Schedule B Residential Apartment.

8. The right to do all or any of the acts mentioned in Clauses above without any notice in the case of emergency.

OBLIGATIONS OF THE ALLOTTEE/PURCHASER/APARTMENT OWNER

The Purchaser/Allottee in proportion to his /her share of carpet area in the project contained in the Schedule B Residential Apartment along with other purchasers in proportion to their share of carpet area in the project contained in the Residential

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Apartment purchased/to be purchased by them in the project have accepted the following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following common expenses:

1. The Allottee/Purchaser shall duly pay the propionate share of costs and expenses as mentioned below from the date of dispatch of the intimation from the Developer/Promoter, that the Apartment is ready for taking possession of the Schedule B Residential Apartment or from the date of execution of Sale deed, whichever is earlier. The below said amounts shall be paid by the PURCHASERS without raising objections thereto regularly or punctually to the maintenance team/ Developer as the case may be.
 - a) Proportionate share of costs and expenses including the incidental charges and the deposits payable to BESCOM, BWSSB towards the electrical, water and sanitary connections, service charges, utility charges, amenity charges, proportionate cost of captive power utilised for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, GST and any other taxes. at the rates in force as fixed by the statutory authority/ies responsible for collection of the same from time to time in respect of the Schedule B Residential Apartment.
 - b) Maintenance deposits and/or charges and the GST/taxes levied thereon as fixed by the Developer/Promoter from the date of completion of construction of the residential apartment complex on the Schedule A Property as certified by the Project Architect and as fixed later on by the association of apartment owners as and when formed.
 - c) Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc, of the common areas in the multistoried residential apartment complex.
 - d) Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines and the GST/taxes levied thereon common to the building.
 - e) Payment of the electrical and water charge for common services.
 - f) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
 - g) Expenses incurred towards the services provided by watchmen, lift-operators, pump-operators, Gardner, Estate Manager, House Keeping persons, electricians, plumber and other security personnel and other office personnel.

Till such time the association is formed and registered, the services mentioned above will be carried out/rendered by the DEVELOPER/PROMOTER and thereafter, the decision taken by the majority of the purchasers/Allottees and the interpretation of the clauses given by the majority of the purchasers/Allottees shall prevail over the views/interpretations of individual or minority of the purchasers.

2. Should the Purchaser default in making payments due for any common expenses, benefits or amenities, the DEVELOPER/PROMOTER or the association of apartment owners shall have the right to remove such common benefits or amenities, facilities,

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services including electricity and water connection provided for the Purchaser's enjoyment.

3. No individual Purchaser/Allottee and/or a minority group of Purchasers shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
4. Not to interfere with, disrupt or damage the pipes, cables, water lines or any other equipment meant for the common use of the owners of apartments in 'PRIDE PALATIA' laid or passing through at any time or in any manner whatsoever.
5. Not to change the landscape already designed and implemented by the DEVELOPER.
6. The Purchaser/Allottee/s shall maintain at their cost the said apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale deed and/or handing over possession of the Schedule B Residential Apartment, whichever is earlier.
7. The Allottee/Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed 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 Apartments Owners in the building.
8. The Developer/Promoter herein is developing the Schedule A Property which consists of two phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the Schedule A Property . The Promoter, assures to hand over possession of the said common amenities in the project to the association of the allottees on or before 30.04.2022 although each phase may be registered separately under RERA since the entire land for the Project on the basis of which the plan has been sanctioned can't be divided by the metes and bounds according to the Phases under RERA. The Allottee/Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Schedule B Residential Apartment on the ground of non completion of aforesaid common amenities.
9. That the Allottee/Purchasers further agree that even where 'substantial completion' of works has been done and after receiving the Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his/her/their use or occupation of his Apartment and he/her/their can cohabit in the said unit. However,

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if the Developer/Promoter is not allowed by the Allottee/Purchaser or any person on his/her/their behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the Developer/Promoter.

