

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("AGREEMENT") IS ENTERED INTO ON THIS THE ____ DAY OF _____ 201__ AT BENGALURU BY AND BETWEEN

I. **M/S.EXPERT REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 1956, having its registered office at No.901, 9th Floor, Pride Hulkul, No. 116, Lalbagh Road, Bangalore - 560027, represented by its Director **Mr.B.R.Ravindra** (duly authorised in this behalf), hereinafter referred to as the "**LAND OWNER/VENDOR**", which term wherever the context permits shall mean and include its successors in title and assigns **OF THE FIRST PART;**

AND

II. **M/S.PRIDE HOUSING**, a partnership firm incorporated under the Partnership Act, 1932, having its office at 901, 9th Floor, Pride Hulkul, No. 116, Lalbagh Road, Bangalore - 560027, represented by its Partner **Mr. Murarilal Saraogi** (duly authorized in this behalf), hereinafter referred to as the "**DEVELOPER/PROMOTER**", which term wherever the context permits or requires, shall mean and include the aforesaid partnership firm as constituted this day and as may be reconstituted from time to time, its successors and assigns **OF THE SECOND PART;**

AND

III. **MR.** _____ (PAN: _____) aged about _____ years, Son of Mr. _____, residing at: _____, hereinafter referred to as the **PURCHASER/ALLOTTEE**, which term, wherever the context permits, shall mean and include his/her/their heirs, successors, assigns, legal representatives, executors and administrators **OF THE THIRD PART**

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

WITNESSES AS FOLLOWS:

WHEREAS, immovable properties being agricultural land bearing various survey numbers situated at Bukkasagara Village, Jigani Hobli, Anekal Taluk, Bangalore District was acquired by the partners of M/s. UNITED INVESTMENTS, a Registered Partnership firm and thereafter, the aforesaid lands were duly converted from agricultural to non-agricultural residential uses and purposes and subsequently contributed by the aforesaid Partners to the firm as their capital contribution to M/s. UNITED INVESTMENTS and by virtue of the aforesaid capital contribution from the said partners, M/s. UNITED INVESTMENTS became the sole and absolute owner of the converted lands measuring 191 Acres 25 Guntas, comprised in various Survey Numbers situated at Bukkasagara & Kallubalu Villages, Jigani Hobli, Anekal Taluk, Bangalore District.

FOR M/s. EXPERT REALTORS PVT. LTD.,

FOR M/s. PRIDE HOUSING

DIRECTOR

PARTNER

MR/MRS. _____

WHEREAS the aforesaid partnership firm M/s. UNITED INVESTMENTS was converted into a Private Limited Company under the Provisions of Part IX of the Companies Act 1956 under the name and style of EXPERT REALTORS PRIVATE LIMITED, the Owner herein.

WHEREAS, the **PRIDE ORCHADES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 601, Orbit Plaza, New Prabhadevi Road, Prabhadevi, Mumbai - 400025, (hereinafter referred to as the 'POPL') is a well known promoter and Developer of residential/commercial building complexes, townships, in the field of property development in and around Bangalore;

WHEREAS, the Owner herein due to financial restraints and lack of technical expertise had approached the POPL to carry out further development of the s aforementioned lands measuring 191 Acres 25 Guntas by formation of a residential layout consisting of various sites of different dimensions on the same and entered into Development Agreement dated 07.04.2004, registered Document No.ANK-1-02116/2004-05, stored in CD No.ANKD19, Book-1, before the Sub-Register (Anekal) and subsequently the Owner and POPL have reduced the area offered for Development to 102 Acres 13 Guntas under a Registered Supplementary Agreement dated 17.08.2006 Document No. ANK-1-30108/2006-07, stored in CD No.ANKD184, Book-1, before the Sub-Register (Anekal) dated 03.01.2007.

WHEREAS, after a detailed inspection and study the POPL had prepared a SCHEME OF DEVELOPMENT for the said 102 Acres 13 Guntas of Land, which envisaged the formation of residential layout consisting of various sites of different dimensions on the same after obtaining the necessary permissions/sanctions from the various statutory authorities/Government agencies for the same;

WHEREAS, thereafter, the OWNER herein obtained a plan sanction bearing No.BMRDA/APA/LAO/49/2003-04 dated: 15/09/2009 issued by the Member Secretary, Anekal Planning Authority, Anekal for the formation of a residential layout on the aforesaid property comprising of 969 residential sites of different dimensions on the same and subsequently the layout has been completed in all respects and there were some unsold sites remaining with the OWNER and POPL.

WHEREAS, Subsequently POPL has relinquished all its rights in the aforesaid unsold sites in favour of the OWNER herein, under an Agreement dated: 31.03.2017 and pursuant thereto, the OWNER herein has become the absolute owner of the said unsold sites. The Property now under development forms a part of the said sites.

WHEREAS, the OWNER herein, being desirous of developing the site s bearing Nos. 6, 6A to 6S) being a part of the unsold sites which together form one composite and compact block of land totally measuring an extent of **59122.77 Sq. Ft.**, by constructing a Residential Apartment building thereon applied for Amalgamation of the aforesaid sites and pursuant to the same, the Joint Director cum Member Secretary, Town and

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Country Planning, Anekal Planning Authority issued a letter dated: 30/12/2017 amalgamating the aforesaid sites, which is more particularly described in the Schedule 'A' hereunder and hereinafter referred to as the "Schedule 'A' Property";

Whereas, the aforesaid **EXPERT REALTORS PRIVATE LIMITED**, the LAND OWNER/VENDOR herein entered into a Revenue Sharing Agreement dated:20/03/2018 with **PRIDE HOUSING**, the DEVELOPER/PROMOTER herein, under the terms of which, **PRIDE HOUSING** has been authorized to develop the Schedule A Property by constructing a residential apartment complex comprising of residential apartments of different dimensions thereon with common areas, amenities and facilities attached thereto, hereinafter referred to as the "Project";

Whereas, Pride Housing, the Developer/Promoter herein, prepared a design and plan for the development and construction of a Residential Apartment complex on the Schedule A Property comprising of residential apartments of different dimensions comprising of Stilt, Ground and Three (3)upper floors, having a total number of 128 apartments with common amenities, facilities and infrastructure attached thereto on the Schedule A Property, hereinafter referred to as the 'Project',

Whereas, thereafter, the LAND OWNER/VENDOR herein has duly applied for a Building Sanction Plan to the Anekal Planning Authority and has obtained a plan sanction bearing No. APA/CC/191/2017-18 dated 10.08.2018 issued by Anekal Planning Authority ("Sanction Plan") for the construction of a residential apartment complex on the Schedule A Property comprising of residential apartments of different dimensions comprising of Stilt, Ground and 3 (Three) Upper Floors and totally containing 128 Residential Apartments with common areas, amenities, facilities and infrastructure attached thereto on the Schedule A Property, and also NOCs and other clearances and sanctions required for the project;

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

Whereas, as on date, the Developer/Promoter herein, after obtaining the Plan Sanction cum Commencement Certificate for the Project dated. 10.08.2018 vide its No. APA/CC/191/2017-18, issued by the Anekal Planning Authority has commenced the construction of the project known as "**PRIDE SUNRISE**" on the Schedule 'A' Property after obtaining the requisite permissions and sanctions from the various statutory authorities, government agencies and departments; and

Whereas, the authenticated copies of the plans of the Residential Building as proposed by the Developer/Promoter and according to which the construction of the residential buildings and Development of Common areas are proposed to be provided for on the

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said Schedule 'A' Property in a manner have been Annexed hereto and marked as **Annexure -I,**

WHEREAS, the Developer/Promoter has registered the said Project before the Real Estate Regulatory Authority vide its registration No. _____, allotted to the project vide the order of the Real Estate Regulatory Authority dated _____.

