AGREEMENT OF SALE					
THIS AGREEMENT FOR SALE executed on, Two Thousand and Seventeen. (2017)					
BETWEEN:					
Mr.G.SRINIVASA, son of late Saval Dodda Govindappa, aged about 53 years, residing					
at Attibele Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District. represented					
by their GPA Holder, M/S.PNR BUILDERS AND DEVELOPERS, represented by its					
Managing Partner Mr.G.RAMBABU					
(hereinafter referred as the " VENDORS " which expression shall, whenever the context so requires or admits, mean and include, include, his/her/their heirs, executors, administrators and assignees)					
M/S.PNR BUILDERS AND DEVELOERS, having its registered Office at No.751,					
Ground Floor, 60th Cross, 5th Block, Near Bashyam Circle, Rajajinagar, BANGALORE-					
560 010, represented by its Managing Partner Mr.G.RAMBABU					
(hereinafter referred as the " DEVELOPERS " which expression shall, whenever the context so requires or admits, mean and include, its partners from time to time, successors and assigners)					
AND:					

1. Mr. ____

administrators and assignees)

(Here in after referred to as the "PURCHASER/S" which expression shall, whenever the context so requires or admit, mean and include, his/her/their heirs, executors,

WITNESSETH AS FOLLOWS:

WHEREAS, the property bearing 182/2 measuring 1 acre 3 guntas of Indlabele Village, Athibele Hobli, Anekal Taluk, Bangalore Urban District was originally belongs to Thimmarayappa. On the instead death of said Thimmarayappa his son Maddurappa Survivor of Thimmarayappa's property. Later the above said Maddurappa and his wife Madduramma also died, leaving behind their children namely 1.Katappa @ Kalappa 2.Venkataswamy 3.Muniyallappa 4.Rajappa and they are the sole surviving legal heirs to succeed to his entire estates.

AND WHEREAS, The said Katappa @ Kalappa, Venkataswamy, Muniyallappa Rajappa has partitioned the property bearing 182/2 measuring 1 acre 3 guntas of Indlabele Village and other joint family properties, wherein the property bearing Sy.No.182.2 measuring 30 guntas of Indlabele Village was fallen to the share of Venkataswamy and remaining portion of the property measurign13 guntas was fallen to the share of Rajappa, under a Panchayath Parikath or Partition Deed on 30.03.1985.

AND WHEREAS, the said Rajappa sold the property measuring 1.1 guntas out of his share 13 guntas in Sy.No.182/2 in favour of Mallaram, under a Sale Deed dated 26.12.1997 as document No.3515/1998-99 in Book I, in the Office of the Sub-Registrar, Anekal. The said Mallaram has sold the said property in favour of B.G.Anjinappa under a Sale Deed dated 23.09.2005 as document No.ANK-1-08679/2005-06 in Book I and stored in CD No.ANKD79, in the Office of the Sub-Registrar, Anekal.

AND WHEEWAS, On the instead death of the said Rajappa the Katha of the remaining portion of the said land measuring 11.15 guntas in Sy.No.182/2 mutated in the name of his wife K.Jayalakshmi as evidenced by MR.No.154/2004-05. Subsequently, the said K.Jayalakshmi along with her children VIZ., Chethan, Suman and Sowmya have sold the property measuring 11.15 guntas in Sy.No.182/2 in favour of Hemalatha under a Sale Deed dated 12.01.2006 as document No.ANK-1-13125/2005-06 in Book I and stored in CD No.ANKD91, in the Office of the Sub-Registrar, Anekal.

AND WHEREAS, the said Hemalatha and Anjinappa have sold the property bearing Sy.No.182/2, measuring 11.5 guntas and 1.1 guntas, in all measuring 13 guntas in

favour of G.Shrinivas under a Sale Deed dated 10.08.2006, as document No.ANK-1-16807/2006-07 in Book I and stored in CD No.ANKD150, in the Office of the Sub-Registrar, Anekal.

AND WHEREAS, the said Venkataswamy has gifted the property measuring 30 guntas in Sy.No.182/2 in favour of his children viz Shrikanth and Jagadeesh under a Gift Deed dated 27.06.2002, as document No.2057/2002-03 in Book I and stored in CD No.07, in the Office of the Sub-Registrar, Anekal.

