:SREE:
:AGREEMENT TO SELL:

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE _____ DAY OF _____, YEAR TWO THOUSAND TWENTY SIX (__/__/2026):

:BY:

Mrs. FAHIMAY TAJ NAQVI,
Aged about 63 years,
Wife of Mr. Fazle Ali Naqvi,
having permanent residence at:
No.1998, Bough Beeches Blvd.,
Mississauga,
Ontario,
L4W2J7,
Canada.

And presently camping at:
Apartment No.33,
Royal Heritage,
No.18, Magrath Road,
Near Garuda Mall,
BENGALURU-560 025.
PAN – AAZPN 5624 L
Represented herein by her
Power of Attorney Holder:
M/s. PRESTIGE ESTATES PROJECTS LIMITED,
a Limited Company, incorporated in accordance
with the provisions of the Companies Act 1956,
having Registered office at:
'Prestige Falcon Tower',
No. 19, Brunton Road,
BENGALURU - 560 025.
represented herein by its Authorized Signatory:
Mr. _____.

hereinafter referred to as **"SELLER"**

(which expression wherever it so requires shall mean and include all her heirs, legal representatives, administrators, executors, successors and assigns etc.,) **OF THE FIRST PART:**

:AND:

M/s. PRESTIGE ESTATES PROJECTS LIMITED,
a Limited Company, incorporated in accordance
with the provisions of the Companies Act 1956,
having Registered office at:
'Prestige Falcon Tower',
No. 19, Brunton Road,
BENGALURU - 560 025.
represented herein by its Authorized Signatory:
Mr. _____.

hereinafter referred to as **"DEVELOPER"**

(which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

hereinafter called the **"PURCHASER/S"**

(which expression wherever itso requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.,) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the immovable Property bearing Sy.No.96 (Old Sy.No. 55/P-30) measuring 1 Acre 38 Guntas and 2 Guntas of Kharab and Sy.No.97 (Old Sy.No. 55/P-31) measuring 1 Acre 18.5 Guntas and 1.5 Guntas of Kharab in all admeasuring 3 Acres 16.5 Guntas and 3.5 Guntas of Kharab, situated in Bellahalli Village, Yelahanaka Hobli, Bangalore North Taluk, Bangalore Urban District, (hereinafter referred as Said Lands) was purchased by the Seller herein under two Sale Deeds as detailed below:

(1) Sale Deed dated 04/07/1994 executed by Mr. Ameer Khan in favour of Ms. Fahimay Taj, registered as Document No.1636/1994-95 in Book-I, Volume-495 at Pages 239 to 242, in the Office of the Sub-Registrar, Yelahanka; and

(2) Sale Deed dated 04/07/1994 executed by Mr. Rahim Khan in favour of Ms. Fahimay Taj, registered as Document No.1637/1994-95 in Book-I, Volume-497 at pages 138 to 142, in the office of the Sub-Registrar, Yelahanka.

and since then she started enjoying the same as absolute owner and she later secured conversion of the Said Lands from agricultural to non-agricultural residential purposes vide Conversion Orders bearing Nos. 36423 and 36424 by The Deputy Commissioner, Bangalore District, Bangalore, both dated 02/09/2025 and thereby the Said Lands have become fit for residential use.

WHEREAS the Seller being desirous of developing the Said Lands into “Residential Apartment Building” entered into a Joint Development Agreement dated 20/05/2026, registered as Document No. KCH-1-00801-2026-27 in Book-I and stored in Centralized Data Cell in Electronic Form in the Office of the Sub-Registrar, Gandhinagar (Kacharakanahalli), Bangalore, with M/s. Prestige Estates Projects Limited, the Developer herein and executed a General Power of Attorney of even date registered as Document No. KCH-4-00074-2026-27 in Book-IV and stored in Centralized Data Cell in Electronic Form in the Office of the Sub-Registrar, Gandhinagar (Kacharakanahalli), Bangalore, thereby empowering the Developer to develop the Said Lands in terms of Joint Development Agreement and for sale of land and building. The Seller and Developer agreed to jointly undertake the development of the Said Lands into ‘Residential Apartment Building’, Car Parking, Club House in terms contained therein.

WHEREAS the Developer in terms of the aforesaid Joint Development Agreement and General Power of Attorney, has applied for the sanction of Development Plan pursuant to which a Kharab rerouting was obtained whereby the extent of the Kharab land was revised from 3.5 guntas to 5 guntas. As such, the net developable land after deducting the revised Kharab extent and considering the physical extent available for the development is 3 Acres 12.59 guntas which is detailed herein in Schedule “A’ and hereinafter referred as Schedule ‘A’ Property. Further, the Developer has secured a Development Plan dated 17/07/2026 bearing No.GBA/TP/04-DLP/26-27 sanctioned from Bangalore North City Corporation of the Greater Bengaluru Authority (GBA) for construction of ‘Residential Apartment Buildings’ comprising of Three Towers and a Club House.

WHEREAS, subsequent to sanction of the Development Plan, the Developer has secured a Building Plan dated 12/10/2026 bearing No. LP No. GBA/BNCC/Addl.CTP/0021/26-27 sanctioned from Bengaluru North City Corporation (BNCC).

WHEREAS the Seller opted to receive revenue share instead of area share from the Developer provided under the Joint Development Agreement dated 20/05/2026 by virtue of which the Developer became entitled to sell all the built-up area / apartments in the Project.

WHEREAS pursuant to all the above, the Developer has commenced the development of Schedule 'A' Property, into a residential apartment complex along with the Common Areas and the Common Amenities and Facilities applicable to the entire development in the Schedule 'A' Property, the entire development is known as "**PRESTIGE AVON**" and hereinafter referred to as the "**Project**" and as per the Sanctioned Plan the Project consists of 3 Towers. Wherein `**Tower 1'** consists of Three Basements, Ground plus Eighteen Upper Floors, `**Tower 2'** consists of Three Basements, Ground plus Twenty Two Upper Floors and `**Tower 3'** consists of Three Basements, Ground plus Twenty Five Upper Floors and a Club House consisting of Two Basements, Lower Ground, Ground plus Three Upper Floors in all containing 260 residential apartment units.

WHEREAS the **'Project'** has been registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **'the Act")** with The Real Estate Regulatory Authority of Karnataka and the Regulatory Authority has registered and granted Registration No._____ dated _____.

WHEREAS in terms of the Scheme formulated by the Seller, any person/s interested in owning an Apartment in the Project are also required to acquire undivided share of land in the Schedule "A" Property corresponding to the super built up area of the apartment agreed to be constructed for the purchaser in the Project.

WHEREAS the Purchaser herein made an application for allotment of an Apartment in the Project and the Developer has allotted to the Purchaser Apartment No._____ on the _____Floor of Tower ____ in Building No1, in the Project "measuring a carpet area of _____ square meter equivalent to _____square feet and super built up area of _____ square meter equivalent to _____ square feet with _____car parking slot in the basement or at the ground level, collectively set out in Schedule "C" (Schedule 'C' Apartment) with proportionate share in the Common Areas of the Project;

WHEREAS, further as per the Scheme of ownership, the Purchaser is also required to own the corresponding undivided share of land in the Schedule 'A' Property as described in Schedule 'B' hereunder, hereinafter referred to as the Schedule 'B' Property;

WHEREAS pursuant to such allotment, the Developer has agreed to construct and sell the Schedule 'C' Apartment together with the Schedule 'B' Property to the Purchaser;

WHEREAS the Seller has informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Project, shall be maintained by the association of apartment owners in the Project once the maintenance is handed over to the Association of the Owners;

WHEREAS the Seller has made disclosures detailed in Clause 9 of this Agreement to the Purchaser;

WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of the title of the Seller, all the laws, rules, regulations, notifications, etc., applicable to the Project;

WHEREAS the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION:

1.1 Definitions:

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

(a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017, where ever the context so requires;

(b) "**Agreement**" shall mean this agreement to sell the Schedule 'B' Property and construction of the Schedule 'C' Apartment, including the schedules and annexes hereto, as may be amended from time to time;

(c) "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;

(d) "**Association or Association of Apartment Owners or Owners Association**" shall all mean the same, being the Association of Apartment Owners to be formed by the Owners, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;

(e) "**Association Agreement**" shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;

(f) **"Apartment/ Apartments"** shall mean the residential apartment units in the Project consisting of one or more rooms or enclosed spaces, located in any floor of the Towers/Buildings being built in or upon the Schedule 'A' Property to be used for residential purposes capable of being owned, held and possessed as a separate heritable and transferable immovable property together with proportionate undivided interest in the common areas and facilities to be listed in the Deed of Declaration for its use and enjoyment within the meaning of any law for the time being in force in the State of Karnataka**,** having an exit to a common area of the Project ultimately leading to a public road. The measurements of an Apartment include all the outside walls and proportionate share of Common Areas such as entrance lobby, staircase, lift shafts, common corridors and all other areas of common use in the Project including undivided share of the Club House area.