Whereas, the PURCHASER/ALLOTTEE herein after duly carrying out an inspection and verification of the documents of title in the hands of the LAND OWNER/VENDOR to the Schedule A Property and other permissions and sanctions obtained for the construction of "PRIDE SUNRISE" on the Schedule A Property and fully satisfying himself / herself / themselves / itself about the clear and marketable title in the hands of the LAND OWNER/VENDOR and the satisfactory compliance of all sanctions and permissions for construction by the DEVELOPER /PROMOTER and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Karnataka Real Estate (Regulation and Development) Rules 2017 and after also understanding and agreeing to the representations made by the LAND OWNER/VENDOR and DEVELOPER/PROMOTER as mentioned in this Agreement, approached the LAND OWNER/VENDOR & DEVELOPER/PROMOTER expressing interest in purchasing a **Residential Apartment** bearing No. _____ situated on the _____ Floor of Block ... being constructed as per the plan enclosed as an annexure to this Agreement, of residential complex known as "**PRIDE SUNRISE**" having a carpet area of _____sq.mts (.....Sq.Fts) along with the exclusive right to use and enjoy the internal balconies area of _____ sq.mts (.....Sq.Fts) lying appurtenant to the said residential apartment (subject to variation of +/- 2%) and the exclusive right to use and enjoy one covered car parking spaces in the stilt floor of the Residential Building exclusively allotted for the sole use and enjoyment of the PURCHASER/ALLOTTEE which is more particularly described in Schedule 'B' hereunder and hereinafter referred to as "Schedule B Residential Apartment" as one composite immovable property, together with the right and obligations at Schedule C and subject however to the restrictions on the rights as mentioned below at Schedule D of this Agreement for a total basic sale price and consideration of **Rs._____/- (Rupees _____ Only),** exclusive of all deposits, incidental expenses, taxes and other levies if any payable to the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER on certain terms and conditions;

Whereas, the Purchaser/Allottee has requested to the Developer/Promoter to allot one covered car parking situated at Stilt Floor of residential building being constructed on the Schedule 'A' Property free of consideration;

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

Whereas, the Developer/Promoter has expressly and clearly made the fact known to the Purchaser/s/Allottee/s herein, that the ultimate Association of Allottees shall be entitled and authorized to change/alter/revise the arrangement for the open/covered

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car parking spaces and the decision taken by such Association of Allottees shall be binding upon the other Allottees/Purchasers.

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

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

NOW IT IS MUTUALLY AGREED AS UNDER

1. The LAND OWNER/VENDOR along with the DEVELOPER/PROMOTER herein jointly and severally agree to convey and sell to and in favour of the PURCHASER/S/ALLOTTEE/S or his/her nominees, the Schedule B Residential Apartment which consists of a carpet area of _____ sq.mts (.....Sq.Fts) along with the exclusive right to use and enjoy the internal balconies area of _____ sq.mts (.....Sq.Fts) lying appurtenant to the said residential apartment and the exclusive right to use and enjoy one covered car parking spaces in the stilt floor of the Residential Building exclusively allotted for the sole use and enjoyment of the PURCHASER/S/ALLOTTEE/S as one composite immovable property along with the right to own the proportionate undivided share, right title and interest in the common areas including the land comprised in the Schedule A Property to be sold to the Association of Purchasers/Allottees, post its formation in which the PURCHASER/S/ALLOTTEE/S shall be a member as mandated by RERA, for a basic sale price and consideration of Rs._____/ - (Rupees _____only) subject to rights & obligations of the PURCHASER/S/ALLOTTEE/S as detailed in Schedule C hereunder and restrictions on the rights of the PURCHASER/S/ALLOTTEE/S as detailed in Schedule D hereunder which shall be payable by the PURCHASER/S/ALLOTTEE/S to the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER in the following manner:-

a)	10% of the basic Sale Price and Consideration Rs._____/ - (Rupees _____ Only) is paid by the Purchaser/s/Allottee/s on signing this Agreement to Sell, out of which Rs._____ / - is paid vide Cheque bearing No. _____ dated:_____ drawn on _____, in favour of the Pride Sunrise RERA Escrow Account, the receipt of which the LAND OWNER/VENDOR and DEVELOPER/PROMOTER do hereby acknowledge.	Rs. _____/-
b)	10% of the Basic Sale Price and Consideration payable within 10 days from the date of this	Rs. _____/-

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c)	10 % of the Basic Sale Price and Consideration payable on completion of Stilt Floor Slab	Rs. _____/-
d)	10 % of the Basic Sale Price and Consideration payable on completion of Ground Floor Slab	Rs. _____/-
e)	10 % of the Basic Sale Price and Consideration payable on completion of First Floor Slab	Rs. _____/-
f)	10 % of the Basic Sale Price and Consideration payable on completion of Second Floor Slab	Rs. _____/
g)	10 % of the Basic Sale Price and Consideration payable on completion of Third Floor Slab	Rs. _____/
h)	10 % of the Basic Sale Price and Consideration payable on completion of Block work & Plastering Work	Rs. _____/
i)	10 % of the Basic Sale Price and Consideration payable on completion of Flooring work and Doors Work	Rs. _____/
j)	10 % of the Basic Sale Price and Consideration shall be payable on intimation of project completion or at the time of due execution and registration of the Sale Deed or handing over of possession of the Schedule B Residential Apartment, whichever is earlier	Rs. _____/-
TOTAL BASIC SALE PRICE AND CONSIDERATION		Rs. _____/-

2. All the above payments along with GST and any other taxes as and when applicable at the rates in force in respect of the sale consideration for the purchase of the Schedule B Residential Apartment by the PURCHASER/S/ALLOTTEE/S shall be remitted after deduction of tax at source as per the provisions of the Income Tax Act 1961 and the TDS certificate in respect of the same shall be duly submitted to the DEVELOPER/PROMOTER.

3. The Developer/Promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement to Sell in respect of the Schedule B Residential Apartment in favour of the Purchaser/s/Allottee/s, and register the said Agreement to Sell under the provisions of the Registration Act 1908. In view of the above, this agreement shall be duly registered and the Purchaser/s/Allottee/s shall co operate in this regard.

4. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Purchaser/s/Allottee/s any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the Schedule B Residential Apartment is agreed to be sold to the Purchaser/s/Allottee/s and this Agreement shall remain in force and

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shall not merge into any other agreement save and except the conveyance deed as stated herein.

5. The final measurement of the Schedule B Residential Apartment will be that certified by the Architect for the project after the completion of construction of the said Schedule B Residential Apartment. In case the variation in measurement is more than the permissible limit of +/-2%, then, in that event, the Basic sale price and consideration as agreed to between the parties for the Schedule B Residential Apartment will be proportionately increased or decreased as the case may be.

