

AGREEMENT OF SALE

This AGREEMENT OF SALE is made and executed on this the ____ day of _____ Two Thousand _____ (___/___/_____) at Bangalore:

Between:

M/S. PRISHA PROPERTIES INDIA PRIVATE LIMITED, PAN AACEP8589Q & CIN _____ a Company registered under the provisions of the Companies Act, 1956, having its Registered Office, at No.12, MPD Tower, 2nd Floor, 5th Block, Koramangala, Bangalore - 560 095, represented by Mr. Giriraju (Aadhar No._____) the authorized signatory authorized vide Board resolution dated 19th day of June 2012.

(Hereinafter called the "PROMOTER" which term shall mean and include all its Authorized representatives, executors and successors)

And

PAN No. _____
Aadhar No. _____

For Prisha Properties India Pvt Ltd

Authorized Signatory

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(Hereinafter called the **ALLOTTEE(S) which term** shall mean and include all his/her Legal heirs, legal representatives, executors)

WHEREAS, originally the Schedule A Property belonged to Pete Nanjundappa and the said Pete Nanjundappa died in estate, leaving behind him, his two sons Ramaiah and Pete Shettappa and whereas, the said Pete Shettappa also died issueless and his wife also predeceased him. Ultimately, the said Ramaiah became the absolute owner of the said land.

WHEREAS, the said Sri. Ramaiah also died intestate leaving behind him, his wife Smt. Chikkathayamma and children viz., R. Venkatappa, R. Krishnappa and R. Ramanjini as his legal heirs and whereas, the said legal heirs of Late Sri. Ramaiah affected an oral Partition on 17/03/1978 among themselves partitioning the said lands along with other immovable properties. Out of the said partition, the Schedule A land comprised in Sy.No. 77/2 measuring to an extent of 2 acres 28 guntas with appurtenant Kharab land of 02 guntas of Nagavara Village, Kasaba Hobli, Bangalore North Taluk, fell to the share of the said R. Venkatappa. Thus the said. R. Venkatappa became an absolute owner of the said land.

WHEREAS an application was made by R. Venkatappa before the Special Deputy Commissioner, Bangalore District for conversion of land from agriculture use and the Said Property was converted vide Order dated 27/11/2003, No.ALN.(N):107/2003-04 to residential purpose.

WHEREAS, the said R. Venkatappa along with his children, grand children and his brother R Krishnappa and his family members conveyed the aforesaid land to Srinivaas Venkoba Sirigeri and K. V. Ravikumar under two Sale Deeds as follows:

- a) Registered sale deed dated 04/12/2003, registered as document No.33299/03-04 at the office of the Sub-Registrar, Bangalore North Taluk, measuring to an extent 2 acres in Sy.No. 77/2
- b) Registered sale deed dated 04/05/2004, registered as document No.4666/04-05 at the office of the Sub-Registrar, Bangalore North Taluk, measuring to an extent 0-28 Guntas together with 2 guntas of Kharab in Sy.No. 77/2

Thus Srinivaas Venkoba Sirigeri and K.V. Ravikumar became absolute joint owners of the converted land in Sy.No. 77/2, measuring 2 acres 28 guntas.

WHEREAS, the said Srinivaas Venkoba Sirigeri and K.V. Ravikumar have sold the entire land of 2 Acres 28 guntas to M/s. Golden Gate Properties Limited on 22/09/2005, vide document No. 11742/05-06, registered at the office of the Sub-Registrar, Bangalore North Taluk.

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Subsequently M/s. Golden Gate Properties Limited along with Mr. K. Pratap and Mr. C.D. Sanjay Raj has formed a Partnership Firm "PRISHA PROPERTIES" (vide deed dated 06/08/2007) and M/s. Golden Gate Properties Limited agreed to bring some of its assets/properties into the partnership as its share of investment.

The said Partners have subsequently executed a Reconstitution and Contribution Deed dated 20/11/2007, according to which M/s. GGPL has contributed the Schedule A Property along with other properties to the FIRM.

Subsequently the said partnership was converted to a Private Limited company under Part IX of the Companies Act, 1956 and got incorporated on 01/04/2008 with ROC Bangalore vide registration no. U70102KA2008PTC045883

Thus, the PROMOTER herein has become the absolute owner of the residentially converted land bearing Sy. No. 77/2, measuring 02 Acres 28 Guntas, situated at Nagavara Village, Kasaba Hobli, Bangalore, which is morefully described in the Schedule A

The PROMOTER has subsequently formulated a scheme of development of a luxurious apartment complex on the SCHEDULE 'A' PROPERTY by constructing 3 blocks of residential apartment buildings and Club house, park and play areas and named the project as "**HANGING GARDENS**"

The PROMOTER has applied for plan sanction with BBMP after obtaining clearances from requisite statutory authorities and got the plans sanctioned vide Sanction Plan **No. JDTP/LP/65/2010-11 dated 10/03/2011**. The PROMOTER has commenced construction of apartment complex on the SCHEDULE 'A' PROPERTY as per the plans sanctioned and the ALLOTTEE(s) who is/are interested in purchasing an Apartment in the said residential apartment complex approached the PROMOTER and has / have verified the title deeds, revenue records and other documents relating to the Schedule A property along with the plans, designs and specifications of the residential apartment to his/her/their satisfaction.

Subsequently the ALLOTTEE(S) has made an application for allotment of an Apartment and the PROMOTER has agreed to allot, construct and Convey a Apartment, hereinafter referred to as the **Schedule B Apartment**, details of which are given below;

a.	Apartment Type	
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b.	Apartment No	
c.	Floor	
d.	Block	
e.	Super Built up Area	
f.	Carpet Area as per RERA	
g.	Undivided share of land in the "A" Schedule Property	
h.	Car Park No(s)	

The ALLOTTEE has been allotted apartment as above along with car parking space as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Real Estate (Regulation and Development) Act 2016 ("**Act**") .