(g) "**Balance Sale Consideration"** shall mean any part of the Sale Consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan at **Annexure- 2** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.

(h) "**Completion Period**" shall mean 31st December 2030 or such extended time as provided in this Agreement, before which the Developer would have applied for and/or secured the Occupancy Certificate/Partial Occupancy Certificate for the Project.

(i) **"Carpet Area**" shall mean the net useable floor area and the area covered by internal partition walls of the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.

(j) **"Commencement Certificate"** shall mean license and plan sanctioned by the Bangalore North City Corporation for construction of the Project i.e., No.GBA/TP/04-DLP/26-27 dated 17/07/2026 and Building Plan No. LP No.GBA/BNCC/Addl.CTP/0021/26-27 dated 12/10/2026 (the Sanctioned Plan).

(k) "**Common Areas of the Project**" shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure- 4** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Seller or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;

(l) "**Common Amenities & Facilities of the Project**" shall mean and include those amenities and facilities of the Project as detailed in **Annexure- 5** hereto, the Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Seller or the Association to be followed by all the owners/occupiers of the Apartments.

(m) "**Deed of Declaration**" shall mean the deed of declaration to be executed by the Seller to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972 and to constitute Owners Association as provided under Section 2 of the said Act;

(n) "**Disclosures**" shall mean the disclosures made by the Seller to the Purchaser, pertaining to the Project and the development of the Schedule "A" Property as detailed in clauses of this Agreement and accepted by the Purchaser to their knowledge;

(o) **"Earnest Money"** shall mean 10% of the Sale Consideration paid in instalments or as more particularly set out in Annexure '2' (Payment Schedule).

(p) "**Force Majeure**" shall mean the occurrence of one or more of the following events:-

i) war and civil unrest
ii) flood,
iii) drought,
iv) fire,
v) cyclone
vi) earthquake
vii) any other acts of god, calamity caused by nature including outbreak of any epidemic or pandemic.

(q) **"Interest"** means the rate of interest payable by the Seller or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).

(r) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company (BESCOM), Bengaluru North City Corporation, Greater Bangalore Authority (GBA), PWD, Bangalore Development Authority (BDA), Bangalore Water Supply and Sewerage Board (BWSSB), Jurisdictional Panchayath, Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under any other enactment and having jurisdiction over the Schedule "A" Property;

(s) "**Limited Common Area**" shall mean all Car Parking Areas in the basement/s, stilt and at surface level and such other areas which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners or the Owners Association at the cost of the owners of the apartments. The Terraces of all the Towers shall also be Limited Common Area, the usage of which shall be governed by the Owners' Association.

(t) **'Occupant'** shall mean any Person legally occupying an Apartment in the Project under a Owner either as tenant or lessee or as licensee.

(u) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in **Annexure - 3** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration and Statutory Payments.

(v) **Non-Refundable Amounts**" shall collectively mean and include all of the: (a) Earnest Money (b) Interest on any overdue payments (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Seller's policy (e) all taxes paid by the Seller to the Authorities (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered (g) any other taxes which are currently applicable or may be applicable in future (h) franking charges (i) subvention cost (if the Purchaser/s has opted for subvention plan) which the Seller may incur either by way of adjustment made by the bank in instalments or paid directly by the Seller to the bank and (j) Holding Charges.

(w) "**Occupancy Certificate**" means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the plan sanctioning Authority confirming completion of the Project or any of portion therein and pursuant thereto permitting occupation of the building for which the occupation certificate is issued;

(x) "**Party**" unless repugnant to the context, shall mean a signatory to this Agreement and "**Parties**" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

(y) **"Payment Plans"** shall mean the amounts payable by the Purchaser under **Annexure-2 and** other Costs described in **Annexure-3** hereto. Each of which individually also being Payment Plan and collectively referred to as Payment Plan;

(z) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization and shall include any other person as defined under the Act;

(aa) **"Project**" shall mean "**PRESTIGE AVON**" i.e. development and construction of Three Towers viz., `**Tower 1'** consisting of Three Basements, Ground plus Eighteen Upper Floors, `**Tower 2'** consisting of Three Basements, Ground plus Twenty Two Upper Floors and `**Tower 3'** consisting of Three Basements, Ground plus Twenty Five Upper Floors and a Club House consisting of Two Basements, Lower Ground, Ground plus Three Upper Floors in all containing 260 residential apartment units of various sizes.

(bb) **"Project Account"** shall mean the Collection Account No. 6055837806, Designated Account No. 6055837790 and Current Account No. 7611720303 opened with Kotak Mahindra Bank, Lavelle Road Branch, Bangalore, standing in the name of the Developer.

(cc) "**Purchaser Car Park/s**" shall mean the car parking spaces space/s allotted by the Developer to the Purchaser for his/her/their exclusive use so long as the Purchaser owns and occupies the Schedule 'C' Apartment or by any of the occupiers of the Schedule 'C' Apartment under the authority or agreement with the Purchaser herein;

(dd) "**Purchaser Covenants**" shall mean covenants given by the Purchaser in terms of Clause 11 hereof;

(ee) "**Purchaser's Warranties**" shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 8.2 hereof;

(ff) "**Owner/Owners**" shall mean any owner or owners of Apartments in the Project;

(gg) "**Rights and Obligations**" shall mean that the Purchaser shall be bound by the obligations set out in Schedule "E" hereto and have the rights set out in the Schedule "D" hereto in the use and enjoyment of the Schedule 'C Apartment;

(hh) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3.1;

(ii) "**Sale Date**" shall mean the date of execution and registration of the Sale Deed by the Seller/Developer in favour of the Purchaser;

(jj) "**Sale Deed**" shall mean the deed of sale to be executed by the Seller/Developer, for legally conveying the absolute right, title and interest in the Schedule 'B' Property and the Schedule 'C' Apartment in favour of the Purchaser on the terms and conditions contained therein under the Scheme;

(kk) "**Schedule "A" Property**" shall mean the land on which the Project is being developed by the Seller and more fully described in the Schedule "A" hereto;

(ll) "**Schedule "B" Property**" is the proportionate undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;

(mm) "**Schedule "C" Apartment**" is the Apartment which is being constructed under the Scheme and more fully described in the Schedule "C" hereto by the Developer for the Purchaser/s ;

(nn) "**Scheme**" shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment

(which undivided share is computed corresponding super built up area of such Apartment, taking into consideration the total super built up area achieved (including utilisation of transferable development rights i.e. TDR and Premium FAR, if any) on the land extent comprised in the Schedule 'A' Property, after excluding the extents relinquished in favour of Authorities).

(oo) **"Seller' Warranties**" shall mean the representations, assurances and warranties given to the Purchaser in terms of Clause 8.1 below;

(pp) "**Specifications for the Project**" shall mean the specifications of construction of the Project set out in **Annexure - 1** hereto or any equivalent thereto in terms of quality;

(qq) "**Statutory Payments**" shall mean Goods and Service Tax ("GST") as applicable from time to time and cost of registration of sale deed which will be payable by the Purchaser in addition to the Sale Consideration and Other Cost Charges and Expenses under this Agreement;

(rr) **"Structural Defects"** shall mean any major structural defect relating to Schedule 'C' Apartment as provided in the Act;

(ss) "**Super Built Up Area**" of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and

(tt) **Tower/Towers"** shall mean Towers 1 to 3 as per the Sanctioned Plan.

1.2 Interpretation:

Unless the context otherwise requires in this Agreement,

(a) any reference to any statute or statutory provision shall include all the current statues either state or central, their amendment, modification, re-enactment or consolidation:

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neutral gender shall also include the other;

(d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.

(e) Harmonious Interpretation and Ambiguities within the Agreement:
In case of ambiguities or discrepancies within the Agreement, the following shall apply:

(i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.

(ii) Between the provisions of this Agreement and the Annexures, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.

(iii) Between any value written in numerical or percentage and in words, the words shall prevail.

(f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;

(g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,

(h) no Section in this Agreement limits the extent or application of another Section;

(i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

(j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. AGREEMENT TO SELL:

2.1 That, in pursuance of the foregoing, and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, (b) the Other Cost Charges and Expenses (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Seller/Developer hereby agrees to sell to the Purchaser and the Purchaser agrees to purchase the Schedule “B” Property and the Schedule “C” Apartment under the Scheme in terms of this Agreement for the Purchaser.