10. The PURCHASER/ALLOTTEES/S hereto hereby undertakes to become a member of an Association of Allottees and abide by its rules and regulations in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of fire fighting equipment etc.,
11. The PURCHASER/ALLOTTEE hereby also undertakes to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment owners as and when called for to do so by the Developer/Promoter. The Association formed by the PURCHASER/ALLOTTEE/ S herein shall take all the necessary steps to prepare the deed of declaration and get it signed by all the apartment owners and register the same with the Sub-Registrar exercising relevant jurisdiction.
12. The Purchaser/s shall permit the Developer/Promoter or the Association of Allottees 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 use for 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. The DEVELOPER/PROMOTER is not liable or answerable for payment of common expenses etc., stated in this agreement to sell at any time in respect of the unsold apartments/units.
13. The Purchasers/Allottees shall be responsible for cleanliness and upkeep of the common area and shall not allow littering; dirtying and overgrowing grass and the Association of Allottees shall have the right to impose fines and penalties on the Purchase in case of breach in this regard.
14. For any modifications/alterations or repair work to the exterior of the building or any changes in/ openings into the common area, the Purchasers or the Association must seek written permission from the Developer/Promoter. However, if the Developer does not respond to the same within 30 (Thirty) days from the date of issue of the relevant letter by the said Association, it will be assumed that the Developer has no objections to the same and the Purchasers may go ahead with the said modifications/alterations. The Developer shall have the sole discretion to accede to or refuse the request from the Purchaser/s.

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15. The Purchasers hereto agree that the rights along with the restrictions and obligations as agreed and contained in this Agreement shall form a part of all agreements entered into with any subsequent purchaser/s of individual apartment unit/s.
16. The Purchasers shall co-operate with the other owners and/or Occupants of apartments in the project and the Developer in the management and maintenance of the Schedule-A Property and the common areas in the project
17. The Purchasers shall observe the rules and byelaws framed from time to time by the Association / Developer and the circulars/ notices issued by the Association / Developer relating to the maintenance and upkeep of all the common areas, amenities and facilities in "Pride Palatia".

SCHEDULE – D: RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/ALLOTTEE APARTMENT OWNER:

Each owner of the apartment so as to bind himself/herself to his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests in the Schedule – B Residential Apartment above and in consideration of covenants of each owner of a residential apartment binding on the other owners of the buildings and the constructions thereon hereby agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule B Residential Apartment above.
2. Not to use or permit the construction referred to in Schedule B Residential Apartment above in a manner which would diminish the value or utility in the property described in Schedule – A Property above or in any construction made thereof.
3. Not to use the space in the land described in Schedule – A Property above left upon after the construction for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or egress from any part of the construction.
4. Not to default in the payment of her/his share of any taxes or levies to be shared by the other joint owners of the property described in the Schedule A Property or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the Schedule B Residential Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment complex.
6. Not to cause change / modification in elevation of the Residential Apartment Complex constructed on the Schedule A Property.

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7. Not to make any arrangement for the maintenance of the building other than those agreed to by all other owners of apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.
8. The parking space allotted for any Allottee of the building shall be used for parking their cars respectively by them or their duly authorized servants. The other Allottee of apartments who have not been allotted parking space shall not park their cars in the parking space earmarked on the Schedule A Property. The right to use, the car parking space allotted for any owner of the building/ Apartment Complex
 - (i) shall not be rented/ leased/ transferred to any outsider who does not own a Unit in the Project, but the same can be rented/ leased/ transferred in case of other Unit Owners in the Project.
 - (ii) Will not allow anyone to reside in the car parking spaces. Will not store material in the car parking space. Will not park more than one single car in the car parking slot, unless it has been clearly allotted as a double or linked car park. Will not raise any construction temporary or permanent construction, grill or wall or enclosure thereon or part thereof and keep it open as before.
 - (iii) Will not to park his/her car/s on the pathway or open spaces of the Project or any other place except the space allotted to him or her.
9. Not to seek change of name of the building complex known as “PRIDE PALATIA” to be constructed on the Schedule A Property.
10. Not to damage or demolish or cause to be damaged or demolished, the Schedule A Property or any part thereof or the fittings and fixtures affixed thereto.
11. Not to do or cause anything to be done in or around the Schedule A Property or any portion thereof which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use..
12. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
13. Not to store or bring and allow to be stored in the Schedule B Residential Apartment or any portion thereof any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.
14. Not to use or allow to be used, the Schedule B Apartment or any portion thereof for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the other owners and occupants of apartments in the project and shall not allow or permit the use of the Schedule B

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Residential Apartment as a boarding house or a meeting place or for industrial activities or for any illegal or immoral purpose whatsoever.