The Developer agrees and undertakes that it shall not make any changes to these layouts except in strict compliance with Section 14 of the Act and other laws as applicable

WHEREAS both the Parties decided to capture the terms, conditions, covenants, stipulations and provisions agreed to by them into writing and are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. The PROMOTER shall allot, construct and sell and the ALLOTTEE(S) shall purchase the Schedule "B" Apartment for a valuable consideration of **Rs. _____/-** (In Rupees: Only) exclusive of taxes and other charges mentioned below, as an absolute estate free from all encumbrances, subject to the terms and conditions contained hereunder. The basic sale consideration of the apartment has been arrived & bifurcated in the following manner:-

S. No	Description	Amount (Rs.)
1.	Super Built Area (sq ft)	
2.	Carpet Area (Sft)	
3.	Price Per sft.	
4.	Basic Cost of Apartment	
5.	Towards Land	
6.	Towards Construction	

In addition to the above, the following charges shall be paid by the ALLOTTEE

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7.	Power, DG, STP, Gas charges @ Rs.250/- per Sft	
8.	Contribution for Club house construction	
9.	Exclusive Right to use 1 Car Park	
10.	Corpus to be paid at the time of Registration/Possession whichever is earlier	
	TOTAL PAYABLE (SNO. 5 to 10)	

Note:

- **Rs.250/-** per sft is collected towards External Infrastructure Costs/Deposits for supply of electricity, providing DG set, sewage treatment plant, Reticulated Gas supply system.etc.
- **Rs.5,00,000/-** (Rupees Five lakhs Only) is the ALLOTTEEs contribution towards Club House construction cost and appurtenant amenities.
- Upgrade package consisting of Modular Kitchen/Home Automation/VRV Air conditioning is Mandatory.
- The Total sale consideration above excludes taxes, GST, Levies and all/any other applicable taxes which may be levied,
- ALLOTTEE/s shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the DEVELOPER shall provide to the ALLOTTEE the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;

The Total Sale Consideration, subject to changes in tax rates, is escalation-free, save and except the increase in tax which the ALLOTTEE/s hereby agrees to pay, due to increase on account of development / improvement / betterment charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent Authority from time to time. The DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development / improvement / betterment charges, cost / charges imposed by the competent authorities, the DEVELOPER shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments

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2. The Schedule A Property is charged and secured in favour of M/s. Milestone Real Estate Fund for the loans repayable to it by M/s. Prisha Properties India Private Limited. And all the receivables towards the Schedule B Property should be deposited into A/c No.50200000640521 maintained in HDFC Bank Limited, Koramangala Industrial Layout Branch, Bangalore. All cheques/Demand Drafts/Pay Orders should be drawn in the name of M/s. Prisha Properties India Private Limited A/c No.50200000640521
3. The ALLOTTEE(S) agrees to pay the basic sale consideration along with the payment towards other charges like Car Park/**PDS/Taxes/Clubhouse etc., (Excluding taxes as applicable)** in the following manner

S. No	Description of Installment	Amount (Rs.)*
1.	Booking Amount	
2.	10 % amount on signing AOS (less booking amount)	
3.	30% within 30 days from date of AOS	
4.	10% on Completion of 1st Floor Slab	
5.	10% on 4th Floor Slab	
6.	15 % on 10th Floor Slab	
7.	15 % on Flooring	
8.	10% on Possession	
	TOTAL	

***Installment amount is exclusive of taxes.**

4. The ALLOTTEE(S) has/have paid a sum of **Rs._____/-** (Rupees: only) against the payment schedule given above, in the following manner, the receipt(s) of which is/are hereby acknowledged by the PROMOTER.

Cheque/DD	Date	Bank Details	Amount in Rs.
Total			

- The taxes payable as part of the consideration shall be at the prevailing rate and are calculated at the time of the installment and adjusted accordingly.
5. The ALLOTTEE(s) covenants to make the payments of the amount as per the schedule indicated above by Local Cheque/DD. The
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ALLOTTEE(s) cannot delay, or withhold the payments due on whatsoever ground or reasons. default PROMOTER

6. The DEVELOPER has further informed the ALLOTTEE and the ALLOTTEE is fully aware that the default in payments of the balance amount would result in the DEVELOPER incurring payment of bank interest and delays in the entire Project which would consequently affect other ALLOTTEES and as such ALLOTTEE/s undertakes to pay the instalments on due dates after serving a prior notice about the payment of dues on the aforesaid dates for the remainder Sale Consideration / other sums. However, a remainder by the DEVELOPER for a payment shall not be a waiver of its rights herein or deemed to be an extension of time for payment.
7. The ALLOTTEE shall be solely responsible to deduct taxes at source at the rate of 1 percent on the Total Sale Consideration, as required under section 194IA of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The ALLOTTEE also undertakes to issue a certificate of deduction of tax in Form 16B to the DEVELOPER on or before 5th day of the subsequent month of deduction.
8. If any default by the ALLOTTEE in payment of installments on the due dates continues for a period of 7 days from the due dates mentioned as per Payment Plan and despite having given continuous notices in this regard, the ALLOTTEE has not rectified the breach, it shall be construed as breach of this Agreement by the ALLOTTEE and without prejudice to any other rights of the DEVELOPER, the ALLOTTEE agrees that the DEVELOPER anytime thereafter will be entitled to cancel the allotment of the Apartment booked in favour of the ALLOTTEE and refund the amount paid by the ALLOTTEE by deducting the 10% of the Total Sale Consideration and interest liabilities, brokerage and other costs in relation to the sale of the Apartment and this Agreement shall thereupon stand terminated.
9. During the notice period and for delayed payment the ALLOTTEE shall be liable to pay interest on the outstanding of the Sale Consideration calculated at the rate of prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent. In case of the interest to be paid by the ALLOTTEE as set out in this clause becoming due, the ALLOTTEE agrees that amounts paid by the ALLOTTEE would be first adjusted towards the interest payable by the ALLOTTEE and the balance amount will be adjusted towards the installment due. If there is any shortfall in payment of the installment/s, the ALLOTTEE will be required to pay such shortfall immediately to make up the installment/s which are due and payable. The ALLOTTEE has agreed that acceptance of any delayed installment with interest due thereon shall

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not be considered as the waiver of the right of the DEVELOPER to terminate this Agreement for reasons of any subsequent breach of the ALLOTTEE.

10. Upon termination of this Agreement, the ALLOTTEE/s shall not have any claims over the Schedule B Property. The PROMOTER shall be entitled to deal with Schedule B property as they may deem fit for their benefit without reference to ALLOTTEE/s.
11. The ALLOTTEE shall authorise the DEVELOPER to appropriate or adjust all payments made by him / her under any head of dues against lawful outstanding if any, in the name of ALLOTTEE, at the sole discretion of the DEVELOPER and the ALLOTTEE undertakes not to object/demand /direct the DEVELOPER to adjust the payments in any manner.