AND WHEREAS, the first son of the said Shrikanth filed the Suit for Partition in O.S.No.226/2005 against his younger brother Jagadeesh before the Prl.Civil Judge (Jr.Dn) and JMFC, Anekal sought for Partition and separate allotment of Plaintiffs ½ share in the suit schedule property. After that they have filed the Joint compromise petition on 18.06.2005. The said Hon'ble court have passed the Final Decree dated 27.06.2005 stating that suit schedule property has been allotted to the share of Plaintiff Srikanth.

AND WHEREAS, the family members of the aforesaid Venkataswamy VIZ., 1.Shrikanth 2. Mangala 3. Suguna 4.Kavitha 5.Bhuvana 6.Jagadeesha AND Vijayalakshmi @ Indhu have sold the property measuring 30 guntas in Sy.No.182/2 in favour of J.Shrinivas under a Sale Deed dated 21.07.2005, as document No.ANK-1-05671/2006-07 in Book I and stored in CD No.ANKD70, in the Office of the Sub-Registrar, Anekal.

AND WHEREAS, the said G.Srinivasa obtained permission for converting the land bearing Sy.No.182/2, measuring 1 acre 3 guntas from agricultural to non-agricultural residential purpose vide Official Memorandum bearing No.ALN (A) (A) SR 81/2012-13 dated 20.07.2012, issued by the Special Deputy Commissioner, Bangalore District, Bangalore. which is more fully described in the Schedule hereto and hereinafter referred to as the **SCHEDULE "A" PROPERTY** herein

AND WHEREAS, with the intention of developing the schedule "A' property by constructing residential apartments, the said G.Srinivasa has executed a Joint Development Agreement in respect of the schedule "A" property herein, dated 22.10.2012 registered as Document No.ABL-1-04428/2012-13 in Book I and stored in

CD No.ABLD125, in the Office of the Sub-Registrar, Attibele, Anekal Taluk with M/s.PNR Builders and Developers, represented by its Managing Partner viz., Arun Kumar.N, It is agreed in the Joint Development Agreement, that, the Developer has to construct a residential apartments and out of that 35% of the undivided share in the schedule "A" property along with 35% of super built up area, car parking and terrace area shall be the share of the Owners and the remaining 65% of undivided share in the schedule "A" property along with 65% of super built up area, car parking and terrace area shall be the share of the Developers.

AND WHEREAS, on 22.10.2012, the said G.Srinivasa, the Vendor herein, have executed a registered General Power of Attorney registered as Document No.ABL-4-00152/2012-13 in Book IV and stored in CD No.ABLD125, in the Office of the Sub-Registrar, Attibele, Anekal Taluk with M/s.PNR Builders and Developers, represented by its Managing Partner viz., Arun Kumar.N, the Developers herein, interalia authorizing him to sell 65% of the super built up area in the residential apartment complex to be constructed on the schedule "A" property along with proportionate open/covered car parking area and terrace area

AND WHEREAS, the Anekal Planning Authority has issued a License and Building Plan bearing CC/30/2013-14 dated 15.05.2013 for the constitution of the Residential Apartment Building consisting Basement, Stilt, Ground and Three Upper Floors on the Schedule Property

AND WHEREAS, the firm M/s.PNR Builders and Developers was originally constituted under a deed of partnership dated 01/04/2010 and subsequently Re-constituted on 27/04/2010 and 10/10/2012.

AND WHEREAS, the said Arun Kumar.N, SheetalArunKumar, Shilpa Mahendra kumar, Usha Rao, Hanumantha Rao.R, Venkateswara Rao.M and Rambabu have entered in a Re-Constitution of Partnership Deed dated 03.08.2017 in the name and style of "M/s.PNR Builders and Developers", the above said existing partners Arun Kumar.N,Sheetal Arun Kumar,Shilpa Mahendra kumar,Usha Rao,Hanumantha Rao have retired the above said partnership viz., "M/s.PNR Builders and Developers" and the said Venkateswara Rao.M and Rambabu are incoming partners of the "M/s.PNR Builders and Developers" and Subsequently the Memorandum Acknowledgement Receipt of documents, vide a Form No. "D" on 11.08.2017, issued by the Registrar of Firms, Rajajinagar Bangalore. Thus, now "M/s.PNR Builders and Developers", represented by Partners viz., Venkateswara Rao.M and Rambabu.