2.2 The Seller/Developer, under the Scheme, and in terms of the Agreement, also agrees that upon completion of the Project, to convey both Schedule ‘B’ Property and the Schedule ‘C’ Apartment, subject to the Purchaser paying the agreed Sale Consideration and all other amounts payable under this Agreement.

3. SALE CONSIDERATION:

3.1 The ‘Sale Consideration’ payable by the Purchaser to the Developer towards the purchase of the Schedule ‘C’ Apartment is agreed at ₹ _____/- (Rupees _____ Only) and the same includes the sale consideration towards the purchase of the Schedule ‘B’ Property.

3.2 The Purchaser has paid part payment of the Sale Consideration and shall be required to pay the Balance Sale Consideration amounts as set out in the Payment Plan at **Annexure ‘2’** hereto. The payment as per the Payment Plan is essence of this contract and has direct impact on progress of construction of Project.

3.3 In addition to Sale Consideration the Purchaser shall be liable to pay to the Developer Other Costs, Charges and Expenses detailed in **Annexure '3'** and Statutory Payments as and when demanded by the Developer. The Purchaser has assured the Developer that the Purchaser shall make payments towards the Balance Sale Consideration and Other Costs, Charges and Expenses, Statutory Payments without any delay or default. The Purchaser has assured the Developer that the Balance Sale Consideration, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Developer having raised a demand for such amounts.

3.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.

3.5 The Purchaser acknowledge/s that the default/delay in payment of the instalments towards Balance Sale Consideration set out in the Payment Plan will affect the progress of Project construction and consequently the Developer will incur losses on account of such default/delay.

3.6 The Purchaser also acknowledge and understand that there are other purchasers of Apartments in the Project who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for prompt payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.

3.7 All payments toward the Sale Consideration/Balance Sale Consideration shall be made by cheque or demand draft or bank transfer payable in favour of the Developer or as directed by the Seller to the 'Project Account'.

3.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs.1,000/- (Rupees One Thousand Only) will be debited to the Purchaser's account.

3.9 The amounts deposited in the Project Account shall be entitled to be withdrawn by the Developer to the extent permitted under the Act, from time to time and where ever required upon the certification as provided under the Act.

3.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Seller/Developer shall execute and register the Sale Deed in favour of the Purchaser in respect of the Schedule 'C' Apartment and Schedule 'B' Property and such sale deed will be executed by the Seller/Developer and registered in favour of the Purchaser at the cost of the Purchaser.

3.11 The Purchaser shall be liable to do Tax Deduction at Source ("TDS") @ 1% from the Sale Consideration payable as per the provision of section 194 IA and remit the same to the Income Tax Department on account of the Developer.

The Purchaser shall issue a certificate of deduction of tax in Form 132 to the Developer on or before 10th of the subsequent month of deduction.

3.12 The Sale Consideration payable by the Purchaser shall be escalation-free. However, if there are fresh notification by any Authority imposing any new/additional development charges and/or statutory levies & taxes, the Purchaser hereby agrees to pay same from time to time. The Developer agrees to enclose the notification/order/rule/regulation for effecting such new levy in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.

4 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:

4.1 In the event of there being any delay by the Purchaser in payment of the instalments towards Balance Sale Consideration as per the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser shall be liable to pay 'Interest' to the Seller/Developer on such delayed payments, from the due date till payment of such amount. F

4.2 Notwithstanding anything stated in clause 4.1 above, if the Purchaser fails to pay any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received demand from the Developer/Seller, the same shall constitute a 'breach' by the Purchaser of this Agreement and the Developer/Seller shall be entitled to terminate this Agreement by issuing a notice to the Purchaser to cure such breach within a period of 15 days of issuance of the notice.

4.3 In the event of any other breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 15 days of being notified of such breach, the Developer/Seller shall be entitled to terminate this Agreement and on such termination the Developer/Seller shall be entitled to the rights as provided in clause 4.4 below.

4.4 In case of termination of this Agreement in terms of clause 4.2 or 4.3 above, the Developer/Seller shall refund the amounts paid towards the Sale Consideration, to the bank account of the Purchaser, as provided in clause 4.7 below, to the Purchaser within 45 days of termination of this Agreement, after forfeiting such Non-Refundable Amounts from and out of the Sale Consideration paid by the Purchaser towards damages for default/breach. On such termination and deposit of the balance amount, if any., to the bank account mentioned below, the Developer/Seller shall be entitled to deal with the Schedule "B" Property and the Schedule "C" Apartment without any let, claim or hindrance by the Purchaser.

4.5 If the Purchaser has availed loan from any financial institution or bank, then in that event based on the terms of such loan, the amounts to be refunded to the Purchaser in terms of clause 4.4 above shall be first paid to the financial institution or the bank against issuance of "no claim certificate" in favour of the Developer/Seller and the Developer/Seller shall also be entitled to receive, without seeking any approval from the Purchaser, original of this Agreement or any other documents that may have been deposited by the Purchaser with the

bank or any financial institution at the time of availing the loan and the remaining amount, if any., shall be deposited to the bank account provided herein below.

4.6 In the event of termination, as referred in clause 4.4 or 4.5 above, the Purchaser has given his/their consent to the Seller / Developer to refund the balance of the sale consideration, if any., (after deduction of Non-Refundable Amounts) to the below prescribed bank account of the Purchaser.

4.7 **Purchaser's Bank account:**

a. Account details of the Purchaser is as below.

Account Holder Name	:	_____
Account No.	:	_____
Account Type	:	_____
Bank Name	:	_____
Bank Branch	:	_____
Bank IFSC Code	:	_____

b. The Purchaser assures the correctness of the particulars of the aforementioned bank account and shall keep the said bank account operational and if there is any change or closure of the said bank account by the Purchaser, after execution of this Agreement, the Purchaser shall intimate the same to the Developer in writing, within 7 days, of such change.

c. In the event if there are one or more Purchaser, both/all the Purchaser have agreed that the deposit/ refund made to the above account shall be construed as receipt of the balance refundable amount towards their full and final settlement.

5. CONSTRUCTION OF THE SCHEDULE "C" APARTMENT:

5.1 The Developer shall construct the Schedule "C" Apartment as per the Sanctioned Plans and in accordance with the Specifications set out in Annexure -1. The Developer shall not make any changes to the Schedule "C" Apartment, without the consent of the Purchaser. The Developer shall carryout the construction as per the sanctioned plan and shall not put up any additional construction in the Project, except as provided in the Act and applicable laws.

5.2 It is clarified that the Seller/Developer shall be entitled to modify the Sanctioned Plans adhering to the conditions imposed by the Authority, without any changes to the location and the size of the Schedule 'C' Apartment, overall Project size and configuration.

6. COMPLETION OF THE PROJECT & HAND OVER OF THE SCHEDULE 'C' APARTMENT:

6.1 Subject to the Purchaser having complied with the obligations under this Agreement, including timely payment of Balance Sale Consideration as per the agreed Payment Plans and paying all other amounts under this Agreement and

there being no events of Force Majeure, the Developer shall complete the Project within the Completion Period and hand over possession of the Schedule 'C' Apartment to the Purchaser complete in all respects as per the agreed Specifications.

6.2 The Purchaser shall, on Developer issuing notice of possession, pay all the amounts due and payable under the Payment Plans and any other amounts payable under this Agreement and take possession of the Schedule "C" Apartment and also take registration of the Sale Deed as provided hereunder.

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

6.4 Failure on the part of the Purchaser to make payment to the Developer and take possession of the Schedule 'C' Apartment under aforesaid clause shall constitute a breach by the Purchaser, and the consequences of breach as provided in Clause 4 above in this Agreement shall become applicable and the Seller/Developer shall also be entitled to enforce any of their rights under this Agreement.

6.5 Upon expiry of such timelines provided under the Notice of Possession by the Sellers/Developer that the Schedule 'C' Apartment is ready for handover/possession, the Purchaser shall be liable to pay the Electricity charges, Water charges, Apartment maintenance charges, municipal property taxes, levies, Common Area Maintenance Charges and any other amounts which the Purchaser is required to pay under this Agreement whether or not the possession is actually taken by the Purchaser and if the Sellers/Developer has not terminated this Agreement for breach by the Purchaser under the aforesaid clause.