6. It is expressly clarified that the basic sale price and consideration as mentioned above shall include the price of Rs. _____ (Rupees _____ only) for the sale of the proportionate undivided share, right title and interest in the common areas including the land comprised in the Schedule A Property to be sold to the Association of Allottees, post its formation in which the Purchaser/s/ Allottee/s shall be a member as mandated by RERA.

7. That as per the development scheme, the undivided share, right, title and interest in Schedule 'A' Property, for the Schedule 'B' Property, works out to ____ % of the Schedule 'A' Property equivalent to ____ Sq. Ft. and the same will be conveyed to the Association of Allottees as and when formed as mandated under RERA.

8. It is expressly clarified that the area agreed to be sold means the "carpet area" of the Schedule B Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Schedule B Residential Apartment for the exclusive use of the Purchaser/s/ Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Schedule B Residential Apartment for exclusive use of the Purchaser/s/ Allottee/s, but includes the area covered by the internal partition walls of the Schedule B Residential Apartment.

9. The Purchaser/s/ Allottee/s has independently made himself/herself/themselves aware about the specifications provided by the Developer/Promoter and has/have agreed about the quality standards of products/fittings and fixtures in the said project and he/she/they is/are aware of the limitations, usage policies, warranties & Guarantees and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure-II**.

10. Since, in terms of the said Revenue Sharing Agreement dated: 20.03.2018, it has been agreed that the Developer/ Promoter alone will be carrying the sales of the entire salable area in the form of residential apartments to prospective Purchaser/s/ Allottee/s, the PURCHASER/S/ ALLOTTEE/S herein shall make all the payment of the consideration reserved in clause (1) above by Cheque/Demand Draft drawn in favour of PRIDE SUNRISE RERA ESCROW ACCOUNT. However, as regards payments to be incurred towards taxes, other levies, utility charges, amenities charges, charges towards power & Sewage Treatment Plant (STP), captive power, RMU cables, transformer charges and the maintenance charges for the maintenance of the

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common areas, amenities and facilities in “PRIDE SUNRISE”, the PURCHASER/S/ALLOTTEE/S shall make payments towards the same in favour of the DEVELOPER/PROMOTER only.

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

12. In the event of any default in payment of two consecutive installments by the PURCHASER/S/ALLOTTEE/S, the DEVELOPER/PROMOTER, shall be entitled to send a notice by Registered Post or by Courier giving 21 days time to make payment and if the Purchaser/s/Allottee/s still fails to make the payment after the notice period, the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER or both of them, shall have the sole right to cancel this Agreement unilaterally and sell the Schedule B Residential Apartment hereby agreed to be conveyed, to any other person or persons on such terms and conditions as they deem fit after deducting a sum of Rs.200,000/- (Rupees Two Lakhs only) as damages along with the Interest due on the delayed period till the date of termination of this Agreement to Sell. The balance money, if any, due to the PURCHASER/S/ALLOTTEE/S shall be paid within Two (2) weeks from the receipt of funds from the resale of the Apartment from any new Purchaser/s/Allottee/s. However, it is expressly clarified that Stamp Duty, Registration Fees and the incidental charges paid on registering this Agreement, GST or any other taxes collected from the Purchaser/s/Allottee/s and remitted to the State/Central Government by the LAND OWNER/VENDOR and DEVELOPER/PROMOTER shall not be refunded to the PURCHASER/ALLOTTEE until the LAND OWNER/VENDOR and DEVELOPER/PROMOTER gets refund of the same from the appropriate authority.

13. The Developer/Promoter and Land Owner /Vendor on cancellation of this Agreement, shall be fully entitled to deal with and dispose of the Schedule B Residential Apartment in such manner as the Developer/Promoter and Land Owner/Vendor deems fit and proper without recourse or reference to the Purchaser/s/Allottee/s.

14. The basic sale price and consideration as mentioned above excludes Taxes by way of GST and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the Schedule B Residential Apartment. However, all such taxes/cess/fees etc and also any other taxes, fees, etc levied by the concerned authorities at any point of

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time after this Agreement shall be payable by the Purchaser/s/Allottee/s and it shall be the responsibility of the Purchaser/s/Allottee/s to pay the same within the time stipulated in the demand letter served by the Developer/Promoter.

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

16. The DEVELOPER/PROMOTER duly agrees and covenants with the PURCHASER/S/ALLOTTEE/S that they shall complete the construction of the residential apartment complex on the Schedule A Property on or before 31.12.2020, subject to force majeure conditions like earthquake, riots, famine, floods, war, any other acts of god or the happening of any events or enactments beyond the control of the DEVELOPER/PROMOTER. The time for completion as stated above shall not include the time for obtaining permanent power, and in the event of delay on this account, the PURCHASER/S/ALLOTTEE/S shall not be entitled to claim any damages/ losses etc. in any manner whatsoever against the LAND OWNER/VENDOR and DEVELOPER/PROMOTER in this regard. However, the Developer/Promoter shall duly provide for temporary power connections to the project till permanent connections are secured and the Purchaser/s/Allottee/s agrees to bear the charges applicable for temporary power connection for their individual units

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

18. **The LAND OWNER/VENDOR does hereby covenant with the PURCHASER/S/ALLOTTEE/S as follows:-**

- a) That the LAND OWNER/VENDOR is the sole and absolute owner in possession of the Schedule A Property and the LAND OWNER/VENDOR has absolute, clear and marketable title to the Schedule A Property and is legally competent to enter into this Agreement with the PURCHASER/S/ALLOTTEE/S.
- b) That the Schedule A Property is free from all types of encumbrances, charges, liens and lispendens of any kind and the Schedule A Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever

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nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.

- c) That the LAND OWNER/VENDOR, have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule B Residential apartment.
- d) That the LAND OWNER/VENDOR has paid all Panchayat taxes in respect of the Schedule A Property up to 31st March 2019 and will continue to pay the same till the completion of the project and thereafter the Panchayat Taxes for individual apartment shall be paid by the Purchaser/s/ Allottee/s from the date of dispatch of the intimation from the Developer/Promoter, that the Apartment is ready for taking possession of the said Schedule B Residential Apartment or from the date of execution of Sale deed, whichever is earlier.
- e) That the LAND OWNER/VENDOR, will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule B Residential Apartment in favour of the PURCHASER/S/ALLOTTEE/S on the due execution and registration of a deed of absolute sale and conveyance in favour of the PURCHASER/S/ALLOTTEE/S or his/her nominees.
- f) That the LAND OWNER/VENDOR shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the PURCHASER/S/ALLOTTEE/S in respect of the Schedule B Residential Apartment before the execution of a deed of absolute sale and conveyance in his/her/their favour.

19. The LAND OWNER/VENDOR and the DEVELOPER/PROMOTER shall duly hand over the physical and vacant possession of the Schedule B Residential Apartment in favour of the PURCHASER/S/ALLOTTEE/S and/or his/her nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the PURCHASER/S/ALLOTTEE/S and/or his/her nominees but only after receiving all the amounts due and payable under this agreement from the Purchaser/s/ Allottee/s and/or his/her nominees including any other charges as agreed by the Purchaser/s/ Allottee/s to the Developer/Promoter.