AND WHEREAS, as per the said scheme formulated, persons desirous of owning apartment/s in the Building, could purchase undivided share in the Schedule `A' Property from the Vendor, duly nominated by the Confirming Party herein and get constructed an apartment corresponding to the said undivided share through M/s.PNR Builders and Developers, the Confirming Party herein.,

AND WHEREAS, the Purchaser/s herein having been interested to possess an Apartment/Flat for his residential purpose inspected the documents of title relating to Schedule "A" Property as well as sanctioned plan, specifications and all other corroborative documents relating to the project and after being satisfied about title of the owner over the Schedule "A" Property, the project and quality of construction already executed on the Schedule "A" Property agreed to purchase the Flat No __ with super built up area _____ sq.ft, more fully described in the Schedule "B" Property as its member along with _____ sq.ft of undivided share of the Schedule "A" Property morefully described in Schedule 'C' hereto and hereinafter referred to as Schedule 'B' and "C" properties for a total consideration of Rs. _____/- (Rupees _____Only). subject to the terms and conditions herein contained.

AND WHEREAS, having regards to the number of Apartments/Flats under construction, it is agreed, that, the Purchaser/s herein to be the purchaser of undivided share in the Schedule "A" Property corresponding to the aforesaid Apartment/Flat to be purchased by the Purchaser/s.

AND WHEREAS, the Purchaser/s requested the Vendors/Developers to grant some installments for enabling him/her/them to pay the entire sale price and the Vendors/Developers after considering the same favorably, agreed to grant installments as detailed hereafter to the Purchaser/s to pay the entire sale consideration.

XVIII. AND WHEREAS, under the aforesaid Development Agreement the Schedule `B' and `C' Properties are part of the areas allocated to the share of the Developers and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to the Developers.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

obligations respectively accruing to and undertaken by the parties hereto, and Vendor/Developer hereby agrees to sell and the Purchaser hereby agree to purchase:
a) A Bedroom Flat bearing No in the Floor, Block Main of the
Apartment/ Building known as "PNR PRIDE" with Car Park in basement which
construction is going on in full swing on the Schedule "A" Property morefully
described in Schedule "B" and "C" hereto for a consideration of Rs/- (Rupees
Only).
b) The Schedule "B" and Schedule "C" hereinafter referred to as the schedule property
to be conveyed for a total sale consideration of Rs/- (RupeesOnly).
which includes the basic cost of construction, car parking space charges of
Rs/- and Electricity (KPTCL/BESCOM) deposit, amenities, Generators
facilities, Service Tax and Sales Tax charges of Rs/- and Stamp Duty and
Registration charges shall be borne by Purchaser/s.
2. The Purchaser/s has paid an advance amount of Rs/- (Rupees
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this
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Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs/- RupeesOnly) from the Purchaser/s. 4. The balance of the sale consideration for the Schedule "B" and "C" Properties shall
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs/- RupeesOnly) from the Purchaser/s. 4. The balance of the sale consideration for the Schedule "B" and "C" Properties shall be paid by the Purchaser/s to the Vendor/Developer in the following installments as granted to him / her / them as per his / her / their request. Since, the dates of
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs/- RupeesOnly) from the Purchaser/s. 4. The balance of the sale consideration for the Schedule "B" and "C" Properties shall be paid by the Purchaser/s to the Vendor/Developer in the following installments as granted to him / her / them as per his / her / their request. Since, the dates of payments are probable, there may be a little variation regarding the dates of payment. However, the Purchaser/s shall be intimated through letter of demand before fifteen
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs
Only) by way of Cash to the Vendor/Developer pursuant to the execution of this agreement and the Vendor/Developer hereby acknowledge the receipt of aforesaid advance amount of Rs/- RupeesOnly) from the Purchaser/s. 4. The balance of the sale consideration for the Schedule "B" and "C" Properties shall be paid by the Purchaser/s to the Vendor/Developer in the following installments as granted to him / her / them as per his / her / their request. Since, the dates of payments are probable, there may be a little variation regarding the dates of payment. However, the Purchaser/s shall be intimated through letter of demand before fifteen days from the exact date of payment of each installment.