6.6 **Failure of the Purchaser to take Possession of Apartment Unit** - Upon receiving Notice of Possession from the Developer as per Clause 6.2 above, the Purchaser shall take possession of the Schedule 'C' Apartment from the Developer by executing necessary undertakings and such other documentation as prescribed in this Agreement and/or as required by the Developer, and the Developer shall handover possession of the Schedule 'C' Apartment to the Purchaser. Without prejudice to any other rights that may be available to the Developer under Applicable Laws or otherwise under this agreement, in the event the Purchaser delays or otherwise fails to take over the physical possession of the Schedule 'C' Apartment for a period beyond 3 (three) months from the Notice of Possession Expiry Date, the Purchaser shall be liable to pay to the Developer the holding charges @ Rs.5/- per sq. ft. of Carpet Area of the Schedule 'C' Apartment per month, till actual date of taking over possession of the Schedule 'C' Apartment by the Purchaser ("Holding Charges"). It is clarified that the Holding Charges shall be a distinct charge and are not forming part of any other charges/consideration as contemplated in this Agreement. Further, the aforesaid charges shall be in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Purchaser.

6.7 **Handover Timelines & Sale Deed obligations:** Subject to receipt of the entire Sale Consideration and all dues as per the Payment Plan hereof, the Purchaser shall, upon issuance of the Occupancy Certificate for the Apartment, execute and register the Sale Deed and simultaneously take possession thereof. The Developer is hereby permitted to complete and handover the Project amenities, facilities and related common areas within the Completion Period committed under RERA.

7 RIGHT OF THE SELLER/DEVELOPER TO DEVELOP THE PROJECT:

7.1 The Purchaser agrees that the Seller/Developer shall have an unobstructed right without any hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.

7.2 The Schedule “B” Property is free of any mortgages or charges or encumbrances. In the event the Seller taking any loans for construction and completion of the Project against the security of the Schedule “A” Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule “B” Property and/or the Schedule C Apartment.

7.3 The Purchaser is fully aware and has understood the Disclosures made by the Seller pertaining to the Project.

8 REPRESENTATIONS AND WARRANTIES:

8.1 The Seller/Developer acknowledges that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule “B” Property and the Schedule “C” Apartment from the Seller, taking into consideration the Disclosures made by the Seller under Clause 9 below and based on the representations and warranties set out below (the "Seller’s Warranties"):

a) that the Seller is the absolute owner of the Schedule “A” Property in possession of the Schedule “A” Property and no Person other than the Seller have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule “A” Property and that the Seller have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule “A” Property;

b) that the Seller has every right and power to enter into this Agreement and upon execution, this Agreement, would constitute legal, valid and binding contract between the Purchaser and the Seller/Developer.

c) that the Schedule “A” Property is not the subject matter of any acquisition proceedings and there is no notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule “B” Property and Schedule “C” Apartment;

d) that the Seller is not restrained by any court or order from any Authority from alienating the Schedule “A” property or any part thereof in the manner herein contemplated;

e) that all approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;

f) that the Seller/Developer have duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion of the Project;

g) that the Seller/Developer agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring transferring the title of the Schedule “B” Property and Schedule C Apartment to and in favour of the Purchaser;

h) that the Seller has not been restrained in any manner whatsoever from selling the Schedule “B” Property and/or Schedule ‘C’ Apartment in the manner contemplated under this Agreement.

i) that, the Seller shall be obligated to resolve litigations which may arise, hereafter solely at its cost and shall keep the Purchaser fully and completely indemnified against any claims, costs and expenses which the Purchaser may be subjected to on account any defect or want of title on the part of the Seller to sell the Apartment Unit hereby agreed to be sold.

8.2 The Purchaser acknowledges that the Seller/Developer have entered into this Agreement and have agreed to sell the Schedule “B” property and Schedule ‘C’ Apartment, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

a) that the Purchaser is legally competent to enter into and is/are able perform his/her/their obligations under this Agreement ;

b) that the Purchaser has been furnished with copies of all the title deeds relating to Schedule “A” Property and copies of all approval secured by the Developer including the Sanctioned Plans and the Purchaser has entered into this Agreement after independently verifying title of the Seller to the Schedule ‘A’ property and approvals taken by the Developer and their right to develop Schedule ‘A’ Property under various documents narrated above in preamble of this Agreement;

c) that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Seller/Developer as detailed in Clause 9 below and after understanding the same, the Purchaser has entered into this Agreement.

9. DISCLOSURES:

9.1 The Purchaser acknowledges and confirms that the Seller/Developer has made following disclosures to the Purchaser and the Purchaser has reviewed

all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Seller/Developer to undertake every action as per Disclosures.

a) that, the sale of the Schedule 'B' Property, being the undivided share of land in the Schedule 'A' Property is only to enable the Purchaser to co-own, along with all other purchaser/s of the Apartments in the Project. However, on completion of the Project and execution of the Sale Deed, the Schedule 'C' Apartment by itself becomes a separate heritable and transferable immovable property as defined under the Act and also within the meaning of Karnataka Apartment Ownership Act, 1972 and what is agreed to be sold under this Agreement is the Schedule 'C' Apartment and the ownership of the Schedule 'B' Property is incidental to the ownership of the Schedule 'C' Apartment. The Purchaser has agreed that the undivided share may stand varied depending upon the final plans, overall Super Built Up Area of the Project, relinquishment of land to various Authorities. Accordingly, the quantum of undivided share to be conveyed would be finally declared in the Sale Deed.

b) that, the Developer has reserved the right to modify the Development Plan adhering to the conditions imposed by the Authority and shall also be entitled to reposition the parks and open spaces within the Schedule 'A' Property, if required. The Developer will be developing few of the amenities in the parks and open spaces as per the approved plan.

c) that, the Common Amenities and Facilities and the Common Areas in the Project will have to be maintained by the Association of Apartment Owners of the Project irrespective of their location of such Common Area and the Common Amenities and Facilities in the Project.

d) that, the sale of the Schedule 'B' Property is only for enabling the Purchaser to get constructed and own the Schedule "C" Apartment and not for any other purpose. Purchaser has agreed that, the undivided share shall vary and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly, the quantum of undivided share to be conveyed would be finally declared in the Sale Deed.

e) that, the Schedule 'C' Apartment can be used for residential purposes and in terms of the rules and regulations formulated by the Seller/Developer and/or the Association of Apartment Owners as well as the terms set out in the Bye Laws of the Associations.

f) that, the Seller/Developer will be forming an Association of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1972 pertaining to the Project and a Deed of Declaration will be executed.

g) that, the Schedule 'C' Apartment can be used only for residential purposes and cannot be used for any other purposes.

h) that, the Seller/Developer will be granting exclusive rights to use and right to deal with Limited Common Area to other purchaser/s of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

i) that, the Seller/Developer shall provide the necessary infrastructure, distribution network, internal pipelines, chambers, connection points and allied systems required for water supply, sewerage and utility services within the Project. The Seller/Developer shall also provide and maintain, until handover to the Association of Purchasers, the borewell infrastructure, sewage treatment plant (STP) and such other interim systems as may be required for occupation and use of the Project. The Purchaser acknowledges that the commissioning and operationalisation of permanent utility connections and services from governmental, statutory or utility authorities, including without limitation water supply, underground drainage/sewerage connections, piped gas connections and similar external utility services, are subject to the policies, schemes, approvals, availability and operational requirements of the concerned authorities and are beyond the Developer's control. The Developer's obligation in relation thereto shall be limited to providing the requisite infrastructure upto the entry point/ access point of the Project.

j) that, the allotment of the carparking spaces will be based on the plan provided by the architects. Electric Vehicle (EV) parking spaces or additional car parking spaces, if requested, will be allocated subject to availability and at the price prevailing at the time of allotment.

k) that, the total land extent under the Joint Development Agreement is 3 Acres & 16.5 Guntas and 3.5 Guntas of kharab land. However, the Seller/Developer during the process of obtaining the Development Plan has completed the rerouting of the Kharab, as such, presently the revised Kharab extent is 5 Guntas. Further, the total physical land extent available under the four corners of the Project is 3 Acres & 12.59 Guntas after deducting the revised Kharab extent. Therefore, the Undivided Share (UDS) shall be computed on the Schedule ‘A’ Property after calculating the necessary deductions, relinquishments and reservations, if any., under applicable law.

10. POSSESSION & CONVEYANCE:

10.1 Upon completion of the Project by the Seller/Developer and grant of Occupancy Certificate/ Partial Occupancy Certificate by Competent Authority, the Developer shall call upon the Purchaser to take possession of the Schedule C Apartment and the Purchaser shall come forward to take possession of the Schedule C Apartment within such period as mentioned in the intimation of possession by paying all the amounts payable under this Agreement to the Developer.