20. The Developer/Promoter shall before handing over possession of the said Schedule B Residential Apartment to the Purchaser/s/ Allottee/s herein, obtain from the concerned planning authority an occupation and/or completion certificate in respect of the Project. Notwithstanding anything to the contrary contained herein, the Purchaser/s/ Allottee/s shall not be entitled to claim possession of the said Schedule B Residential Apartment until the completion certificate is received from such competent authority and the Purchaser/s/ Allottee/s has/have paid all dues payable under this agreement and any other charges as agreed by the Purchaser/s/ Allottee/s in respect of the said Schedule B Residential Apartment to the Developer/Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes and charges payable

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under this agreement in respect of the said Schedule B Residential Apartment to the Developer/Promoter

21. The Developer/Promoter shall abide by the time schedule for completing the project and handing over the Schedule B Residential Apartment to the Purchaser/s/Allottee/s and the common areas to the Association of Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Purchaser/s/Allottee/s shall make timely payments of the installments and other dues payable by him/her/them under this Agreement and any other charges agreed to be paid by the Purchaser/s/Allottee/s.

22. The Developer/Promoter agrees and understands that timely delivery of possession of the Schedule B Residential Apartment is the essence of this Agreement. Subject to receipt of full consideration/total price and dues of the Developer/Promoter and Land Owner/Vendor and taxes thereon are paid by the Purchaser/s/Allottee/s in respect of the said Schedule B Residential Apartment, in terms of these presents. The Developer/Promoter, based on the approved plans and specifications, assures to hand over possession of the said Schedule B Residential Apartment on or before 31.12.2020.

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

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

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

22. The Developer/Promoter, upon obtaining the Occupancy Certificate or completion certificate from the Competent Authority and subject to receipt of all payments due by the Purchaser/s/Allottee/s as per this agreement, the Developer/Promoter shall send an intimation in writing by way of notice to the Purchaser/s/Allottee/s to take possession of the Schedule B Residential Apartment within 15 (fifteen) days from the date of issue of such notice and the Purchaser/s/Allottee/s shall be bound to take possession of the same. The Purchaser/s/Allottee/s shall also be bound to pay the maintenance charges as determined by the Developer/Promoter or Association of

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Allottees, whether he/she/they takes possession of the Schedule B Residential Apartment within the period stipulated in the notice, as the case may be.

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

24. Upon receiving a written intimation from the Developer/Promoter as per clause 22 above, the Purchaser/s/Allottee/s shall take possession of the Schedule B Residential Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Schedule B Residential Apartment to the Purchaser/s/Allottee/s. In case the Purchaser/s/Allottee/s fails to take possession within the time provided in clause 22 above, such Purchaser/s/Allottee/s shall continue to be liable to pay maintenance charges. In case of non payment of maintenance charges in time the Purchaser/Allottee shall be liable to pay the same along with interest @ 18%, as applicable, immediately after obtaining the Occupancy Certificate or handing over physical possession of the said Schedule B Residential Apartment to the Purchaser/s/Allottee/s whichever is earlier. It shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

25. That the LAND OWNER/VENDOR shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the PURCHASER/S/ALLOTTEE/S in respect of the aforesaid Schedule B Residential Apartment agreed to be conveyed to the PURCHASER/S/ALLOTTEE/S under this agreement.

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

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

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- c) That the DEVELOPER/PROMOTER shall at all times assure and ensure peaceful possession and enjoyment of the Schedule B Residential Apartment without any let, hindrance or interference by the DEVELOPER/PROMOTER or by any person claiming any rights through them.
- d) That the DEVELOPER/PROMOTER shall sign all the necessary papers, documents etc., with regard to the transfer of Khatha in the name of the PURCHASER/S/ALLOTTEE/S in respect of the Schedule B Residential Apartment being conveyed and sold to the PURCHASER/S/ALLOTTEE/S under this Agreement.
- e) That the DEVELOPER/PROMOTER shall, if required, sign the necessary papers, forms etc., including the Deed of Declaration as required under the provisions of the Karnataka Apartments Ownership Act 1972 or the statutory modifications thereof.
- f) That the DEVELOPER/ PROMOTER shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the PURCHASER/S/ALLOTTEE/S in respect of the Schedule B Residential Apartment being agreed to be conveyed to the PURCHASER/S/ALLOTTEE/S under this agreement.
- g) The Developer/Promoter shall duly obtain at its cost, an Occupancy Certificate or completion certificate from the Concerned Authorities after completion of construction on the Schedule A property after paying compounding deviations fees if any, from the sanction plan and handover a photocopy of the same to the Purchaser/s/ Allottee/s.
- h) That the DEVELOPER/ PROMOTER has this day handed over all the copies of the original documents of title relating to the Schedule A Property to the PURCHASER/S/ALLOTTEE/S and the PURCHASER/S/ALLOTTEE/S confirms that there is nothing pending in this regard.
- i) The original title deeds of the Schedule 'A' Property will be retained by the OWNER and they agree to allow inspection of the same as and when the PURCHASER requires only upon receipt of at least one week's advance intimation from the PURCHASER. However the Schedule 'A' Property is part of Pride Vatika Layout, as such the Original Title Deeds of the Survey Number from which the Schedule 'A' Property is carved out will be with the Pride Vatika Resident Owners Welfare Association.
- j) Further, once the Association of Allottees is formed, the original documents relating to the Schedule A Property shall be handed over to the Association of Allottees by the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER and thereafter the Association of Allottees shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice to any or all of the apartment owners.

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- k) If the Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Schedule B Residential Apartment to the Purchaser/s/Allottee/s, the Developer /Promoter agrees to pay to the Purchaser/s/Allottee/s, who does not intend to withdraw from the project, interest at State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/Allottee/s on his/her/their part, agrees to pay to the Developer/Promoter , interest at State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the delayed payments which become due and payable by the Purchaser/s/Allottee/s to the Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/Allottee/s to the Developer/Promoter.
- l) That the Purchaser/s/Allottee/s has given his specific confirmation herein that the responsibility of title of the said entire Schedule 'A' Property be on the Land Owner/Vendor and Promoter/Developer up to and until the conveyance of the said building/Project and the said land there under.
- m) Except for occurrence of the events stating herein above, if the Developer/Promoter fails to complete or is unable to give possession of the Schedule B Residential Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein: or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason: the Developer/Promoter shall be liable, on demand to the Purchaser/s/Allottee/s, in case the Purchaser/s/Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Schedule B Residential Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum within 30 days including compensation in the manner as provided under the Act.
- n) Provided that, where if the Purchaser/s/Allottee/s does not intend to withdraw from the said Project, the Developer/Promoter shall pay the Purchaser/s/Allottee/s interest as per State Bank of India highest Marginal cost of Lending Rate plus 2% on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the handing over of the possession of the Schedule B Residential Apartment , subject to that Purchaser/s/Allottee/s having paid all his/her/their dues on time as per the time line.
- o) The Developer/Promoter shall maintain a separate account in respect of 70% of the basic sale price and consideration received from the Purchaser/s/Allottee/s under this Agreement with the Scheduled Bank and shall utilize the amounts only for the purposes for which they have been received in the mode and

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manner contemplated and permitted under RERA and rules and regulations made there under.