15. Not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Schedule-A Property.
16. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Schedule B Residential Apartment which in the opinion of the Developer/Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Developer/Promoter may affect the elevation in respect of the exterior walls of the said building.
17. Not to install grills in the Schedule B Residential Apartment, the design of which has not been approved by the Architects appointed by the Developer/Promoter.
18. The Purchaser shall not put up any hoarding, name plates sign-boards, graffiti etc., in any place other than that demarcated and allotted by the Developer/Promoter or Managing Committee of the Association of Apartment Owners as and when formed.
19. The occupants of the Apartments in the project shall maintain privacy as far as possible and shall not trespass into mutually allotted premises. The movement into each of the premises can be regulated by the Developer/Promoter in the interest of all the occupants.
20. The Purchasers agree that the earmarked garden area on the ground floor and the earmarked terrace rights/space, allotted shall be to the exclusive use of the allottee's and the Purchasers shall at no time after the completion of the project and formation of the Association of Allottees, claim any rights thereto or deprive the allottee's of the said garden space or the terrace area. However the allottee's shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panels boards or any other services
21. Not to do, or permit to be done, any act or thing which may render void, or make voidable, any insurance in respect of any part of the Schedule B Residential Apartment or cause increased premium to be payable, in respect thereof if the project is insured.
22. Not to use the Schedule-B Residential Apartment or any part thereof permit the same to be used for any purpose whatsoever other than as a place of residence.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES.

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WITNESSES:

1.

**I. LAND OWNER/VENDOR
For HENNUR PROPERTIES LLP
Represented by its GPA Holder
FOR PRIDE & EXPERT PROPERTIES PVT.LTD.,**

**(MR_____)
DIRECTOR**

2.

**II. PROMOTER/DEVELOPER,
FOR PRIDE & EXPERT PROPERTIES PVT.LTD.,**

**(MR_____)
DIRECTOR**

III ALLOTTEE/ PURCHASER

(_____)

[PLAN OF SCHEDULE B RESIDENTIAL APARTMENT]

ANNEXURE-I

[DEVELOPMENT PLAN]

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ANNEXURE-II
(Details of specifications relating to construction and the common amenities and facilities in “ PRIDE PALATIA-PHASE-II ”)

Sl No	Description	Location	Specifications
INSIDE FLATS			
1	Doors	Main Entrance	Laminated Door with Motorized lock of Hafele / Dorma / Equivalent make.
		Bed Rooms	
		Toilets	Laminated Door with Cylindrical Knob of Hafele / Dorma / Equivalent make.
2	Sliding Doors	Kitchen Balcony	Powder coated 3 track aluminium sliding with mosquito mesh shutter
		Living Balcony	
3	Windows	Bed Rooms	Powder coated 3 track aluminium sliding with mosquito mesh shutter MS Grill with Synthetic Enamel Painting.
4	Ventilators	Toilets	Powder coated Aluminium frame with glass blinds.
5	Flooring	Living	Vitrified Tiles Flooring : 600mm X 600mm of Zeal Top/ GALA / Equivalent make
		Bed Rooms/ Kitchen/ Dining	
		Toilets	Antiskid Ceramic Vitrified Tiles Flooring :300mm X 300mm of GALA/Equivalent make
		Living Balcony	
		Kitchen Utility	Vitrified tiles flooring: 600mm X 600mm of Zeal top/ GALA/Equivalent with granite border
		Lift Lobby	
		Staircase	Granite treads with Plastered Risers.
			Landings:Vitrified Tile Flooring (600mm X 600mm of GALA /equivalent) with Granite Border.
		Parking Area	VDF/ Trimix Flooring
6	Dadoing	Toilets – Up to 7 feet Level	Ceramic Tiles of Size 300mm X 450mm GALA / Equivalent make
		Kitchen – up to 2 feet from Counter Top	Ceramic Tiles of Size 300mm X 600mm GALA / Equivalent make
7	Kitchen Platform	Kitchen	Granite counter
			SS Sink with drain board (Jayna / Equivalent)
8	Painting	Ceiling	Water-based semi acrylic/ Acrylic emulsion paint
		Internal Walls	
		External Walls	Exterior Emulsion Paint
		Metal Surfaces	Synthetic Enamel Paint