10.2 The Purchaser shall also come forward to get registration of the Sale Deed in respect of the Schedule B Property and Schedule C Apartment and the Parties

shall execute such Sale Deed and register the same within the timelines provided in such intimation letter, subject to receipt of E Khata as mandated by the Authorities.

10.3 The Purchaser shall also bear stamp duty, cess, registration charges, legal charges, costs and expenses associated with the preparation, finalisation, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

10.4 Upon the intimation by the Seller/Developer that the Schedule “C” Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser shall, make all payments under this Agreement as provided above, and shall come forward to take the Sale Deed as provided above. Failure on the part of the Purchaser to make payments and take the Sale Deed shall constitute breach on the part of the Purchaser, and the consequences as provided in this Agreement shall become applicable and the Seller/Developer shall be entitled to enforce any of its rights thereunder.

10.5 The Purchaser shall also be liable to pay the electricity charges, municipal property taxes, levies and any other amounts which the Purchaser is required to pay under this Agreement on expiry the timelines provided under the intimation of possession by the Seller/Developer that the Schedule ‘C’ Apartment is ready for handover, even if the possession and conveyance is not taken and the Seller/Developer have not terminated this Agreement.

10.6 Upon completion of construction of the Project, the Developer shall apply to the competent authority for issuance of the Occupancy Certificate. The Purchaser acknowledges that the grant of such Occupancy Certificate is a governmental and procedural process beyond the Developer's control, and accordingly, any time consumed by the competent authority in processing, approving or issuing the same shall not constitute or be construed as a delay, default or deficiency on the part of the Developer/Seller in completing the Project, offering possession or handing over the Schedule ‘C’ Apartment.

10.7 Upon obtaining Occupancy Certificate for the Apartment, the Developer shall apply to the competent authority for issuance of an e-Khata. The Purchaser acknowledges that the grant of such e-Khata is a governmental and procedural process beyond the Developer's control, and accordingly, any time consumed by the competent authority in processing, approving or issuing the same shall not constitute or be construed as a delay, default or deficiency on the part of the Developer in completing the Project, offering possession or handing over of the Schedule ‘C’ Apartment.

10.8 The Seller/Developer covenants to provide good, marketable and litigation-free title to the Project; provided, however, that any delay in construction, completion, registration or handover arising from any stay, injunction, restraint or other order of a court, tribunal or competent authority, not attributable to the

Developer's wilful default, shall stand excluded for all purposes and shall not constitute a delay or default by the Seller/Developer.

11 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE SELLER AS FOLLOWS:

11.1 That, the Purchaser shall not be entitled to claim conveyance of the Schedule "C" Apartment until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.

11.2 That, the Purchaser shall not seek partition or division or separate possession of the Schedule "B" Property and shall not object to the construction of buildings/structures on the Schedule 'A' Property by the Seller/Developer including apartments for sale to other purchasers and is not entitled to question or challenge the sale price agreed between the Seller/Developer and other Purchasers.

11.3 That, the Purchaser has independently verified the title of the Seller/Developer to the Schedule "A" Property and all sanctions/approvals taken for construction of the Project before entering into this Agreement. The Purchaser is satisfied with all representations and disclosures made by the Seller/Developer concerning the Project and this Agreement constitutes full and complete understanding arrived at between the Seller/Developer and the Purchaser and there are no other representation whether oral or otherwise.

11.4 That, the Sale Consideration fixed and agreed herein is based on mutual negotiations between the Purchaser and the Seller/Developer and the Purchaser shall have no right to renegotiate the same under any circumstances. The Seller/Developer is/are completely free to agree to fix any other sale consideration with other apartment purchasers in the Project.

11.5 That, the Purchaser along with other purchaser/s of the apartments in the Project undertake to join the Owners Association to be formed by the Seller/Developer. The Purchaser along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972 adopting the Deed of Declaration to be executed by the Seller/Developer.

11.6 That, the Purchaser and the Owners Association shall take over the maintenance of the Project in terms of Clauses of this Agreement.

11.7 Upon receipt of the Occupancy Certificate the Purchasers, collectively or through the Association, shall at their sole cost and expense get transferred to their name, take over, operate, maintain, renew and keep in force all statutory approvals, licences, permissions and utility services relating to the Project and common areas, including approvals from the Fire Department, Pollution Control Board, BESCOM, BWSSB and other competent authorities, and facilities such as lifts, STP, OWC, DG sets and other common installations, and the Developer shall thereafter have no responsibility or liability in relation thereto. Further, the Seller/Developer shall not be held liable for any fees, penalty or

levies for defaulting/delay in obtaining such approvals in their name or in the name of the Association.

11.8 That, after the Project is handed over to the Owners Association, the Seller/Developer 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 Common Areas, Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

11.9 That, after the maintenance of the Common Areas and Common Amenities and Facilities is handed over to the Owners Association, the Seller/Developer 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 regard to the Common Areas, Common Amenities and Facilities of the Project.

11.10 That, all statutory payments including property taxes in respect of the Schedule "C" Apartment shall be borne and paid by the Purchaser from the date of expiry of the timeline provided in the intimation of Possession. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Seller/Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Seller/Developer of any instances of taxes on this Agreement, accruing in future.

11.11 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D" in the enjoyment of the Schedule "C" Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "A" Property.

11.12 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule "A" Property.

11.13 It's an essential term of the sale under this Agreement that the Purchaser shall not be entitled to change/alter the name of the Project, i.e. **"PRESTIGE AVON"** to any other name. However the Seller/Developer shall be entitled to make the change in the name at any time before completion of the Project and before executing any Sale Deed in favour of any buyers of apartments in the Project. The Seller/Developer shall also be free to name individual Buildings/ Towers and also the Club House.

11.14 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Apartment to the Purchaser. The Seller/Developer shall have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to

the Purchaser. The Seller/Developer are not responsible for any thefts during the course of the interior works.

11.15 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Seller/Developer to terminate this Agreement, and in which case the consequences of termination under Clause 4.4 would follow .

11.16 The Purchaser covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall not obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.

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

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

11.19 The Purchaser confirms having provided the following Personal Data to the Developer:

i. Permanent Account Number (PAN);
ii. Identity Proof;
iii. Address Proof; and
iv. Bank Account Details.

The Purchaser confirms the accuracy and completeness of the Personal Data so provided. The Personal Data provided by the Purchaser will be utilized by the Developer for the purposes of: (i) satisfying KYC norms; (ii) preparation of this Agreement and related deeds and documents to be executed in the future; and (iii) for the purpose of regular communications, including any notices to be sent under this Agreement to the Purchaser. The Purchaser also consents to the Developer sharing such Personal Data with third parties, including but not limited to, the auditors, external legal counsels, and statutory authorities as and when required for the purpose of this transaction. The Purchaser agrees to such collection and use of such Personal Data, and the Purchaser shall be entitled to amend the Personal Data, as and when required.

11.20 **Data Processing, Storage and Consent:** That the Developer is in the process of implementing certain policies in compliance with the Digital Personal Data Protection Act, 2023 and rules framed thereunder (collectively “DPDP”) and

until such transition (in the interim), has disclosed and obtained following consent from the Purchaser:

a. That for the purposes of (i) identification, booking, allotment, execution & registration of agreements / deeds; (ii) record / book keeping for taxational, audit, statutory, regulatory & judicial compliance; (iii) Purchaser relationship management & Purchaser-banker (if loan is availed) documentation, and all other matters incidental or connected to the sale, transfer, conveyance, maintenance and enjoyment of the Schedule 'B' Property and Schedule 'C' Apartment by the Purchaser; the Developer may collect, receive, record, access, store, digitize, organize, classify, process, use, transmit, share, disclose, retain, archive, dispose-off and otherwise deal with the Purchaser's personal and digital information ("**Permitted Use**").

b. Such personal information and documents may include, without limitation, the Purchaser's name, address, contact details, photographs, signatures, Permanent Account Number (PAN), Aadhaar details, tax records, residential status, banking details, KYC documents, correspondence, payment information and any other information or document furnished by the Purchaser during the course of the transaction or thereafter in connection with the Schedule 'B' Property and Schedule 'C' Apartment (collectively "Personal Information").

c. The Purchaser further acknowledges that the processing, storage, sharing and retention of personal data as contemplated under this Clause constitute an essential part of the transaction and the Developer's ability to perform its obligations under this Agreement. To the extent permitted under applicable law, the Purchaser hereby grants and confirms consent for such processing activities as described herein.

d. The Purchaser shall provide such necessary confirmations / further consents in the form and manner as may be decided and adopted by the Developer pursuant to implementation of such DPDP & policies; however, this consent shall be deemed conclusive, binding and final in the event the Purchaser fails to respond to the Developer's intimation in this regard.