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

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

29. **The PURCHASER/S/ALLOTTEE/S hereby covenants with the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER as follows:**

- a) That the PURCHASER/S/ALLOTTEE/S shall not raise any construction in addition to that mentioned in the Schedule B below and shall not use or permit the construction referred to in the Schedule B below in a manner which would diminish the value or utility in the property described in the Schedule A below or any construction made thereof. However, the PURCHASER/S/ALLOTTEE/S has/have a right to make partitions or alterations within his/her/their apartment as long as it does not cause any structural damage to the 'Apartment Building'. The PURCHASER/S/ALLOTTEE/S shall not make in the Schedule B below, any structural addition and/or alteration such as beams, columns or improvements of a permanent nature except with the prior written approval of the Developer/Promoter.
- b) The PURCHASER/S/ALLOTTEE/S are hereby made aware that the Towers/Blocks in Apartment Complex have been built with enabling provisions to house additional apartments if any sanctioned or directed on account of use of Transferable Development Rights, additional land area having been identified as belonging to the LAND OWNER/VENDOR or on account of additional FAR being sanctioned. All such rights are hereby retained by the LAND OWNER/VENDOR herein. The PURCHASER/S/ALLOTTEE shall have no right whatsoever to obstruct or hinder on any ground, the progress of the construction of the building or any part thereof or the future construction within the Schedule A Property on any ground including noise, disturbance, pollution, or amenities or inconvenience, provided the carpet area of the PURCHASER/S/ALLOTTEE/S is not changed;
- c) The PURCHASER/S/ALLOTTEE/S agree and acknowledge that in the event any further extent of land comprised in Schedule 'A' Property are acquired by Government for widening of Road, resulting in the grant of Transferrable

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Development Rights to the LAND OWNER/VENDOR, the DEVELOPER/PROMOTER shall have exclusive right over the same and shall be entitled at its sole discretion, to either sell such Development Rights to any person/s on the terms and conditions as DEVELOPER/PROMOTER deems fit or utilize the same by loading a part or whole of Transferrable Development Rights to the Project "Pride Sunrise".

- d) That the PURCHASER/S/ALLOTTEE/S and/or his/her/their nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the apartment building on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this agreement.
- e) That the PURCHASER/S/ALLOTTEE/S and/or his/her/their nominees, agents or representatives shall bear all the statutory charges like GST or any other charges/fees etc. at the rates in force and/or as revised/levied by the statutory authority/ies from time to time in respect of the purchase of the Schedule B Residential Apartment.
- f) That the PURCHASER/S/ALLOTTEE/S and/or his/her/their nominees shall not make any claim against the LAND OWNER/VENDOR, and/or the DEVELOPER/PROMOTER with regard to the construction of the Schedule B Residential apartment or in respect of the common areas on the PURCHASER being put in possession of the Schedule B Residential apartment by the LAND OWNER/VENDOR and DEVELOPER/PROMOTER,
- g) That the PURCHASER/S/ALLOTTEE/S or the occupier of the residential apartment shall not by virtue of this agreement acquire any right of light or air, which may prejudice the pre-use of the owners/occupants of other residential apartments.
- h) The Developer/Promoter agrees that the defect liability period shall be five years from the date of obtaining Occupancy Certificate or completion certificate from the Concerned Authority or handing over permissive possession to the Purchaser/s/Allottee/s under a license for the purpose of enabling the Purchaser/s/Allottee/s to carry out fit outs and interior works in the Schedule B Residential Apartment or from the date of handing over the vacant possession of the Schedule B Residential Apartment to the Purchaser/s/Allottee/s, whichever is earlier. Further, it has been agreed by the Purchaser/s/Allottee/s that any damage or change done within the Schedule B Residential Apartment or in the Project by the Purchaser/s/Allottee/s or by any Third person on behalf of the Purchaser/s/Allottee/s, the Developer/Promoter shall stand absolved from any liability and under the circumstances, the Purchaser/s/Allottee/s shall waive his/her/their right to enforce the defect liability on and towards the Developer/Promoter.

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- i) If within a period of five years from the date of obtaining Occupancy Certificate or completion certificate from the concerned authority or handing over the Schedule B Residential Apartment to the Purchaser/s/Allottee/s whichever is earlier, the Purchaser/s/Allottee/s brings to the notice of the Developer/Promoter any structural defect in the Schedule B Residential Apartment or the building in which the Schedule B Residential Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Promoter at his/her/their own cost and in case it is not possible to rectify such defects, then the Purchaser/s/Allottee/s shall be entitled to receive from the Developer/Promoter, compensation for such defect in the manner as provided under the Act.
- j) Provided, however, that the Purchaser/s/Allottee/s shall not carry out any alterations of the whatsoever nature in the said Schedule B Residential Apartment of the Building and in specific the structure of the said unit of the said building which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Purchaser/s/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the unit/Project, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer/Promoter the defect liability automatically shall become void. The word "defect" shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer/Promoter, and shall not mean defect/s caused by normal wear and tear, by negligent use of Schedule B Residential Apartment by the Occupants of whatsoever nature and any wall cracks/plaster cracks/paint color fade/tile color fade, etc.
- k) That it shall be the responsibility of the Purchaser/s/Allottee/s to maintain Schedule B Residential Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- l) Notwithstanding anything to the contrary, it shall be the responsibility of the Purchaser/s/Allottee/s to maintain his/her/their Items/Goods/Systems such as Lifts, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Developer/Promoter in the said Project and/or in the said Apartment. The Developer/Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/Goods/Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/Goods/Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Association of Allottees formed by the purchasers of Apartments in the said Project.

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- m) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable. Further the Warranty / guaranty of brands items/good/systems provided by Developer/Promoter will be claimed by Purchaser/s/Allottee/s from the respective brand owner, and Developer/Promoter shall not be held responsible for the same.
- n) That the Purchaser/s/Allottee/s has/have been made aware and that the Purchaser/s/Allottee/s expressly agrees that the regular wear and tear of the Schedule B Residential Apartment and the common areas related thereto includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- o) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s/Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.
- p) Wherever in this Agreement it is stipulated that the Purchaser/s/Allottee/s has to make any payment, in common with other Purchasers/Allottees in Project such as (1) Monthly maintenance of the said Project and (2) Common maintenance of the entire project, the same shall be in proportion to the carpet area of the Schedule B Residential Apartment to the total carpet area of all the apartments in the Project.
- q) That the Schedule B Residential Apartment shall not be put to any use other than for Residential uses and purposes.
- r) That the lifts provided for in the apartment complex constructed on the Schedule 'A' Property will be only used as passenger lifts and no heavy goods or luggage will be transported there under.
- s) That the PURCHASER/S/ALLOTTEE/S shall maintain or remain responsible for the structural stability of the Schedule B Apartment and will not do anything that will affect the structural stability of Apartment Complex.
- t) That the PURCHASER/S/ALLOTTEE/S of the Schedule B Residential Apartment will allow the other purchasers of apartments in the Project, the necessary vertical, horizontal and lateral support for their Apartments and

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reciprocate and recognize the rights of the other Apartment owners in the Residential Complex.