In the event of any default or delay in payment of the balance amount, the Vendor/Developer at their option shall be entitled:

- (a) To charge interest on the defaulted installments at the rate of 2% per month from the date of default to-date of payment: or
- (b) To rescind their agreement / contract by giving 15 days prior notice and adjust a sum equivalent to 25% of the total cost of the Schedule "B" & "C" Properties towards liquidated damages from out of the moneys paid by the Purchaser/s and allot the Schedule Property to any other person on such terms and Conditions as they deem fit. The balance money, if any, due to the Purchaser shall be paid / refunded within 30 days from the date of disposal of the Flat to others.
- 5. The sale of the undivided share shall be to enable the Purchaser/s to Own/Purchase the concerned Flat described in the <u>Schedule "B" hereto</u> under the Scheme formulated by the Vendors and the Purchaser/s shall not seek partition or division or separate possession in respect of the <u>Schedule "C" Property</u> or any portion of the <u>Schedule "A" Property</u> under any circumstances. It is agreed and confirmed by the Purchaser/s that the <u>Schedule "A" property</u> on which the Building is available will be held by all the Flat Owners as "CO-OWNERS", each having an undivided share therein as per terms and conditions of the Deed of conveyance to be executed and all passages, lobbies, staircase, lift, water pipes, sewer lines & also the other areas be used in common by all the Flat Owners will belong to and vest with the Flat Owners in order to use by all of them jointly and in common. None of Flat Owners shall make any obstruction or store or keep any article in any common area.
- 6. The Vendors shall deliver to the Purchaser/s <u>Schedule "B" Flat</u> in the Building in <u>Schedule "A" Property</u> after receipt of all payments due to them from the Second Party. The Building under construction shall be completed in accordance with the specification contained in <u>Schedule "F"</u> below. The Vendors agree to deliver the <u>"B" Schedule Flat</u> within end of the December 2017.
- 7. The Building including <u>Schedule "B" Flat</u> under construction by the Vendors have the Plans, designs sanctioned by the concerned authority vide No. CC/30/2013-14 dated 15.05.2013.
- 8. The date stipulated for delivery of the <u>Schedule "B" Flat</u> is subject for variation on account of Force Majeure or acts of God or Government and other reasons which are

beyond control of the Vendors. Though ever effort will be made to obtain Occupation Certificate, Electrical, Sanitary and water connections relating to the <u>Schedule "B" Flat</u> within the stipulated period no responsibility will be accepted by the Vendors for delay in obtaining such connections, clearances, certificates and approvals from the Statutory Authorities. The Purchaser/s shall not be entitled to claim any damages / losses from the Vendors under any circumstances on the ground of such delay, since delay shall never be caused at the end of the Vendors.

- 9. In the event of any Civil or Structural defects being noticed within a period of 12 months from the date of issue of intimation to the Purchaser/s for taking possession of the Schedule "B" Flat, the same shall be attended to by the Vendors. After expiry of period of 12 months as stipulated herein above, the Purchaser/s shall have no claims against the Vendors in respect of any alleged defect in work the said Building/Flat under any circumstances:
- 10 The Purchaser/s shall also observe and abide by all the Bye-Laws, Rules and Regulations prescribed by the Government, statutory body or any other Authority, in regard to Ownership or enjoyment of such Flat and pay all taxes, rates and cesses in regard to the <u>Schedule "B" Flat.</u>
- 11. The Purchaser/s shall be entitled to the rights enumerated in the <u>Schedule "D"</u> hereto and shall have the obligations enumerated in the <u>Schedule "E"</u> hereto in regards to the <u>Schedule "B" Flat</u> to be purchased from the Vendors and the enjoyment of the grounds, common areas and other matters connected with the said Schedule "B" Flat.
- 12. The Purchaser/s shall not put up any hoardings, name Plates, graffiti etc., in places. other than the area if demarcated and allotted by the Vendors or the Association of Apartment *I* Flat owners.
- 13. The Vendors shall have the exclusive rights over the Garden Area attached to the Ground Floor Apartment and they shall have also exclusive rights to the Terrace Area or any part thereof and the Vendors shall be entitled to sell such terrace area to the purchasers of the Duplex only in the building or utilise the same for additional