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9	Electrical Works	Wires/ Cables	Concealed Copper wiring with Circuit breakers. KEI / Havells / Anchor / Equivalent
		Switches/ Switch Plates	Schneider / Equivalent
		AC Provision	Electrical Point Provision
10	CP Fittings	Toilets	Jaguar /Hindware / Equivalent
11	Sanitary Fittings	Toilets	Cera /Hindware / Equivalent
COMMON AMENITIES			
1	Elevators	Lift Lobby	2 Nos. for each wing(1 No. of 13 Passengers & 1 No. of 8 Passengers) of Johnson / Equivalent.
2	Diesel Generator	Common	100% back up for common amenities
3	Water	Common	1 KW for Each Flat
4	Electricity Power	Common	From Local Authority.
4	Electricity Power	Flats	2 BHK : 4 KW
			3 BHK : 5 KW
5	Gas Bank	Common	Piped Gas Line System to each flat from Gas Bank
6	Fire Fighting	Common	As per Fire Safety Norms
7	Communication	Common	Provision for telephone point in all Bedrooms & Connection up to near by Shaft.
8	Renewable Energy	Common	Solar Water heaters of capacity 800 Lts for each Wing. Solar Water made available in all Bathroom for Top 2 Floors Only.
			Rain Water Harvesting
9	OH Tanks	Common	Of required capacity as per norms
10	Entrance Lobby	Common	Entrance lobby for each Wing
11	Letter Box	Common	Provided for each Flat at Basement / Stilt area.
12	Security System		
AMENITIES FOR THE PROJECT (Common for Phase-1 & Phase-2)			
1	Club House		
2	Swimming Pool		
3	Landscape & Hardscape		

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DIRECTOR

MRS. _____

Date: _____

MR./MRS. _____
Residing _____

Dear MR./MRS. _____

Subject: Sale of Apartment/Unit bearing # _____ at the Project "Pride Palatia - Phasa II", being developed on Land bearing Sy No.115/1 at Byrathihalli Village Bidarahalli Hobli Bangalore East Taluk.

We, M/s. Pride & Expert Properties Pvt. Ltd the Developer of Project "Pride Palatia", do hereby wish to state as follows:-

This is with reference to our Allotment letter dated _____ and Agreement to Sell dated _____ (**"Agreement to Sell"**), executed amongst us, kindly note that you would be required to make the following payments in favour of us, **"Pride & Expert Properties Private Ltd.,"** towards additional amounts for the purchase of the aforesaid apartment bearing No. _____ (**"Apartment/Unit"**) at "Pride Palatia - Phase II" apart from the Sale Price & Consideration as mentioned in the Agreement to Sell dated: _____.

1. **Rs. _____/- (Rupees _____ Only)**, calculated at Rs. _____/- per sq.ft. of the **Carpet Area** of the said apartment/Unit measuring _____ **sq.ft.**, towards Utility charges - as a reimbursement of the deposits paid by us to BESCOM AND/OR other charges and levies towards the installation of DG, Transformers, Cables, STP and other equipments.
2. **Rs. _____/- (Rupees _____ Only)**, calculated at Rs. _____/- per sq.ft. of the Carpet Area of the said apartment/Unit measuring _____ **sq.ft.**, payable towards proportionate share of costs and expenses of maintenance charges for _____ **year** which is applicable from the date of sending an intimation from us that the said apartment is ready for possession.
3. **Rs. _____/- (Rupees _____ Only)** towards Documentation charges.
4. **Rs. _____/- (Rupees _____ Only)** towards Amenity Charges.
5. **Rs. _____/- (Rupees _____ Only)** towards Domestic LPG Pipeline Gas Connection.

The aforesaid amounts will be paid by you along with applicable Service Tax and VAT to us in the following manner:-

- a) 50% of the sum of the amounts detailed in Clause 1, 4 and 5 mentioned above along with Sale Price & Consideration payable as per the Agreement to Sell on Completion of the _____ Floor Slab.
- b) Balance 50% of the sum of the aforesaid amounts detailed in Clause 1, 4 and 5 mentioned above along with 100% of the sum of the amounts mentioned in Clause 2 and 3 mentioned above on receiving an intimation, that the **Apartment/Unit bearing No._____** "Pride Palatia – Phase II" is complete in all respects and is ready for possession or from the date of execution of sale deed, whichever is earlier.

This letter is prepared in duplicate and each one of the same shall be treated as original. One copy of the same is being handed over to you and the other is been retained by us. Kindly affix your signature on the place earmarked below in token of your having received and accepted the terms and conditions contained in this letter.

Therefore, under the circumstances, the non-payment of the aforesaid amount from you either in whole or in parts will be treated as a breach of obligation undertaken from you and such breach will also amount to a breach of the terms and conditions contained in the Agreement to Sell dated _____.

For PRIDE & EXPERT PROPERTIES PVT. LTD.,

DIRECTOR

AGREED AND CONFIRMED

MR./MRS._____
(PURCHASER)

MR./MRS._____
(PURCHASER)