- u) That the DEVELOPER/PROMOTER or the maintenance team/entity appointed by the DEVELOPER/PROMOTER shall, for a period of ONE year from the date of completion of construction of the Residential Apartment complex on the Schedule A Property as certified by the Project Architect, maintain the common areas, amenities and facilities in Pride Sunrise and incur all expenses like repairs and maintenance in respect of the same. After a period of one year as mentioned above, the DEVELOPER/PROMOTER shall hand over the maintenance to the association of apartment owners so formed for that purpose and that the formation of the registered apartment owners association will be obligation of the Purchaser/s/Allottee/s along with the other owners in the Building at their cost. The Developer/Promoter will have the sole authority and discretion to fix the maintenance deposit and/or maintenance charges payable by the Purchaser/s/Allottee/s for the first one year period and thereafter, such right will vest with the apartment owners association as and when formed. Till the formation of the association, the right will continue to vest with the DEVELOPER/PROMOTER.
- v) The PURCHASER/S/ALLOTTEE/S covenant that the PURCHASER/S/ALLOTTEE/S shall comply with all the rules and regulation pertaining to electrical installation, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services, pollution control and general safety equipment and services of the building. Save as provided herein, the PURCHASER/S/ALLOTTEE/S shall with the other owners of the apartment take over the building and the maintenance thereof.
- w) The PURCHASER/S/ALLOTTEE/S with the other owners of the apartments shall at all times keep the Annual Maintenance Contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls claddings, and other places, pumps, motors and other equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The PURCHASER/S/ALLOTTEE/S is/are fully aware that non-payment towards the Annual Maintenance Contracts will adversely affect all the equipment installed by the DEVELOPER/PROMOTER in the building. This would be applicable after the one year period from the date of completion of construction of the Residential Apartment complex on the Schedule A Property during which the maintenance is the responsibility of the DEVELOPER/PROMOTER.
- x) That in case there are Joint Purchasers/Allottees all communications shall be sent by the Developer/Promoter to the Purchaser/Allottee whose name appears first and at the address given by him/her/their which shall for all

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intents and purposes to consider as properly served on all the Purchaser/s/Allottee/s.

- y) The charges towards Stamp duty, Registration fees and incidental charges payable in respect of this Agreement and the Sale Deed to be executed in favour of the Purchaser/s/Allottee/s, shall be borne by the Purchaser/s/Allottee/s only.
- z) The PURCHASER/S/ALLOTTEE/S hereby agrees to get incorporated any modification in this Agreement to Sell as per the requirement & compliances of the guidance of RERA (Real Estate Regulatory Authority).

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

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

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

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33. The PURCHASER/S/ALLOTTEE/S shall be entitled to nominate and assign his/her/their/its rights under this agreement in favour of any other person or persons on such terms and conditions as the PURCHASER/S/ALLOTTEE/S deems fit only after a minimum period of One (1) year ("Lock in period") from the date of this Agreement, which nomination shall be recognised by the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER only on the PURCHASER/S/ALLOTTEE/S paying a transfer fee calculated at 2% of the sale price and consideration as agreed to and duly recorded in the Nomination/Assignment Agreement that may be entered by the PURCHASER/S/ALLOTTEE/S, Nominee/Assignee and the PROMOTER/DEVELOPER and LAND OWNER/VENDOR after the expiry of the Lock in Period as stated above. However, such transfer fee will not be payable by the Purchaser/s/Allottee/s in case the nominee of the Purchaser/s/Allottee/s is a Lineal Ascendant or Descendant of the Purchaser/s/Allottee/s. For the purpose of this clause, if the Purchaser/s/Allottee/s is a company (public or private limited), any transfer of majority shares shall be deemed to be transfer and in case of Partnership firm any change in the constitution of partners of such Partnership shall deemed to be transfer and in case of any association of persons any change of members of such association shall be deemed to be a transfer, and in such a situation, transfer fee as applicable under this clause shall be payable by the PURCHASER/S/ALLOTTEE/S.
34. In this agreement to sell, the word 'PURCHASER/S/ALLOTTEE/S' shall mean and include "PURCHASERS/ALLOTTEES" and the word "He" shall mean and include "She" and "they" wherever applicable.
35. The general correspondence between the parties shall be carried on by email in the ordinary course and letters, receipts or notices issued by the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER and dispatched to the addressee of the PURCHASER/S/ALLOTTEE/S given in this Agreement shall be sufficient proof of service thereof on the PURCHASER/S/ALLOTTEE/S and shall effectively discharge the LAND OWNER/VENDOR and DEVELOPER/PROMOTER from the obligations to issue any further notice;
36. The contents of this Agreement to Sell herein is final and binding the parties herein superseding all negotiations, promises and arrangements (oral or otherwise) made prior to the execution of this Agreement. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement in writing and signed by both Parties;
37. The PURCHASER/S/ALLOTTEE/S shall retain the original of this Agreement to sell and produce the same at the time of execution of Sale Deed while the LAND OWNER/VENDOR and the DEVELOPER/PROMOTER shall retain a photocopy of the same. The loss or misplacement of this Agreement may disentitle the PURCHASER/S/ALLOTTEE/S from claiming any right hereunder

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unless a similar agreement is executed and issued by the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER subject to the PURCHASER/S/ALLOTTEE/S producing required documents as may be required by the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER. All expenses and costs thereof shall be borne by the PURCHASER/S/ALLOTTEE/S;

38. After the maintenance of the building is handed over to the Association that has been formed, the LAND OWNER/VENDOR and/or DEVELOPER/PROMOTER shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The PURCHASER/S/ALLOTTEE/S shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
39. In addition to the other rights each of the parties herein has against the other relating to the matters mentioned above in this agreement, each of the parties herein shall have the right to enforce specific performance of this agreement against the other.
40. All disputes between the parties under this agreement shall be referred to arbitration by the parties herein as per the provisions of the Arbitration and Conciliation Act 1996 and the statutory modifications thereof from time to time. The Arbitration proceedings shall be conducted at Bengaluru. The venue, time and date for the arbitration proceedings shall be solely decided by the Arbitrator appointed for this purpose.
41. The Courts at Bengaluru shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this agreement.
42. The PURCHASER/S/ALLOTTEE/S of the Schedule B Property shall also be entitled to a free Ten year membership in the "PRIDE CLUB", formed by the VENDOR, at Pride Vatika Layout, Bukkasagara Village, Jigani Hobli, Anekal Taluk, Bangalore District. However, the PURCHASER/S/ALLOTTEE/S will be bound to follow the rules and regulations laid down for the use of the Pride Club. The Membership shall be applicable from the date of registration of the Schedule B Property or obtaining of Occupancy Certificate/Completion Certificate from the concerned Authorities, whichever is earlier.
43. The ownership and possession of the Club, including the land and buildings constructed thereon and movable assets therein will remain absolutely and exclusively with the owner of the Club and/or their associate concerns, agents, nominees, assignees and/or transferees.