11.21 Compliance with upcoming apartment laws:

a. That the Karnataka state government is in the process of enacting new laws governing apartment ownership and its association thereby replacing the Karnataka Apartment Ownership Act, 1972; and therefore upon such enactment, the Seller / Developer is hereby expressly permitted to make such necessary changes / modifications to the manner in which the Project, common areas, common facilities, parking spaces, carpet areas, built-up, super built-up areas, undivided share in the Project are all determined and calculated, association affairs, maintenance arrangements, documentation, governance structure and ownership records are managed.

b. The Purchaser agrees that the Developer shall be entitled to undertake such actions, execute such documents, issue such declarations, make such disclosures and implement such changes as may be reasonably necessary to comply with any such applicable law and the Purchaser shall provide all

cooperation and execute all documents reasonably required for such compliance as and when requested by the Developer/Seller.

c. Until sale and conveyance, the Developer shall continue to enjoy all rights, title and interests in respect of the unsold apartments, parking spaces, commercial units and other saleable premises, including voting rights, membership rights and usage rights attributable thereto.

11.22 Foreign Exchange Management Act (FEMA), 1999: The Purchaser clearly and unequivocally confirms that in case remittances related to the Total Sale Consideration and/or all other amounts payable under this Agreement for the Schedule 'B' Property and Schedule 'C' Apartment are made by non-resident/s/ foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser(s) to comply with the provisions of the FEMA or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Seller / Developer with such permission/approvals/no objections to enable the Seller/Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser(s) shall be the sole responsibility of them. The Seller / Developer accepts no responsibility in this regard and the Purchaser(s) shall keep the Seller/Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate in writing to the Seller/Developer immediately and comply with all the necessary formalities, if any, under the relevant laws.

11.23 Anti-Money Laundering: The Purchaser(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the them under this Agreement towards the purchase of the Schedule 'B' Property and Schedule 'C' Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, amendments, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time-to-time (collectively "Anti Money Laundering"). The Purchaser(s) further declare(s) and authorize(s) the Seller/Developer to give Personal Information of the Purchaser(s) to any statutory authority as may be required from time-to-time. The Purchaser(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser(s) further agree(s) and confirm(s) that in case the Seller/Developer becomes aware and/or in case the Seller/Developer is notified by any government authorities of any instance of violation of Anti- Money Laundering, then the Seller/Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Purchaser(s) shall not have any right, title or interest in the Unit neither have any claim/demand against the Seller/Developer, which the Purchaser(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser(s) shall be refunded by the Seller/Developer to them in accordance with the terms of this Agreement only after the Purchaser(s) furnishing to the Seller/Developer, a no-

objection / consent letter from the government authorities permitting such refund of the amounts to the Purchaser(s). Furthermore, the Purchaser(s) acknowledge(s) and confirm(s) that the Schedule 'B' Property and the Schedule 'C' Apartment is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 ("Benami Act"). The Purchaser(s) understand(s) and agree(s) that in the event the Schedule 'B' Property and Schedule 'C' Apartment is found to be a 'benami property' as defined under the said Benami Act and any proceedings are initiated under the Benami Act against the Seller/Developer or the Schedule 'B' Property and Schedule 'C' Apartment, the Seller/Developer shall have the right to take appropriate legal action to protect its interests and the interests of bona fide Purchasers. The Purchaser(s) shall fully cooperate with the Seller/ Seller/Developer and provide any assistance and documentation as may be required in such proceedings. It is also expressly agreed by the Purchaser(s) that in the event the Unit is confiscated by the appropriate Government Authorities under the provisions of the Benami Property Transactions Act, 2016, the Seller/Developer shall not be liable to refund any amount paid by the Purchaser(s) under this Agreement, and the Purchaser(s) shall have no claim, whatsoever, against the Seller/Developer in respect of such confiscated property.

12 NATURE OF RIGHT OF USAGE:

12.1 The Purchaser shall use the Schedule 'C' Apartment only for residential purposes.

12.2 If the Purchaser is allotted any car parks the same shall be used only for parking cars/LMVs and it shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

12.3 All the Common Areas, Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Owner's Associations and as provided herein.

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

13 ASSIGNMENT:

13.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity, except as provided herein.

13.2 That, the Purchaser shall not be permitted by the Seller/Developer to transfer/assign his/her/their rights under this Agreement for a period of ____ from the date of this Agreement and until payment of _____ of the Total Sale Consideration.

13.3 Any assignment shall be, subject to clause above, shall be permitted only by way of written agreement between the Seller and the Purchaser and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of . ____/- (_____) per square foot of the super built up area of Schedule 'C' Apartment plus applicable taxes. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

14. CLUB AND MEMBERSHIP OF THE CLUB:

14.1 The Developer is developing as part of the Project a club house in a portion of the Schedule 'A' Property, consisting of a gymnasium, swimming pool, badminton court, health club, children's play area, multipurpose hall, billiards, yoga and aerobics, kids pool, mini theatre, indoor games etc., (hereinafter referred to as the Club) as detailed in **Annexure - 6**. The club house and amenities therein shall be Common Area and Common Amenity and only the Owners/Occupants of Apartments in the Project shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may be prescribed by the Developer or the agency appointed for the maintenance of the common areas and facilities in the Project or the agency operating the Club or the Owners Association, from time to time.

14.2 The owners /occupants of apartments in the Project are not required to separately pay any membership fee to get admitted or make use of the Club. However, no owner of an Apartment in the Project shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The Purchaser and his immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the apartment is leased/rented out by the Purchaser, the occupant of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.

14.3 The owners/occupants of the Apartments in the Project shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Developer/Agency operating the Club/Owners Association, from time to time.

14.4 Subject to the other terms, conditions, rules and regulations governing the Club and its facilities/amenities, the right to use the Club shall vest only in the person(s) occupying the Apartment. Accordingly: (i) where the Apartment is owned by a partnership firm, Association of Persons (AOP), Public Limited Company or Private Limited Company, only such person(s) authorized by the owner entity to occupy the Apartment shall be entitled to use the Club and its facilities/amenities, provided that the number of such authorized occupants shall be in line with the usage rights ordinarily available to occupants of other similar Apartments in the Project; (ii) where the Apartment is acquired by inheritance, the person inheriting and occupying the Apartment shall be entitled to use the Club and its facilities/amenities; (iii) where the Apartment is jointly owned, the co-owners occupying the Apartment shall be entitled to use the Club and its facilities/amenities;

14.5 It is clarified that the maintenance and management of the Club, upon completion of the Project, shall initially be undertaken by the agency appointed by the Developer as part of the overall scope of Common Area Maintenance of the Project and the said agency shall be entitled to stipulate rules and regulations including the charges for usage of any of the Club amenities. Upon formation of Owners' Association, the maintenance and management of the Club and the Club amenities shall be taken over by the Owners' Association. It is further clarified that no owner of an Apartment in the Project shall claim any exclusive right or ownership over the Club and/ its amenities and assets.

14.6 The Developer shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the owners and occupants of Apartments.

14.7 All the income arising out of the Club and its facilities, after deducting expenditure for running, maintaining and operating the Club shall accrue to the Developer/Agency appointed by the Developer for operating the Club till the formation of Association of Apartment Owners.

14.8 It is clarified that non operation of Club or any of the above facilities for any reason whatsoever shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment and the Purchaser shall take possession of the Schedule 'C' Apartment even if Club and above facilities are non-operational, if the Schedule 'C' Apartment is ready and complete in all respects as per the Specifications. However, the Developer shall complete the construction of the said Club and above facilities before the Completion Period

14.9 The facilities of the Club is available for the benefit of the owner/occupant of the Apartments in the Project and in the event of transfer of ownership of the Apartment, the transferee of the Apartment will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

14.10 All the owners / occupants of the Apartments in the Project shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club from time to time for using the facilities therein including payments of necessary charges.

15 TAXES AND FEES:

15.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule 'C' Apartment. It is clarified that the Purchaser shall pay property taxes in respect of the Schedule 'C' Apartment from the date it is assessed separately to property taxes by the concerned statutory authority.

15.2 The Purchaser shall be liable to pay such Common Area Maintenance Charges (CAM Charges) on expiry of 60 days from date of issuance of Notice of Possession by the Sellers/Developer that the Schedule 'C' Apartment is ready for handover/possession from the date the Schedule 'C' Apartment whichever

is earlier. The Purchaser shall pay the advance CAM Charges and contribution to maintenance corpus fund stipulated in **Annexure '3'**.