construction. The balance terrace area remaining after the above will be proportionate share by the residents.

- 14. All letters, receipts or notices issued dispatched by the Vendors under Registered Post or under certificate of posting or courier in the address of the Purchaser/s given in this Agreement will be sufficient proof of service thereof on the *purchasers* and shall effectually discharge the Vendors from the obligations to issue any further notice/intimation.
- 15. It is agreed between the Vendors and the Purchaser/s that the conveyance shall be executed with regard to the undivided share in land and concerned Flat and as this is the first sale of Flat & its undivided share in the scheme of Building *I* Apartment the Stamp Duty as applicable under the Kamataka Stamp Act, and its amendments from time to time shall be paid by the Purchaser/s.

THE VENDORS COVENANT WITH THE PURCHASER AS FOLLOWS:

- a) That the sale of the <u>schedule "B" & "C" properties</u> in favour of the Purchaser/s shall be free from attachments, encumbrances, court of acquisition proceedings or charges of any kind:
- b) That the Vendors are the absolute owners of the <u>Schedule "A" Property</u> and that its title thereto is good, marketable and subsisting and they have the power of convey the same.
- c) That the Vendors agree to do and execute or cause to be executed by them all acts, deeds and things, as may be required by the Purchaser/s, for morefully and perfectly assuring the title of the Purchaser/s to the <u>Schedule "B" & "C" Properties</u> to be conveyed.
- d) That the Vendors will not convey to any person, any interest in the <u>Schedule "A"</u> <u>Property</u> and the Building, without incorporating the covenants and stipulations as are agreed to and undertaken between the Vendors and the Purchaser/s as per this Agreement.

- e) That the Vendors will pay all taxes, rates and cesses in respect of the <u>Schedule "A" Property</u> up to the date of sale or upto the completion of the Apartment/Flat described in the <u>Schedule "B' hereto</u>, whichever date is earlier.
- f) That the Vendors have this day delivered a set of photo copies of the Documents of title with regard to the <u>Schedule "A" Property</u> and what is agreed to be conveyed is a smaller undivided portion of the larger property. The Original Documents shall be delivered by the Vendors to the Association of Apartment/Flat Owners when formed for the benefit of all the Co-Owners of the Apartment Building as per Kamataka Apartment Ownership Act, 1972 and Rules, 1975.

THE PURCHASER COVENANT WITH THE VENDORS AS FOLLOWS:

- a) That the Purchaser/s shall not be entitled to claim conveyance of his/her/their undivided share in the Schedule "A" Property until the Purchaser/s fulfils and performs all his/her/their obligations and clear all payments under this Agreement.
- b) That the Purchaser/s will bear the cost of Stamp Duty and registration charges and legal expenses and miscellaneous expenses for conveying the Schedule Property in his / her / their favour.
- c) That the Purchaser/s have inspected the documents of title relating to the <u>Schedule "A" Property</u> belonging to the First Party and have entered into this Agreement after being satisfied about the title of the First Party to the <u>Schedule "A" Property</u> and the scheme formulated by the First Party.
- d) That the Purchaser/s shall not be entitled to transfer *I* assign the rights under this Agreement in favour of anyone else except with the prior written consent of the First Party and subject to payment of a transfer fee as may be imposed.
- e) That the Purchaser/s will not hinder or obstruct the use and occupation of the exclusive Garden Area and Terrance Area allotted to the other Apartment Co-Owners: under any circumstances:

f) The Purchaser/s shall have not right to terminate this agreement in any family ground without assigning any valid ground thereof to the satisfaction of the Vendors failing which the First Party will take the course of clause No.4(b) of this Agreement.