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44. The PURCHASER/S/ ALLOTTEE/S shall be bound to observe all the rules and regulations of the Club and payment of Monthly Subscription Charges laid down by the Owner of the Club, its Associates or the Agency operating the Club on becoming a member thereof.
45. **INDULGENCE:** Any delay tolerated or indulgence shown by the developers in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser/s shall not be construed as a waiver on its part as breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the right of the 'DEVELOPER/PROMOTER'.
46. **COMPLETE AGREEMENT:** The parties acknowledge that this is the complete Agreement. This agreement supercedes any brochures, letter of offer /payment plan, any prior agreements and representations between the parties; whether written or oral any such prior agreements/arrangements are cancelled as at this date.
47. **SEVERABILITY:** In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties will:
- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
 - b) At the discretion of the parties, such provision may be severed from this agreement.
 - c) The remaining provisions of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

SCHEDULE A PROPERTY

All that piece and parcel of the amalgamated Residential Site measuring **5492.64 Sq. Mtrs., or 59,122.77 Sq. ft.**, bearing No.6, 6A to 6S, bearing Khata No. 375/375/6,6A to 6S (carved out of converted land measuring an extent of 4 Acres comprised in Survey No.165/1 of Bukkasagara Village, Sattar Sabi Dinne, Jigani Hobli, Anekal Taluk, Bangalore District, Converted Vide Official Memorandum bearing No.ALN.SR(A)87/95-96 Dated: 16/02/1996 issued by the Assistant Commissioner, Bangalore South Sub Division, Bangalore) and bounded on the:

North by	:	Park
South by	:	Park
East by	:	Road
West by	:	Road

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SCHEDULE B RESIDENTIAL APARTMENT

RESIDENTIAL APARTMENT bearing No. _____ in Block ____ on the _____ Floor in the residential complex known as “PRIDE SUNRISE” being constructed on the Schedule A Property measuring about _____ Sq.Mts (.....sq.ft) of carpet Area (subject to variation of +/-2%) consisting of _____ Bed Rooms with RCC roofing and other specifications as contained in the Annexure to this agreement or near equivalents thereto agreed to be sold to the PURCHASER/S/ALLOTTEE/S along with the exclusive right to use and enjoy the internal balconies area of _____ Sq.Mts (.....sq.ft) lying appurtenant to the said Residential Apartment and the exclusive right to use and enjoy one covered car parking spaces in the Stilt Floor basement of the Residential Building exclusively allotted for the sole use and enjoyment of the PURCHASER/ALLOTTEE.

SCHEDULE - C: RIGHTS & OBLIGATIONS OF THE PURCHASER/S/ALLOTTEE/S

(Details of the rights to the common passages, amenities and services conferred on the Purchaser/s/Allottee/s herein and the other Purchaser/s/Allottee/s of the Residential apartments in “PRIDE SUNRISE”)

1. Rights and liberty for each owner of the building and all persons authorised or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorised to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase and the passage inside and outside the residential buildings constructed in the Schedule A Property. The Purchaser/s/Allottee/s and the purchasers of other apartments in the project shall have equal rights to all common amenities and facilities built or provided in Schedule-A Property except the earmarked car parking spaces, earmarked garden spaces & earmarked terrace spaces, penthouses if any, allotted to others with restrictive covenants. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks. The Schedule-A Property on which the building is to be / being constructed will be held by all the Apartment Owners as “Co-Owners” each having an undivided share therein as per the terms and conditions of the deed of conveyance to be obtained from the LAND OWNER/VENDOR and DEVELOPER/PROMOTER and all passages, lobbies, staircase, water lines and sewer lines as also the other areas which are used in common by the Apartment holders, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common, and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas.

2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof. The Purchaser/s/Allottee/s shall have the right to subjacent, lateral, vertical and horizontal support for the Schedule B Residential Apartment from the other parts of the Building.

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

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

5. Right to passage for each owner of a apartment and other owners of apartments and his agents, servants, workmen, associate to the other parts of the buildings at all reasonable times, on notice to enter into or upon other parts of the buildings for the purpose of repairing, maintaining, renewing, altering, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage and it is clarified that, the safety of his agents, servants, workmen, associates of whatsoever nature shall be solely the Purchaser/s/Allottee/s responsibility.

6. The right to do all or any of the acts mentioned above with notice to the Estate Manager/ Association of Allottees of Project Pride Sunrise in case of emergency.

OBLIGATIONS OF THE PURCHASER/S/ALLOTTEE/S/APARTMENT OWNER/S

The Purchaser/s/Allottee/s in proportion to his/her/their share of carpet area in the project contained in the Schedule B Residential Apartment along with other purchasers in proportion to their share of carpet area in the project contained in the Residential Apartment purchased/to be purchased by them in the project have accepted the

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following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following common expenses:

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

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

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

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benefits or amenities, facilities, services including electricity and water connection provided for the Purchaser's enjoyment.

3. No individual Purchaser/s/Allottee/s and/or a minority group of Purchaser/s/Allottee/s shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
4. Not to interfere with, disrupt or damage the pipes, cables, water lines or any other equipment meant for the common use of the owners of apartments in 'PRIDE SUNRISE' laid or passing through at any time or in any manner whatsoever.
5. Not to change the landscape already designed and implemented by the DEVELOPER/PROMOTER.
6. The Purchaser/s/Allottee/s shall abide by the restrictions, rules and regulations framed by the DEVELOPER/PROMOTER and Association of Allottees as regards to use of the "Restricted Common Areas" of the Project.

For this purpose "Restricted Common Areas" shall mean "the areas forming part of Transformers, Water storage systems, Rain water harvesting systems, Water pump sets, Gen. Sets and other amenities of similar nature, unenclosed car parking areas over which the Purchasers/Allottees in the Project will have access subject to the rules and regulations framed by the Developer/Promoter and/or the Association of Allottees from time to time.

For this purpose "Unenclosed Car Parking" shall mean "Car Parking areas provided in the restricted common area and allotted to Purchasers/Allottees in the Project".

7. The Purchaser/s/Allottee/s shall maintain at their cost the said apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Government, Anekal Planning Authority and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale deed and/or handing over possession of the Schedule B Residential Apartment, whichever is earlier.
8. The Purchaser/s/Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to

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share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartments Owners in the building.

9. The Developer/Promoter herein is developing the Schedule A Property which consists of two phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of the project on the Schedule A Property. The Developer/Promoter, assures to hand over possession of the said common in the project to the association of the allottees on or before 31.12.2020 although each phase may be registered separately under RERA since the entire land for the Project on the basis of which the plan has been sanctioned can't be divided by the metes and bounds according to the Phases under RERA. The Purchaser/s/Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Schedule B Residential Apartment on the ground of non completion of aforesaid common amenities.
10. That the Purchaser/s/Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving the Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said unit. However, if the Developer/Promoter is not allowed by the Purchaser/s/Allottee/s or any person on his/her/their behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the Developer/Promoter.
11. The PURCHASER/S/ALLOTTEE/S hereto hereby undertakes to become a member of an Association of Allottees and abide by its rules and regulations in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of fire fighting equipment etc.,
12. The PURCHASER/S/ALLOTTEE/S hereby also undertakes to execute and register a deed of declaration as required to be made under the provisions of the Karnataka Apartment Ownership Act, 1972 along with the other apartment owners as and when called for to do so by the DEVELOPER/PROMOTER. The Association formed by the PURCHASER/S/ALLOTTEE/S herein shall take all the necessary steps to prepare the deed of declaration and get it signed by all the

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apartment owners and register the same with the Sub-Registrar exercising relevant jurisdiction.