12. **LOAN:**

- If the ALLOTTEE is desirous of obtaining a loan to finance the payments of the construction of the said Apartment, the ALLOTTEE shall at his/her/their own cost, expense, apply for such loan (hereinafter called 'the Loan') from a bank, housing finance DEVELOPER, housing finance society or a financial institution (hereinafter called 'the Financier') and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- The ALLOTTEE undertakes to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the DEVELOPER without any delay and in the manner mentioned in this agreement.
- Notwithstanding whether the loan is obtained or not, the ALLOTTEE shall still be liable to pay to the DEVELOPER on the due dates, the relevant instalments and all other sums due under this Agreement and in the event if there is any delay and/or default is made in payment of such amount/s, the ALLOTTEE shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- If the ALLOTTEE fails to obtain the Loan for any reasons whatsoever, the DEVELOPER shall not in any way be liable to the ALLOTTEE/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

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- The ALLOTTEE shall indemnify and keep the DEVELOPER, its directors, its agent, representatives, employees, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the ALLOTTEE/s as mentioned in the Agreement.
- The ALLOTTEE agrees that in case the ALLOTTEE opts for a loan arrangement with any financial institutions / banks, for the purchase of the said Apartment, the conveyance of the said Apartment in favour of the ALLOTTEE shall be executed only upon the Vendor receiving "No Objection Certificate" from such financial institutions/banks from where the DEVELOPER has availed financial assistance for development of the said project.
- If the ALLOTTEE has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the DEVELOPER and hand over the original of this Agreement that may be deposited by the ALLOTTEE or cause the ALLOTTEE to hand over this Agreement against the DEVELOPER paying the amounts to the bank or any financial institution and the DEVELOPER shall be entitled to deal with Schedule B Property in any manner with a third party.

13. **COMPLETION & POSSESSION**

- a) The PROMOTER hereby agrees to handover the Schedule B Apartment on or before _____ subject to receiving the entire sale consideration and all sums and charges payable towards amenities, taxes, charges mentioned above.
- b) The PROMOTER shall be entitled to a grace period of 6 (Six) months from the agreed date for delivery of possession of the Schedule "B" Apartment and the ALLOTTEE(S) shall not question any delay not exceeding Six months and cannot make it a ground to defer payments due as per the schedule of payment

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- c) Time required for obtaining Occupancy Certificate is not included in the above and cannot be construed as delay in completion or possession and ALLOTTEES cannot refuse taking Possession or Registration for want of OC
- d) In case of multiple towers/blocks, the DEVELOPER may obtain provisional OC pending completion of total project.
- e) In case modifications/ additional works to the Schedule B Apartment are requested by the ALLOTTEE, the time fixed for handing over possession shall get extended proportionately to enable the PROMOTER to comply the request of ALLOTTEE(S)
- f) The PROMOTER will be handing over the Apartment blocks in the complex in a phased manner
- g) The PROMOTER shall not be liable for delays on account of non-availability or scarcity of sand, cement, steel and other construction material/s, civil commotion or Force Majeure or by any Act of God or if the delay is as a result of any Rule, regulation, law or notification of the Government or Municipal Authority or any Court or any other Public or Competent Authority prohibiting construction activities or non-payment or delayed payment of installments by a large number of customers and in any of the aforesaid events, the PROMOTER shall be entitled to reasonable extension of time for delivery of possession of the completed Apartments including the Schedule B Property and the monies till then paid by the ALLOTTEE(S) under this Agreement shall not be refunded
- h) PROMOTER will make every effort to obtain electrical connection to the individual apartments within the stipulated time. However no responsibility shall be accepted by the PROMOTER for delays in obtaining such connections, clearances required, from the statutory authorities. The ALLOTTEE(S) shall not be entitled to claim any damage / losses against the PROMOTER on the ground of such delay. In the event of delay in obtaining permanent connections, PROMOTER shall arrange to have temporary connections until the permanent connections are obtained, to enable ALLOTTEE(S) to occupy the Schedule "B" Apartment
- i) The PROMOTER will substantially complete all common amenities / facilities/clubhouse within a period of 18 months from the date of handing over the First Block to the ALLOTTEES and the ALLOTTEE(S) accept(s) the same.

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- j) The ALLOTTEEs shall receive possession of Schedule 'B' Property on or before the dates stipulated by the DEVELOPER in writing, by executing Sale Deed and getting the same registered and in addition executing the necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. It is agreed upon that the applicable stamp duty, registration fee and incidental charges towards registration of the Sale Deed, as notified by the Government from time to time, shall be borne by the ALLOTTEEs
- k) The ALLOTTEE/s shall not withhold the Registration of Sale Deed assigning whatsoever reason. In case the ALLOTTEE/s default/s in registering the Sale Deed beyond the period of 60 days from the date of information sent by the DEVELOPER in writing, the DEVELOPER shall have the right to terminate this agreement after forfeiture of 10% of the Total Sale Consideration. Subsequently, the DEVELOPER shall refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after the sale of said property to new ALLOTTEE/s.
- l) The ALLOTTEE/s shall not undertake by himself before/after delivery of possession of Schedule 'B' Apartment, any work/s relating to additions / deletions / modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of DEVELOPER. The DEVELOPER's decision shall be final and the ALLOTTEE/s shall not interfere or question the design, cost, construction processes etc., implemented by the DEVELOPER.
- m) The ALLOTTEE/s shall be liable to bear and pay to the DEVELOPER the following expenses within 10 days after notice by the DEVELOPER to the effect that the Schedule 'B' Property is ready for use and occupation by the ALLOTTEE/s, irrespective of whether the ALLOTTEE/s takes possession or not:
- ➔ Minimum electricity and water demand charges;
 - ➔ Property taxes in respect of the Schedule 'B' Property and other outgoings and expenses incurred by the DEVELOPER for maintenance of the Schedule 'A' Property;
- n) ALLOTTEEs share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons

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appointed by the DEVELOPER to manage and look after the Common Areas and facilities such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the DEVELOPER or the agency appointed for maintaining all the Common Areas and facilities such as electricity charges, water charges, housekeeping consumables etc.;