CONSEQUENCES OF BREACH:

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this contract and also recover all costs, expenses and losses incurred by the aggrieved party as a consequence of such breach from the party' committing breach but the jurisdiction of the same shall be within the City of Bangalore.

NAME OF THE APARTMENT I BUILDING

The name of the Apartment/Building and Schedule" A " land will be **"PNR PRIDE"** and the same shall not be changed *I* altered *I* modified in any circumstances.

SCHEDULE "A" PROPERTY

All that piece and parcel of the residentially converted land bearing Sy.No.182/2, measuring 1 acre 03 guntas (converted vide Official Memorandum bearing No. ALN (A)(A):SR:81/2012-13, dated 20.07.2012) situated at Indlabele Village, Atthible Hobli, Anekal Taluk, Bangalore, and bounded on:

East :by: Land in Sy.No.26

West: by: Land in Sy.No.182/1

North: by: Road formed in land bearing Sy.No.185 to access the main road.

South: by: Land in Sy.No.182/3.

SCHEDULE "B" PROPERTY

_____ Sq. ft of undivided share, right, title and interest in the Schedule "A" Property.

SCHEDULE "C" PROPERTY

A bedrooms apartment bearing No, on the Floor of the Building known
as "PNR PRIDE" constructed in the Schedule `A' Property, having a super built-up
area of Square Feet (which is inclusive of the floors, ceiling and walls between
the apartments and proportionate share in common areas and a share in the club
house area) together with one covered car parking space in the basement

SCHEDULE - "D" RIGHTS OF THE PURCHASER

The Purchaser/s shall have the following rights in respect of the Schedule Property and the Building thereon:

- 1) The Purchaser/s and all persons authorised by the Purchaser/s (in common with all other persons entitled, pennitted or authorised to a similar right) shall have the right at all times, and for all purposes, to use the staircase, lift, passages and common areas (Terrace right as per the para 14 and Car Parking Spaces in Basement):
- 2) The right: to subjacent, lateral, vertical and horizontal <support for the <u>Schedule</u> "B" Flat from the other parts of the Building.
- 3) The right to free and uninterrupted passage of water, gas, electricity, sequence etc., from and to the <u>Schedule "B" Flat</u> through the pipes, wires, sewer lines, drain and water courses and cables which are or may at any time hereafter be, in, under or passing through the <u>Building</u> or any part thereof through the <u>Schedule "A" Property.</u>
- 4) The rights to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, however, recognising and reciprocating such rights of the other Flat Holders:
- 5) The right of entry and passage for himself and his / her / their 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" Flat 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 Flat Owners and making good of any damage caused:

SCHEDULE - "E" OBLIGATIONS OF THE PURCHASER

The Purchaser/s hereby agrees, confirms and undertakes the following obligations towards the Vendors and other Flat Owners:

1) The Purchaser/s shall not at any time, carry on or suffer to be carried on in the property hereby agreed to be sold and conveyed or any part thereof or in the Flat and for Building any noisy, offensive or dangerous trade or pursuit or which may be or

become in any way a nuisance, annoyance or danger to the Vendors or the other Flat Owners or occupiers of the other Flats or the neighbours which may tend to depreciate the value of the said Building or any part thereof:

- 2) The Purchaser/s shall use the Schedule "B" Flat only for residential purposes.
- 3) The Purchaser/s shall give to the Owners of the other Flats, the necessary vertical, horizontal and lateral support for their Flats and reciprocate and recognise the rights of the other Flat Owners in the Building as are enumerated in the <u>Schedule "D"</u> above.
- 4) The Purchaser/s shall become and remain a member of Apartment / Flat Owners Association (hereinafter referred to as the "ASSOCIATION" to be formed by and consisting of all the Apartment / Flat Owners in the Building strictly as per provisions laid down under the Kamataka Apartment Ownership Act 1972 & Rule 1975 for the purpose (in which the Vendors have no role) of attending to the matters of common interest, including repairs, maintenance, white washing, painting etc., in respect of the Building and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser/s will execute the Deed of Declaration to be submitted under the Kamatka Apartment Ownership Act, 1972 & Rues, 1975. The Purchaser/s will observe and perform the terms and conditions, Bye-laws and the Rules and Regulations prescribed by such Association.
- 5) The Purchaser/s will use all sewers, drains and water lines now in or upon or hereafter be created and installed in the Building in common with the other Apartment / Flat Owners and to permit free passage of water, sanitary, electricallines, through and along the same or any of them and to share with the other Flat Owners, the cost of repairing and maintaining all such sewers, drains and water lines and also the cost of maintaining and repairing of all common amenities such as common roads, staircases etc,. and to use the same as aforesaid and / or in accordance with the Rules, Regulations, Bye-Laws and teems of the Association to be formed by or among the Apartment / Flat Owners in the Building without assistance of Vendors.
- 6) The Purchaser/s shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges.; cost of maintenance and management of the Building, charges for maintenance of services like water,

sanitations, electricity etc., salaries of the employees of the Association and other expenses in regard the Building as may be determined by the Vendors or by the Managing Committee of the Association from time to time. The liability for such share shall commence from the date when the Apartment / Flat is ready for occupation, irrespective of whether the Purchaser/s take/s possession thereof or not. If the Association does not come into existence the Purchaser/s shall pay such share of taxes / expenses etc., to the Vendors, as per their demand.

- 7) The Purchaser/s shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, and not to throw rubbish / refuse out of the Apartment / Flat.
- 8) The Purchaser/s shall keep the Building and his / her Flat walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the parts of the Building, other than the Flats of the member and to carry out any internal works or repairs as may be required by the Managing Committee of the Association.
- 9) The Purchaser/s shall not make any additions or alternations or cause damage to any portion of the Building or the <u>Schedule "B" Flat. and not change the outside</u> colour scheme, outside elevation / facade / decor of the Building, otherwise than in a manner agreed to by the majority of the Flat Owners / Association.
- 10) The Purchaser/s shall not alter or subscribe to the alteration of the name of the Building, which shall be known as "**PNR PRIDE**".
- 11) The Purchaser/s shall not park any vehicles in any part / place of the Schedule "A" Property, except in the parking area specifically allotted and earmarked for the Purchaser/s.

SCHEDULE - "F"

- 1. R.C.C. Structure & Concrete Blocks for walls.
- 2. Doors Main Door Teak wood frame with flush type shutter teak veneered polished, bedroom doors flush type, Bathrooms and Balcony Doors pannelled and painted.

- 3. Aluminum Windows with M.S.Grills painted.
- 4. Flooring Entrance Lobby with Living, Dinning & Bed Rooms vetrified Tiles.
- 5. Latest style toilets with glazed / ceramic tiles upto 7 feet height.
- 6. High Polished black granite platform and stainless steel sink in kitchen with Glazed Tile dado with 2 feet above work top.
- 7. Interiors with pleasing colour oil bound distemper and out side with Sandex Mat finish.
- 8. Concealed electrical copper wiring in PVC conduits with necessary points and safety electrical systems.
- 9. Lift with a carrying capacity of 6 persons.
- 10. Telephone & T.V.Points.
- 11. Stand by generator for lift, common lights & pump.
- 12. Water supply supplemented by Bore/Open well to ensure continuous supply.
- 13. Sanitary Fixtures by Jaquar / equivalent make.

IN	WITNESS	WHEREOF	the	VENDORS	and	PURCHASER/S	have	executed	this
AG	REEMENT	on	at E	BANGALORE	in th	ne presence of th	e WITN	IESSES.	

WITNESSES:	
1.	
	Mr.G.Srinivasa, represented by their GPA Holder, M/S NARASIMHA ENTERPRISES AND M/S.PNR Builders and Developers, represented by its Partners viz.,Venkateswara Rao.M and G.Rambabu. VENDORS/CONFIRMING PARTYS
2.	
	M/S NARASIMHA ENTERPRISES AND M/s.PNR Builders and Developers, represented by its Partners viz., Venkateswara Rao.M and G.Rambabu. DEVELOPERS
	PURCHASER/S