13. The Purchaser/s/Allottee/s shall permit the Developer/Promoter or the Association of Allottees with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc, to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking Space as the case may be who have defaulted in paying the share of the water, electricity and other charges. The DEVELOPER/PROMOTER is not liable or answerable for payment of common expenses etc., stated in this Agreement to Sell at any time in respect of the unsold apartments/units.
14. The Purchaser/s/Allottee/s shall be responsible for cleanliness and upkeep of the common area and shall not allow littering; dirtying and overgrowing grass and the Association of Allottees shall have the right to impose fines and penalties on the Purchase in case of breach in this regard.
15. For any modifications/alterations or repair work to the exterior of the building or any changes in/openings into the common area, the Purchaser/s/Allottee/s or the Association of Allottees must seek written permission from the Developer/Promoter. However, if the Developer/Promoter does not respond to the same within 30 (Thirty) days from the date of issue of the relevant letter by the said Association, it will be assumed that the Developer/Promoter has no objections to the same and the Purchaser/s/Allottee/s may go ahead with the said modifications/alterations. The Developer/Promoter shall have the sole discretion to accede to or refuse the request from the Purchaser/s/Allottee/s.
16. The Purchaser/s/Allottee/s hereto agree that the rights along with the restrictions and obligations as agreed and contained in this Agreement shall form a part of all agreements entered into with any subsequent purchaser/s of individual apartment unit/s.
17. The Purchaser/s/Allottee/s shall co-operate with the other owners and/or Occupants of apartments in the project and the Developer/Promoter in the management and maintenance of the Schedule-A Property and the common areas in the project.
18. The Purchaser/s/Allottee/s shall observe the rules and byelaws framed from time to time by the Association of Allottees and/or Developer/Promoter and the circulars/notices issued by the Association of Allottees and/or

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Developer/Promoter relating to the maintenance and upkeep of all the common areas, amenities and facilities in "Pride Sunrise".

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

Each owner of the apartment so as to bind himself/herself to his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the LAND OWNER/VENDOR of the construction referred to in the Schedule B above and in consideration of covenants of each owner of a residential apartment binding on the other owners of apartments in the project agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule B above.
2. Not to use or permit the construction referred to in Schedule B above in a manner which would diminish the value or utility in the property described in Schedule - A above or any construction made thereon.
3. Not to use the space in the land described in Schedule - A above left upon after the construction for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.
4. Not to default in the payment of her/his share of any taxes or levies to be shared by the other joint owners of the property described in the Schedule A hereunder or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the Schedule B Residential Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment complex.
6. Not to cause change / modification in elevation of the Residential Apartment Complex constructed on the Schedule A Property
7. Not to make any arrangement for the maintenance of the building referred to in Schedule - B above other than those agreed to by all other owners of apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.
8. The parking space allotted for any owner of the building shall be used for parking their cars respectively by them or their duly authorised servants and shall not be used for any other purpose. The other owners of apartments who have not been allotted parking space shall not park their cars in the parking

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space earmarked on the Schedule A Property. The right to use, the car parking space allotted for any owner/ occupant of an apartment in "Pride Sunrise":-

- (i) shall not be rented/ leased/ transferred to any outsider who does not own an Apartment in the Project, but the same can be rented/ leased/ transferred to other owners of Apartment in the Project.
 - (ii) Will not allow for anyone to reside in the car parking spaces. Will not store material in the car parking space. Will not park more than one single car in the car parking slot, unless it has been clearly allotted as a double or linked car park.
 - (iii) Will not to park his/her car/s on the pathway or open spaces of the Project or any other place except the space allotted to him or her.
9. Not to seek change of name of the building complex known as "PRIDE SUNRISE" to be constructed on the Schedule A Property.
10. Not to damage or demolish or cause to be damaged or demolished, the Schedule A Property or any part thereof or the fittings and fixtures affixed thereto.
11. Not to do or cause anything to be done in or around the Schedule A Property or any portion thereof which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
12. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
13. Not to store or bring and allow to be stored in the Schedule B Residential Apartment or any portion thereof any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.
14. Not to use or allow to be used, the Schedule B Residential Apartment or any portion thereof for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the other owners and occupants of apartments in the project and shall not allow or permit the use of the Schedule B Residential Apartment as a boarding house or a meeting place or for industrial activities or for any illegal or immoral purpose whatsoever.
15. Not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Schedule-A Property.

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

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

WITNESSES:

1.

I. LAND OWNER/VENDOR

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For M/s EXPERT REALTORS PRIVATE LIMITED

B. R. RAVINDRA
DIRECTOR

2.

II. DEVELOPER,
FOR PRIDE HOUSING

MURARILAL SARAOGI
PARTNER

III PURCHASER/S/ALLOTTEE/S

[PLAN OF SCHEDULE B RESIDENTIAL APARTMENT]

ANNEXURE-I
[DEVELOPMENT PLAN]

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

SI No	Description	Location	Specifications
INSIDE FLATS			
1	Doors	Main Doors	Wooden Frame with Flush Door & Hardware
		Bed Rooms	Wooden Frame with Flush Door & Hardware
		Toilets	Wooden Frame with Flush Door & Hardware
2	Sliding Doors	Living Balcony	Powder Coated 3 Track Aluminium Sliding Door with Provision for Mosquito Mesh Shutter
3	Windows	Bed Rooms	Powder Coated 3 Track Aluminium Sliding Window with Provision for Mosquito Mesh Shutter
4	Ventilators	Toilets	Powder Coated Aluminium Frame with Glass Blinds
5	Flooring	Living/ Dining/ Kitchen/ Bed Room	Vitrified Tile Flooring
		Balcony/ Toilets	Antiskid Ceramic Tile Flooring
		Lift Lobby	Antiskid Ceramic Tile Flooring
		Staircase	Landings : Ceramic Tile Flooring Granite/ Tile Threads
6	Dadoing	Toilets upto 7ft Height	Ceramic Tile Dadoing
		Kitchen upto 2ft Height from Counter Top	
7	Kitchen Platform	Kitchen	Granite Counter with Sink
8	Painting	Internal Walls & Ceilings	Oil Bound Distemper Paint
		External Walls	Exterior Emulsion Paint
		Metal Surfaces	Synthetic Enamel Paint
9	Electrical Works	Wires/ Cables/ Switches/ Switch Plates	Concealed in PVC Insulated Copper wires with Switches
10	CP & Sanitary Fittings	Toilets	EWCs & Chrome-Plated Fittings
COMMON AMENITIES FOR THE PROJECT			
1	Elevators	Lift Lobby	Lift having capatity of 6 Passangers will be provided in each Tower
2	Diesel Generator	Common	Diesel Generator suitable to accommodate power requirement for Common Areas shall be provided
3	OH Tanks	Common	Of required capacity as per norms
4	Sewage Treatment Plant	Common	Of required capacity as per norms

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5	UG Sump Tank	Common	Of required capacity as per norms
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