14. **DELAY COMPENSATION**

- a. In case of delay in delivery of the apartment beyond the grace period for reasons other than Force Majeure, the DEVELOPER shall pay the ALLOTTEE/s damages at prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent per annum on the amount paid by the ALLOTTEE till date for such delay, after the date of completion and handover of possession as mentioned in Clause No. 13 (a) provided the ALLOTTEE/s has/have paid all the amounts payable as per this Agreement/Demand Notes on time without any delay and within the stipulated period and has not violated any of the terms of this Agreement.
 - b. In case of Transfer/assignment of the Rights of the Schedule B Property to another ALLOTTEE or on Cancellation. The old / new ALLOTTEE will not be eligible for any delay compensation
 - c. The Delay Compensation wherever payable will be paid to ALLOTTEE only at the time of Registration or subsequently
 - d. Delay compensation will stop once "intimation of handing over" is sent to ALLOTTEE. Time taken for Possession or completion of snags given by customers, will not be construed as delay for this purpose
 - e. The delay calculation made by the DEVELOPER as per the agreement shall be final and the ALLOTTEE has no right to interpret or counterclaim the calculation as per his requirements.
1. The Schedule B Property shall be registered in the name of the ALLOTTEE/s or in the name of their immediate family members provided the necessary documents are substantiated by the ALLOTTEE(s) as per the requirements of the PROMOTER

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2. All costs, charges and stamp duty, registration charges, professional /legal charges and expenses in connection with the preparation and execution of sale deed shall be borne by the ALLOTTEE(S) as relating to purchase of the Schedule B Property in terms of this Agreement

KHATHA TRANSFER

15. The ALLOTTEE, upon securing registration of the sale deed, is entitled to secure khatha in his/her/ their name at his/her/ their own cost from the jurisdictional municipal office and PROMOTER agrees to sign necessary consent letters and shall apply for Khata bifurcation on registering 75% of the apartments in the project or respective Building/Tower.

1.

The ALLOTTEE(s) shall bear all expenses related to khatha transfer, property taxes. Electrical meter transfer charges, etc, that may be levied as and when applicable

2. CANCELLATION

Acceptance of cancellation under special circumstances:

- a) The ALLOTTEE covenants and assures the Developer, that he/she shall complete the transaction in all respects and agree not to withdraw from the transaction for any reason(s) or ground(s) including delay etc., as the entire project and the construction of the apartment/s is taken up in view of the COMMITMENT to purchase the apartments by the customers including the ALLOTTEE(S) herein and that cancellation will affect the funding of the project resulting in delays and that interests of other ALLOTTEEs of apartments will be affected
- b) In case the ALLOTTEE intends to cancel due to any extraordinary situation or compelling circumstances or reasons that are not within the control of the ALLOTTEE(S), he/she shall submit a cancellation request in writing to the Developer. The Developer at its sole discretion (depending on the market situation) - on a case to case basis may consider the request for cancellation. On acceptance of the cancellation request, the Developer shall alienate the apartment to a new ALLOTTEE. The ALLOTTEE herein agrees to wait for the refund of money till the new ALLOTTEE pays the full consideration

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- c) Cancellation Charges - Cancellation charges shall be 10% of the total Sale consideration of the apartment which shall be deducted from the amounts returnable to the ALLOTTEE
- d) Time to Refund – The ALLOTTEE herein shall be refunded only after sale of the unit and receipt of monies from new ALLOTTEE. Under no circumstance the Developer will pay the money on its own
- e) Where payment is received in staggered manner from the new ALLOTTEE, the same will be paid in staggered manner mutatis mutandis to the ALLOTTEE herein
- f) Till the sale with the new ALLOTTEE is completed in all respects-, the outgoing ALLOTTEE herein cannot make any demand of whatsoever for refund of the money. However, the ALLOTTEE is free to find a new customer on his own accord in his own interest and complete the transaction at the earliest
- g) The ALLOTTEE hereby accepts that he will adhere to the above procedure and under any circumstances shall not demand refund of advance paid deviating the above procedure
- h) Any claim(s) of the ALLOTTEE, against the Developer/Owner, company or its directors in violation or in contravention of the covenants of this clause shall not be maintainable against the company or its directors or its authorized representatives
- i) **Cancellation by PROMOTER**

The PROMOTER can unilaterally cancel the Agreement

- if the delay in paying any one installment exceeds 90 days or
- if ALLOTTEE repetitively fails to pay the installments on time or
- commits breach in observing and performing any of the terms and conditions of this agreement

However Refund will be made on deduction of 10% of the total Sale consideration and will be paid only on resale of the apartment as per the norms of cancellation mentioned ABOVE.

3. **Transfer / Resale** - If the ALLOTTEE(s) propose(s) to transfer his/her/their rights under this agreement to any Third Party, he/she/they - shall do so with the prior approval of the FIRST PARTY and on payment of Rs.5,00,000/- (Rupees Five Lakhs only) towards transfer fee. All the dues pertaining to the earlier ALLOTTEE shall be

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paid by him in full before the transfer or shall be paid by the subsequent ALLOTTEE.

4. The PROMOTER covenants to the ALLOTTEE(S) that:

- a) the Schedule A Property and the Schedule B Property is not the subject matter of any litigation;
- b) that the PROMOTER shall keep the ALLOTTEE(s) sufficiently indemnified against all encumbrances, damages, attachments occasioned / suffered by the ALLOTTEE(s) on account of any action, omission or commission of the PROMOTER or any person claiming through them in respect of the Schedule B Property
- c) the PROMOTER and all persons claiming through them shall, at the request of the ALLOTTEE(s), do or cause to be done all acts, deeds and things as shall lawfully and reasonably be required for securing possession and enjoyment of the Schedule B Property as absolute owner thereof

CONSTRUCTION

- 16. It is agreed that the DEVELOPER shall not make any additions and alterations in the sanctioned plans, layout plans and specifications, which is more fully detailed in hereunder to this Agreement and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building as the case may be, without the previous written consent of the ALLOTTEE. Provided that the DEVELOPER may make such minor additions or alterations as may be required by the ALLOTTEE, or such minor changes or alterations in accordance with the provisions of the Act. The respective costs shall be borne by the ALLOTTEE(S).
- 17. The DEVELOPER shall confirm the final Carpet Area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the Occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area within the defined limit, then DEVELOPER shall refund the excess money paid by ALLOTTEE within Sixty days from the date of recalculation and confirmation of area along with interest at prevailing Interest rate of State Bank of India Marginal Cost Lending Rate plus two percent per annum from the date when

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such an excess amount was paid by the ALLOTTEE. If there is any increase in the Carpet Area allotted to ALLOTTEE, the DEVELOPER shall demand that from the ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Schedule B property of this Agreement.