16. OWNERS' ASSOCIATION:

16.1 An Association of Apartment Owners (Owners Association) will be formed by the Seller at anytime and within 3 (three) months from the date on which 50% of the apartments are registered in favour of the prospective Purchasers in the Project. The occupation and use by the Purchaser of the Schedule "C" Apartment and all Common Areas, Common Amenities & Facilities in the Project shall be governed *inter alia* by the rules and regulations contained in the Deed of Declaration and Bye laws of the Association from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule "C" Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

16.2 The Purchaser/s shall, in accordance with Section 19(9) of the Act, promptly participate and cooperate in the formation and registration of the Association without delay or demur. Any failure, refusal or delay by any Purchaser/s in this regard shall not constitute a default, breach or deficiency on the part of the Seller/Developer. The Purchaser/s collectively covenant to assume and discharge all responsibilities, liabilities, obligations and undertakings required to be performed by the Association, notwithstanding any delay in its formation or registration.

17 MAINTENANCE OF THE SCHEDULE 'C' APARTMENT:

17.1 The Purchaser, after the expiry of the timeline provided in the Possession intimation letter, by the Seller/Developer that the Schedule "C" Apartment is ready for possession and occupation, whether possession of the same is actually taken or not, shall be liable to pay all outgoings, municipal taxes, cesses, and water tax, maintenance costs, electricity charges and expenses for upkeep of the Schedule 'C' Apartment and also other costs such as insurance, common area maintenance charges of the Project as determined by the Seller and/or Owners Association.

17.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Apartment apart from the rules and regulations of the Association.

17.3 The Purchaser shall permit the Owners Association and/or maintenance agency to enter into the Schedule "C" Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

17.4 The Purchaser acknowledges that, the agency appointed by the Seller/Developer will be the exclusive Common Area maintenance service Provider for the maintenance of all Common Areas, Common Amenities and

Facilities of the Project for a period of _____ . Thereafter the Owners Association shall take over the maintenance of all the Common Areas, Common Amenities & Facilities in the Project. The advance CAM charges stipulated in **Annexure '3'** for such common area maintenance services shall be paid by the Purchaser in advance along with all other amounts payable on receipt / issuance of Notice of Possession. The Purchaser and other owners of the Apartments in the Project shall not make arrangements with any outside agency till the completion of two years. Broad scope of common area maintenance services are specified in **Annexure '7'**. The Purchaser shall also pay the amount specified in **Annexure '3'** towards maintenance corpus which will be transferred to the Owners Association on its formation and taking over of the common area maintenance. Until such time same shall be maintained by the Seller/Developer.

18 DEFECT LIABILITY PERIOD:

a. The Developer shall, during the period of five (5) years from the date of intimation of possession or possession, whichever is earlier, ("Defect Liability Period"), rectify at its cost any major structural defect in the Apartment informed by the Purchaser in writing to the Developer, provided such defect is not attributable to normal wear and tear, misuse, negligence, alteration, tampering, wrongful act or omission of the Purchaser and/or Association of Purchasers or any occupant, fire, accident, force majeure, lack of maintenance, or any other cause beyond the Developer's reasonable control. The Developer's liability shall be limited solely to repair or rectification of such structural defects and shall exclude any indirect, consequential, special or incidental loss or damage.

19 TERMINATION BY PURCHASER:

19.1 In the event of (i) there being any delay in completion and securing the Occupancy Certificate by the Seller, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Seller/Developer on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:

a) continue with the Agreement, in which event the Seller/Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Seller/Developer;

or

b) terminate this Agreement and on such termination the Seller/Developer shall refund within 45 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. Upon termination, the Seller/Developer will be entitled to deal with the Schedule "C" Apartment without claim from the Purchaser.

19.2 The Seller/Developer will be entitled to extension of time for completion of the Project, if the same is delayed by any Force Majeure events.

19.3 If the Purchaser desires to terminate/cancel this Agreement without any reasons, the Purchaser shall notify the Seller/Developer of his/her/their intent to terminate in writing and by submitting the original of this Agreement and this Agreement shall stand terminated without any requirement of any further documentation. The notice of termination coupled with return of original of this Agreement shall serve as the document evidencing termination. On termination by the Purchaser, the Seller/Developer shall be entitled to forfeit the Non Refundable Amount, which includes the Earnest Money of the Sale Consideration payable by the Purchaser under this Agreement and refund the balance amount paid by the Purchaser within 45 days from the date of termination.

20 NOTICES:

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address, if the party changing the address has not intimated in writing the change in the address.

21. MISCELLANEOUS:

(a) **Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(c) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) Entirety

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule "C" Apartment.

(f) Stamp Duty, Registration Charges etc.

i) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively.

ii) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Seller shall have no liability in respect thereto. The Purchaser acknowledges that without payment of applicable stamp duty and registration fee the Seller/Developer will not be able to execute sale deed in favour of the Purchaser therefore the Seller/Developer shall be deemed to have discharged of its obligation to register the sale deed in favour of the Purchaser upon sending an intimation to the Purchaser that the Seller/Developer are willing to execute the sale deed in favour of the Purchaser subject to Purchaser discharging all his/her/their obligations under this agreement and paying the required cost of registration including applicable stamp duty and registration fee.

(g) Dispute Resolution

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

Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(h) Governing law and Jurisdiction

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

22. PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:

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

(a) **Owner** **:**
(b) **Developer** **:** **AABCP 8096 K**
(c) Purchaser :

:SCHEDULE 'A':

(Description of the Land on which Project is Developed)

ALL that piece and parcel of the non – agricultural residential converted lands bearing survey numbers 96 (Old No. 55/P-30) and 97 (Old Sy.No. 55/P-31) in all admeasuring 3 Acres 12.59 Guntas and 5 Guntas of Kharab, situated in Bellahalli Village of Yelahanaka Hobli, Bangalore North Taluk, Bangalore Urban District and presently bearing EPID No._____ in the records of Bengaluru North City Corporation and situated at Bellahalli, Municipal Ward No.____ of _____, Bangalore and bounded on the :

East by	:	Sy.No.55;
West by	:	Thanisandra Main Road;
North by	:	Sy.No.87 & 88; and
South by	:	Sy.No. 55 & 82.

:SCHEDULE 'B':

(Description of the Undivided Share agreed to be sold)

_____/_____th undivided right, title and interest and ownership in Schedule "A" Property

:SCHEDULE `C':

(Description of the Apartment being Constructed)

All that Residential Apartment bearing **No._____,** situated on **_____ Floor, Tower-_____** in the Project viz., '**PRESTIGE AVON'**, being constructed on Schedule 'A' Property and Apartment measuring **_____ Sq. Ft., (___ Sq. Mtrs.,)** of carpet area and **____ Sq. Ft., (___ Sq. Mtrs.,)** of proportionate share in common areas such as, lobbies, lifts, staircases and all other areas of common use and totally measuring **_____ Sq. Ft., (___ Sq. Mtrs.,)** of super built-up area, with right to use **_____** Car Parking Space/s in the Lower/Upper Basement Floor is bounded by :

East :
West :
North :
South :

:SCHEDULE 'D':

:RIGHTS OF THE PURCHASERS:

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

1) The right to get constructed and own the Apartment described in the Schedule 'C' above for residential purposes subject to the terms of this Agreement.

2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes to use the entrance lobbies, elevators, staircases, and other Common Areas in the Building for ingress and egress and use in common;

3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building;

4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drains and, cables which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;

5) Right to lay cables or wires for cable television, telephone, board band and such other installations through specific ducting provided for the same in any part of the Building, however, recognizing and reciprocating such rights of the other owners;

6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the pipes, cables, wires etc., causing as little disturbance as possible to the other owners and making good any damage caused.

7) Right to use along with all other owners all Common Amenities & Facilities provided in the Project subject to such common rules maintenance of common areas and amenities.

8) Right to use and enjoy the Common Areas, Common Amenities and Facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.

9) Right to make use of all the common roads, driveways and passages provided in Schedule `A' Property to reach the Schedule `C' Apartment without causing any obstruction for free movement therein.

:SCHEDULE 'E':

:OBLIGATIONS ON THE PURCHASERS:

1) Not to raise any construction in addition to that mentioned in Schedule `C' above.

2) Not to use or permit the use of the Schedule `C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule `A' above.

3) Not to use the space in the land described in Schedule `A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.

4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule `A' Property.

5) Not to decorate the exterior part of the Schedule `C' Apartment being constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in **"PRESTIGE AVON"**

6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.