18. The ALLOTTEE/s shall not undertake by himself before/after delivery of possession of Schedule 'B' Apartment, any work/s relating to additions / deletions / modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase/ladders, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of DEVELOPER. The DEVELOPER's decision shall be final and the ALLOTTEE/s shall not interfere or question the design, cost, construction processes etc., implemented by the DEVELOPER.
19. All interior related works that the ALLOTTEE/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the ALLOTTEE/s by the DEVELOPER. The ALLOTTEE/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The DEVELOPER does not owe any responsibility for any breakages; damages caused to any of the finishing works or to the structure already handed over to the ALLOTTEE/s/s but originally carried out by the DEVELOPER. The DEVELOPER is not be liable for any thefts during the course of the interior works.

CLUB HOUSE AND COMPLETION

3. Both the parties agree that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule B apartment. The ALLOTTEE/s shall take possession of the Schedule B Apartment on payment of all sums even if Club and above facilities are not complete or non-operational.
4. The DEVELOPER in its discretion can carry out all or any structural changes, changes in elevation and (or) changes in apartments or outside it, which may result in any alteration, addition, deletion or creation of, to or in the apartment, in the larger interests of the project as a whole. The ALLOTTEE(S) agree(s), accepts and submits to the same.

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5. The DEVELOPER has reserved the right to change the layout and the area of the Apartments including the Schedule B Property if warranted and will keep the ALLOTTEE(s) informed about the same. The DEVELOPER shall do so only for very valid reasons and if it is essential and as suggested by Architects/engineers/consultants
6. The ALLOTTEE(S) shall not object for the DEVELOPER to carry on the work of other phases after completion of the Schedule B Apartment

1. **PROMOTER/S RIGHT TO DEVELOP IN PHASES/STAGES:**

- a) PROMOTER has right to alter the Master Plan and basements and increase the total saleable area in the project if permissible as per the respective authority by law and the ALLOTTEE hereby explicitly agrees for the same and undertake not to raise any objection
- b) The PROMOTER shall have the right to put up additional buildings/blocks/units of construction/ floors/ and sky-bridges, connecting the terraces between units/ blocks, foot-over bridge from building to building, etc., subject to sanctions by the concerned Plan sanctioning authorities, where additional FAR/TDR is available on the "Schedule A Property" or by Acquisition of development rights (TDR).
- c) The PROMOTER/s shall reserve the exclusive and absolute right, power and authority to develop the remaining portions of the Schedule-A Property in various stages/phases from time to time and retain portions thereof for any purpose and exploit the same now or later and deal with the same in the manner they deem it fit in which none of the ALLOTTEE/s would have any right or objection to the same or concern therein.
- d) The ALLOTTEE/s shall have no right at any time whatsoever, to object, obstruct or hinder the progress of the construction of the building/s and other developments or any part thereof in phased manner on the Schedule-A Property and/or in the balance portions on the Schedule –A Property
- e) The ALLOTTEE/s hereby acknowledge the ALLOTTEEs of the other phases/blocks in the balance portions of the land and their access to all facilities and amenities in the Schedule –A Property

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- f) The PROMOTER/s as aforesaid will develop other buildings in balance portions of the Schedule-A Property and the PROMOTER reserve their easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s on the Schedule-A Property or themselves. The PROMOTER further reserves the right to change the traffic movement in a befitting way, using temporary roads/pathways, without compromising the needs of the current users.

PROMOTER/S' RIGHT TO DEVELOP ADJOINING PROPERTIES: It is further agreed and confirmed by the ALLOTTEE/s, that the PROMOTER/s shall be free to develop neighbouring and nearby properties and entitled to introduce commercial usage (school/ retail/ offices/hotel/serviced apartments) if the increased site extents allow the same as per revised Sanction plan and integrate the development of the neighboring properties with the Schedule-A Property and ALLOTTEE/s or Occupants of such development can use and enjoy all or any of the roads, pathways, passages, and common facilities, amenities etc., in the Schedule-A Property

20. DEFECT LIABILITY PERIOD –

- a. It is agreed that in case of defect in RCC structural members only, is brought to the notice of the DEVELOPER within a period of 5 (five) years by the ALLOTTEE from the date of handing over of possession, it shall be the duty of the DEVELOPER to rectify such defects without further charge, within 30 (thirty) days of notice, and in the event of DEVELOPER's failure to rectify such defects within such time, the aggrieved ALLOTTEEs shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, the DEVELOPER shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage by the ALLOTTEE.
- b. In case of repairs for equipment's/ appliances /fixtures/fittings, the ALLOTTEE shall contact the Manufacturer within the warranty period.

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c. In some cases, the repair work may lead to some patches or cosmetic damage to the walls. The ALLOTTEE(S) shall accept any cosmetic damage that may be caused in the process of the repair work

1. The PROMOTER shall apply for water supply connection to the competent authorities BWSSB/ Local body etc. Till the connection is given by the statutory authorities, Water supply for the apartments will be from the bore wells within the apartment complex. The PROMOTER does not guarantee any particular yield and in case of any shortfall, the ALLOTTEE(S) shall depend on external water supply

21. In the event water supply being provided by BWSSB or any other corporation, municipal or other governmental authority the ALLOTTEE (S) shall contribute additionally towards the proportionate charges, deposits, line costs, infrastructure costs, incidental expenses and any other charges as levied by the concerned authority in addition to internal infrastructure cost (from apartment to the external line)).

1. Once the sale deed is registered and possession of the Schedule B Property is taken by the ALLOTTEE(S), it is categorically presumed that the same is completed in all respects, to his/her satisfaction and that the Apartment adheres to the specifications promised / mentioned by the PROMOTER

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

7. The ALLOTTEE is entering this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the ALLOTTEE hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/ her own cost. The ALLOTTEE shall obtain permission in writing from the DEVELOPER to visit the Schedule 'B' Property at the time of construction and follow all the safety standards and procedures required under law.

2. FORMATION OF ASSOCIATION/SOCIETY

- a) **Steps for formation of co-operative society-** The PROMOTER shall submit an application to the competent Registrar for registration of the organisation of persons who take the apartments

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as an Association /Co-operative society and the PROMOTER/its nominees shall join, in respect of the apartments which have not been taken, in such application for membership of an Association/co-operative society

- b) The ALLOTTEE(S) shall become and remain a member of the Association /Society that may be formed consisting of all the Apartment Owners in the Building/s
- c) The PROMOTER on registration of the Association as stated hereinabove shall within 24 months from date of completion, hand over charge of the "Management of the common areas and facilities of the complex" including the club house. Maintenance operations, security etc. The association shall take over accounts / finance of the corpus fund and properly manage the affairs of the same, provide all facilities to owners / occupants and apportion the proportionate share of maintenance cost and outgoings.
- d) The PROMOTER shall handover the facility/ equipment's like DG, STP, Lifts, Motors etc to the registered body only in 'as is where is' condition. These equipment's are subject to normal wear and tear and may require regular repairs
- e) In case any major repairs are required to these equipment's, DEVELOPER may at request of Association get them done and deduct the expenses from CORPUS to be transferred to assn. Under any circumstances DEVELOPER will not pay or bear any charges, expenses related to any equipment and any wear and tear in the systems.
- f) The ALLOTTEE has no objection whatsoever to the PROMOTER handing over the common areas and the facilities, corpus fund for maintenance to the society
- g) The ALLOTTEE shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the ASSOCIATION
- h) The ALLOTTEE shall not default in the payment of any maintenance charges, taxes, levies or charges to be shared with the other apartment owners

3. **CORPUS and Transfer of CORPUS**

The maintenance corpus paid by the ALLOTTEE(s) will be transferred to the Registered Association/Society at time of handing over of

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management of the complex after deducting any expenses on common areas that are not covered in day today maintenance/ AMC s etc.

4. **INTERIM MAINTENANCE**

It is agreed by both the parties that in the interests of the project and to ensure smooth maintenance for the initial two years, the **PROMOTER** or his nominee is entitled to maintain the common areas, amenities for a period of two (2) years. The PROMOTER will appoint a third party maintenance agency to maintain and manage the common areas and facilities of the complex along with security services under its supervision and guidance. The PROMOTER shall initially organize these services on payment of a fixed price for a period of at least Two Years from the date of handing over possession of the first apartment, as it may not be feasible and practical to immediately transfer the maintenance responsibility to the ALLOTTEE(S) till the elected association of the residents is formed. This is to help set up a suitable maintenance management system that can easily be supervised by the elected representatives of residents once the management is transferred by the PROMOTER

The Maintenance supervisory service provided by the DEVELOPER is a complimentary service and the ALLOTTEE has to take up any defects in service directly with the service agency and cannot blame the DEVELOPER for any inadequate or defective services

8. The ALLOTTEE(S) has agreed to pay either to the **PROMOTER** or to the maintenance management company nominated by the **PROMOTER** the following charges at the time of possession or registration (whichever is earlier) (**These Charges are subject to finalization**)

S.No.	Maintenance Related Charges	Amount (Rs.)
1	Corpus Fund @ Rs.100/- per sft	
2	Maintenance charges FOR first one year@ Rs.3.00 per sft per month	
3	Club House subscription Fee Rs.1200/- per month for the first 12 months of Clubhouse being operational	
	Total maintenance related payable at the time of Possession/ Registration	

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- a) In case the PROMOTER/the PROMOTER appointed agency, continue to maintain the complex after the said period, the ALLOTTEE agrees to pay the monthly Maintenance charges at an enhanced rate as fixed by the PROMOTER. AMC charges, Repairs, replacements etc will be charged additionally on annual basis
- b) The ALLOTTEE(S) cannot refuse to pay the maintenance charges for any reasons. If the ALLOTTEE(S) fail/s to pay the maintenance charges, services and amenities may be disconnected without any notice and the ALLOTTEE(S) agree to the same

Maintenance charges shall become payable from the day, the particular building is declared habitable by the PROMOTER (irrespective of individual registration / possession), with the basic amenities of Power and Sanitary infrastructure in usable condition.

- 5. **BRANDING RIGHTS**- The name of the residential complex that will be constructed on the Schedule A Property shall be known as "HANGING GARDENS" which shall not be changed / altered. In the event that the blocks in the building are named by the PROMOTER the same shall not be changed / altered even after the "Association" is formed

The PROMOTER has rights to install appropriate name boards/ signage of the Project and also the PROMOTER name at appropriate places in the Complex (both exterior and interior). The PROMOTER has the right to keep changing the same throughout the life of the project

6. **SURVIVAL OF AGREEMENT**

All such terms and conditions, clauses of this agreement of sale, in so far as they are not repugnant or covered, or inconsistent to the terms of a registered sale deed or deed of conveyance, executed in future by the PROMOTER in favour of ALLOTTEE(S) shall subsist, valid and remain in force between the parties

9. **BINDING EFFECT**

Forwarding this Agreement to the ALLOTTEE by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the ALLOTTEE until, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the

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ALLOTTEE. If the ALLOTTEE(s) fails to execute and deliver to the DEVELOPER this Agreement within thirty days from the date of its receipt by the ALLOTTEE, then the DEVELOPER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within thirty days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and the DEVELOPER is entitled to forfeit the booking amount paid by the ALLOTTEE.

RIGHT TO AMEND

10. This Agreement may only be amended by the DEVELOPER on change of regulations or as required by law.

7. **Assignment-** The Owner/ PROMOTER is at liberty and reserves the right to - assign or transfer all or any of its rights, benefits or obligations under this Agreement (without affecting the final deliverables to the ALLOTTEE under this agreement) and the other Transaction Documents without the approval of the ALLOTTEE and the ALLOTTEE or his nominees shall not raise any objections of whatsoever nature in this regard

8. DISPUTE RESOLUTION

a) In the event of a dispute or difference relating to any of the matters set out in this Agreement, the Parties to the dispute shall each appoint one nominee/representative who shall discuss in good faith to resolve the difference by finding an amicable solution

b) In case the differences are not settled within 30 days by way of mutual negotiations, the same shall be referred to arbitration of a sole arbitrator appointed by the PROMOTER and the arbitration proceeding shall be in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding on both parties. The venue of Arbitration shall be Bangalore only

SEVERABILITY

11. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the

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case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

12. The ALLOTTEE assures the PROMOTER that he/she shall not defame the PROMOTER or the project in any manner and in the event of any dispute with the PROMOTER; he/she shall follow the dispute resolution mechanism provided in the above Para. Defaming PROMOTER or the project in any manner affecting its Brand Reputation , can lead to cancellation of the agreement unilaterally by the PROMOTER as mentioned above and DEVELOPER has all rights in this regard to discontinue transaction with ALLOTTEE and refund money at any stage of the transaction.

9. The ALLOTTEE(S) shall observe and abide by all the Bye-laws, of the association , rules and regulations prescribed by various enactments of the State Government, Corporation of the City of Bangalore, or any other Authority, in regard to ownership or enjoyment of such apartments

10. The Civil Courts at Bangalore shall exercise relevant jurisdiction over any dispute pertaining to this agreement. The parties hereto agree that neither party shall seek any injunctive relief, which affects the progress of the construction of apartment building

11. Save and except what are hereinbefore provided the rights and obligations of the PARTIES herein shall be governed by the Law in force. Any reference made to the parties herein in singular, plural or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

13. **NOTICES**

That all notices whether in physical form or by way of electronic mail, to be served on the ALLOTTEE and the DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the DEVELOPER by Registered Post at their respective addresses specified below:

To the ALLOTTEE/s

1. **Ms.**

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Authorized Signatory

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2. **Mrs.**

Communication address:

To the DEVELOPER

.....
.....

It shall be the duty of the ALLOTTEE and the DEVELOPER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the DEVELOPER or the ALLOTTEE, as the case may be.

JOINT ALLOTTEES

That in case there are Joint ALLOTTEES all communications shall be sent by the DEVELOPER to the ALLOTTEE 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 ALLOTTEES.

SCHEDULE "A" PROPERTY

ALL THAT PIECE AND PARCEL OF THE residentially converted land bearing **Sy. No. 77/2** measuring **2 Acres 28 Guntas**, situated at Nagavara Village, Kasaba Hobli Bangalore Taluk and bounded as follows:

East By	:	Road
West By	:	Land in Sy.No. 76
North By	:	Land in Sy.No. 77/1
South By	:	Land in Sy.No. 77/3

SCHEDULE "B" PROPERTY (APARTMENT)

Residential Apartment described below in the Apartment complex known as **"HANGING GARDENS"** together with common area, common facilities,

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common open space, common stair case, common water and sanitation, separate electricity, easement rights and appurtenances thereto.

Unit No.	
Floor	
Block / Tower	
Super Built up Area	
Capet Area as per RERA	
Undivided Share of land in Schedule A property	
Car Park No(s)	

Bounded by:

East by	
West by	
North by	
South by	

IN WITNESS WHEREOF, the PARTIES hereto have signed and executed this AGREEMENT TO SALE, the day, month and year first above written in the presence of the following witnesses:

PROMOTER
(Prisha Properties India Pvt Ltd)

For Prisha Properties India Pvt Ltd

Authorized Signatory

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ALLOTTEE(S)

WITNESSES:

1)

2)

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ANNEXURE-I

SPECIFICATIONS

- Structure - Earthquake resistant RCC framed structure with necessary foundations, beams and slabs with controlled concrete as per relevant IS codes
- Masonry Wall : Light weight solid block wall
- Plastering
Internal & Ceiling : Gypsum plastering External : Plastering with cement mortar

Wall Finish & Ceiling

External : Emulsion paint for wall surface

Internal : Emulsion paint (Low VOC) and artistic wall in living.

Ceiling : False ceiling for the entire flat

Domestic help : Oil bound distemper

Flooring

Living & dining : Marble flooring

Bedrooms : Good quality vitrified tiles

Master Bedroom : Laminated wooden flooring

Kitchen : Good quality vitrified tiles

Toilets : Antiskid/nonslip ceramic tile flooring and ceramic tile dado upto false ceiling

Balconies : Antiskid ceramic tiles

Kitchen

Counter : Kitchen cabinet as per package selected (at extra cost)

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Dado : ceramic tiles dado up to 2'0" above the counter.

Sink : Branded sink

Sink Faucet : Branded fittings for hot and cold water

All Toilets

Sanitaryware : Coreon / ceramic glass wash basin
Wall hung WC, concealed cistern with decorative push Button

Shower Partition : Good quality shower panel with toughened glass partition in Master bedroom (MBR) and others only tough-end partitions. Good quality mirrors

Dadoing ceramic tile dado up to false ceiling

Fixture & Fittings : Branded CP fittings.

Doors & windows

Main Door Frame : Teak wood frame finished with melamine polish

Main Door Shutter : Good quality pre Engineered doors

Internal Doors : Good quality Pre Engineered doors

Windows : Drawing/Living - Extra large window in UPVC frames
Other Windows-UPVC sliding windows with mosquito proof shutters

UPVC French window / UPVC French door

Ventilator : Aluminum ventilator/s.

Electrical

- FR grade electrical wires & ELCB
- Modular electrical switches .
- BESCOM power supply.
- 100% backup power for every apartment with additional backup for adequate lighting in common areas, lifts, pumps and other services.

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UPGRADE PACKAGES: (at additional cost)

Package 1: VRV Air-conditioning/home automation (Basic Package)

Package 2 : VRV Air-conditioning, home automation, modular kitchen.

Package 3: VRV Air-conditioning, home automation, modular kitchen,
Wardrobes for Bedrooms

Note -- VRV System- Air Conditioning in living room, drawing, bedrooms.

SMART LIVING FEATURES :

Inside Apartment :

- Fiber to Home technology for voice & data and multi DTH TV facility,
- IP enabled cameras in Drawing/Living for Personal area video monitoring
- Mood Lighting in Living/ Dining/ Master Bedroom
- Sensor Lighting for Drawing/ Kitchen/ Master Bedroom/ Bathrooms
- Curtain Controllers (2 units)
- Access Control to Main door
- Gas leak Detector & Heat Detector in kitchen
- Branded Tab (1 unit)
- Intercom System & video door phone.

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Outside Apartment :

- WiFi Campus
- Strategically planned sensor lighting in basement, corridors and Lift
- Boom Barrier / tags for vehicles at entry point
- Compound wall all around the project

Others :

- Solar hot water supply for all the flats Piped gas system to the kitchen with meter.
- Water and sewage treatment plant
- Rainwater re-use and harvesting pits
- Common car wash point in basement

Amenities

- Entry plaza with portal frame
- Vehicle drop-off plaza
- Well-laid roads with good landscaped footpaths
- Jogging track and Acupressure walk away
- Children's play area / kids play area
- Seating abutting blocks
- Water plaza (shallow water mass)
- Leisure pavilion
- walk way
- Party Lawns
- Grand / old folks area
- Rock climbing wall

CLUB HOUSE**Facilities:**

- Kids Club
- Aerobic Center/ Yoga / Meditation Hall
- Gym Area
- Party hall
- Coffee shop
- Pool view lounge

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Indoor Games:

- Table Tennis
 - Pool Tables
 - Squash Court
-

Outdoor Games:

- Kids Play Area
 - Open air Shuttle Court
-

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Authorized Signatory

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ANNEXURE - II

DISCLAIMERS

- a. It shall be the endeavor of the company, in right earnest, to provide the facilities and amenities mentioned above.. However, the company reserves the right to carry out any changes
 - in the material used due to reasons of non-availability of certain material or availability of better materials or as suggested by architect/ consultant
 - in the matter of provision of the facilities and amenities due to practical constraints or suggestion of the Architects/ consultants. In any event, the PROMOTER shall ensure that any addition or deletion, substitution or amendment in the items mentioned above, the ALLOTTEE shall not stand to lose.
- b. Elevations and view are conceptual. The ALLOTTEE(S) shall not insist on any particular Elevation/s and view based on any brochure, catalogue, advertisement or publicity material.
- c. Many of the visuals will be purchased from third party image DEVELOPERS/ marketing agencies and are more of indicate nature only.
- d. Italian/Imported Marble is generally prone to cracks which will be filled with required filling materials
- e. Occupancy certificate – PROMOTER will apply for OC if needed or as per the market practice.
- f. Clubhouse facilities, amenities --DEVELOPER may choose to add / delete any of the facility/amenity or make any modification that may be required for betterment of the project based on Architects/interior designers recommendation.

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ANNEXURE - III
OBLIGATION OF THE ALLOTTEE(S)

The parties herein agree that this agreement is subject to the following obligations on the part of the ALLOTTEE(S), which applies to every Apartment owner and the said obligations shall be set forth in every document whereby an Apartment on the 'Schedule A Property' or any interest therein is vested:

- a) The Apartment Owner/s shall use the Apartment as a private residence only and the car parking space for parking light vehicle only. Under any circumstances commercial activities like offices or service apartments are not permissible
- b) The ALLOTTEE(S) shall not seek partition or division and separate possession of their share of undivided land.
- c) The ALLOTTEE shall not Put up any construction in Garden / Terrace / Parking Areas or alter the use thereof.
- d) The ALLOTTEE shall Not use the Apartment in a manner, which would cause nuisance to other Apartment owners or for illegal purposes or in a manner which would diminish the value of the utility in the property or any construction, made thereon.
- e) The ALLOTTEE shall not store in the said Apartment any goods, objects or materials which are of hazardous, combustible or of dangerous nature,
- f) The ALLOTTEE shall Not use the common passage and common staircase, either for storage or for use by servants at any time or hang their household clothes, linen and other personal effects on the balcony's, veranda's or above the parapet wall.
- g) The ALLOTTEE/s has agreed that within the Schedule 'A' property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse swimming pool, all other facilities, internal road, water tanks, supply networks and reservoirs, sewer networks and sewerage treatment plan, storm water drainage, electric poles, etc., will always remain the property of the DEVELOPER until entire development in Schedule 'A' Property is completed eventually and handed over to the Owners' Association. However, the ALLOTTEE/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the ALLOTTEE/s regularly and promptly paying their proportionate share of

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the outgoing taxes, costs, charges, expenses and all other amounts as may be demanded by the DEVELOPER.

- h) The ALLOTTEE undertakes to pay all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc. Further, the ALLOTTEE understands that he shall be obligated to pay proportional share of expenditure incurred for the maintenance of the Common Areas.
- i) The ALLOTTEE shall be liable to pay interest as set out in clause 9 of this Agreement in case of any delay of payment towards any amount or charges to be paid as set out in clause 3 of this Agreement.
- j) The ALLOTTEE shall be liable to take physical possession of the Apartment within a period of Two months of the intimation letter from the DEVELOPER that the flat is ready to occupy.

The ALLOTTEE/s covenants with the DEVELOPER as follows: -

- To maintain the Schedule A Property at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Schedule **B** Property is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof.
- The ALLOTTEE further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The ALLOTTEEs shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- To carry at his/her/their own cost, all internal repairs to the Schedule B Property and to maintain the Schedule A Property in good condition and shall not do or suffer to be done anything in or to the Project or the said Apartment which may be against the rules and regulations and bye-law of the concerned Authority/ authorities. In the event of the ALLOTTEE/s

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committing any act in contravention of the above provision, the ALLOTTEE/s shall be responsible and liable for the consequences thereof to the concerned Authority and/or to the DEVELOPER.

- Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the Schedule A Property and the building in which the Schedule B Property is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said Project and/or the Schedule B Property.
- Not to throw crackers, dirt, rags, garbage or other refuse or permit the same to be thrown from the Schedule B Property in the compound or any portion of the said Schedule A Property and the building in which the said Apartment is situated.
- Not to install any additional tanks in the Apartments
- To pay within 15 days of demand by the DEVELOPER his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local Authority or Government and/or others for any reason/s whatsoever including for providing water, drainage, electricity or any other service/connection/facility to the building in which the Schedule B Property is situated.

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ANNEXURE-IV

RIGHTS OF THE ALLOTTEE(S)

- a) The right to own and use the Apartment for residential purposes only.
- b) The right and liberty to all persons authorized or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorized to the similar right) at all times and for all purposes, to use common staircases, passages and common areas in the Apartment/s for ingress and egress and use in common except for the allotted Terrace Areas / Garden Areas / Car Parking Areas.
- c) The right to free uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, which are now or may at any time hereafter be, in, under or passing through the Apartment/or any part thereof in the "Schedule A Property".
- d) Right to lay cables or wires for radio, television, telephone and such other installations, in any part of the Apartment/s, however recognizing and reciprocating such rights of the other Apartment Owners / ALLOTTEES of other Apartments without damaging the other Apartments or common areas on the 'Schedule A' property'.
- e) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the Apartment/s.
- f) The right to the use of common open area left around the Apartment/s on the "Schedule A Property" (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the Apartment/s.
- g) Exclusive use of portion of garden / terrace area allotted / purchased by the ALLOTTEE herein. The exclusive right of use of terrace areas/garden areas on the Terrace Floor and Ground floors shall vest in the Apartment Owners to whom it has been allotted. The right to use the private garden in the Ground Floor shall exclusively vest with the ALLOTTEES of Ground floor apartments
- h) The exclusive right of use of car parking space shall vest in the Apartment Owners who have purchased them. Such right of use shall not vest in the Apartment Owner any title to the land earmarked as Car Parking Space.

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