7) The Purchaser shall have no objection whatsoever to the Developer maintaining Common Areas, Common Amenities and Facilities of the Project through an Agency under the management of the Developer and later hand over the same to Owners Association as soon as it is formed and the Purchaser has/have given specific consent to this undertaking.

8) The Purchaser shall become a Member of the Owners Association to be formed amongst the Owners of Apartments in Project and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Owners Association to be formed and pay the membership fee and other fees that may be agreed. The maintenance of all the Common Areas, Common Amenities and Facilities of Project shall be done by Agency to be appointed by

the Developer until formation of Owners Association and the Purchaser shall pay all CAM Charges in terms of this Agreement to such the Maintenance Agency engaged by the Developer.

9) It is hereby clarified and agreed that all expenses relating to maintenance of Common Areas, Common Amenities & Facilities, open spaces, parks, gardens (other than private gardens) shall be borne by the Owners of Apartments in the Project proportionately i.e. based on the Super Built Up Area of the Apartment. No owner of an Apartment in the Project is exempted from payment of CAM Charges by waiver of the use or enjoyment of all or any Common Areas, Common Amenities & Facilities or by non-occupation of the Apartment.

10) The Purchaser/s shall use the Apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchaser shall not use the Schedule 'C' Apartment as serviced apartment or transit accommodation or let it out on temporary basis.

11) The Purchaser shall not alter the elevations of the Buildings/Towers.

12) The Purchaser shall from the date of possession, maintain the Apartment at their cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said Apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Bengaluru Development Authority or any other Authority. The Purchaser shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer/ Maintenance Company /Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners.

13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the Apartments in the Project that:

a) the name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.

b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.

c) the Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said Apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said Apartment.

d) the Purchaser/shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of Schedule 'A' Property/ the Project which may cause any nuisance or obstruction or hindrance to the other owners.

e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Developer as per the act. The Purchaser/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration.

14) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.

15) As the Purchaser will be one of the Owners of the Apartments in the Project the Purchaser shall be entitled to use in common with all the other buyers/ owners in the Common Areas, Common Amenities and Facilities listed in **Annexure- 4** & **Annexure- 5**.

16) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by:-

a. closing the lobbies, stairways, passages and parking spaces and any other areas of common use;

b. making any alterations in the elevation or both faces of external doors and windows of the Apartment to be acquired by Purchaser which in the opinion of the Developer or the Owners Association or Seller differ from the overall scheme of the building.

c. making any structural alterations inside the Apartment or making any fresh openings;

d. defaulting in payment of any taxes or levies to be shared commonly by all the Owners or common expenses for maintenance of the Project.

e. creating nuisance or annoyance or damages to other Owners/Occupants by allowing pounding, running machinery and causing similar disturbances and noises.

f. installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.

g. using the common corridors, stair cases, lift lobbies and other Common Areas either for storage or for use by servants at any time.

h. bringing inside or park in the Schedule 'A' Property any heavy vehicles without the prior approval of the Developer/Maintenance Agency Company/ Owners Association.

i. using the Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.

j. draping clothes in the balconies and other places of Apartment;

k. entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.

l. throwing any rubbish or garbage other than in the dustbin/s provided in the property.

m. undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer/Maintenance Company/ Owner Association.

n. creating any nuisance or disturbance or misbehave in the matter of enjoying the Common Amenities & Facilities provided for use by all the Owners of Apartments in the Project.

o. refusing to pay the CAM Charges or user charges or such sums as are demanded for use and enjoyment of Common Amenities & Facilities in the Club House of the Project.

p. trespass into private areas in Project or misuse the Common Areas, Common Amenities & Facilities.

17) the use of the Club House and Club House Amenities without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the usage charges prescribed for the use of any of the Club House Facilities.

18) The Purchaser shall park vehicles only in the parking space/area specifically acquired by the Purchaser and earmarked for the exclusive use of the Purchaser.

19) The Purchaser/s shall not throw garbage/used articles/rubbish in the Common Areas, parks/gardens, open spaces, roads /driveways in the Project. The Purchaser/ shall strictly follow rules and regulations for waste/garbage/debris disposal as may be prescribed by the Developer or Maintenance Agency or by the Owners Association, from time to time.

20) The Purchaser covenants to keep their domesticated pets within the Schedule 'C' Apartment in accordance with applicable laws, governmental regulations, Bengaluru North City Corporation/GBA circulars and Owners' Association bylaws as updated from time-to-time. The Purchaser further covenants to get their pets appropriately vaccinated, licensed (where required), and kept under reasonable control while in the common areas of the Project. The Purchaser is

responsible for cleaning and proper disposal of pet waste and for ensuring that pets do not cause undue nuisance, disturbance, injury or damage to persons or property. The Owners' Association may prescribe reasonable regulations relating to pet movement, use of common areas, hygiene and safety. The Purchaser shall not undertake or permit any commercial activities including breeding, trading, sale, or any such activity.

21) The Purchaser/s shall use all sewers, drains and water lines to be erected and installed in Schedule `A' Property and in the Project/Apartment/Building in common with the other Apartment Owners and to allow free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all such common amenities including 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 Owners Association to be formed by or amongst the Apartment Owners of the Project.

22) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment its parking space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes.

23) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the Project in Schedule 'A' Property.

24) All Common Areas, Common Amenities & Facilities shall be used in common and none of the Owners including the Purchaser shall bring any action for partition or division of any part thereof.

25) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Maintenance Agency/Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenant/s. Upon leasing, only the tenant/lessee shall be entitled to make use of the Club House Facilities and the Purchaser/s shall not be entitled to make use of any of the Common Amenities & Facilities including Club House Amenities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follow all the rules and regulations that may be prescribed for the Occupants of the Project.

26) The Purchaser shall be liable to pay to Developer/ Maintenance Agency/Owners' Association, as the case may be, expenses proportionately for maintaining all the Common Areas, Common Amenities & Facilities including but not limited to following based on the super built up area of the Schedule 'C' Apartment:

a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, periodical painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for equipment, replacement of fittings and provision of consumables of all Common Areas and places;

b. All taxes payable, service charges and all other incidental expenses in general.

c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;

d. all other expenses incurred for proper upkeep and maintenance of Common Areas and Common Amenities & Facilities within the Project including expenses/costs incurred for replacement of worn out equipment, machinery such as generators, elevators, pumps, motors etc.

27. The Purchaser(s) acknowledges and agrees that the extents described in Schedule 'B' & 'C' to this Agreement is recorded by the revenue authorities in the e-Khata in square meters and rounded-off to two decimals. Since the extents provided in Schedule 'B' & 'C' under this Agreement is in square feet & precise, there may be a difference between the two measurements (Agreement and e-katha) of up to ± 5 square feet as a result of metric conversion from square feet to square meters and rounding-off.

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

WITNESSES:

1)

for **M/s. PRESTIGE ESTATES PROJECTS LTD.,**

Authorized Signatory.
SELLER.

2)

for **M/s. PRESTIGE ESTATES PROJECTS LTD.,**

Authorized Signatory.
DEVELOPER.

PURCHASER/S.

LIST OF ANNEXURES

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ANNEXURE '1'

SPECIFICATIONS

STRUCTURE
- RCC Structure with aluminum shuttering

LOBBY
- Elegant lobby flooring in ground floor
- Basement & upper floor lobby flooring in vitrified tiles
- Lift cladding in marble / granite as per architect's design
- Service staircase and service lobby in cement tiles on the threads.
- All lobby walls will be finished with texture paint and ceilings in emulsion

LIFTS
- Lifts of suitable size and capacity will be provided in all floors

FLOORING
- Porcelain tiles in foyer, living, dining and corridors
- Wood-effect tiles in all bedrooms
- Vitrified tiles in balcony
- Vitrified Tiles in kitchen

KITCHEN
- No counter or sink will be provided in the kitchen and utility
- Dado Tiling will be provided in the Utility
- Exhaust fans will be provided

TOILETS
- Vitrified tiles for flooring and walls to the false ceiling
- All toilets with quartz countertop wash basins
- EWCs and chrome plated fittings
- Chrome plated tap with shower mixer
- Geysers will be provided in all toilets including Maids toilet
- Suspended pipeline in all the toilets concealed within a false ceiling
- Exhaust fans will be provided

INTERNAL DOORS
- 9 ft high main door frame in Timber and polished flush shutter

- 8 ft high Internal doors in Timber frame and laminated flush shutter
- 7 ft toilet doors in Timber frame and laminated flush shutter

EXTERNAL DOORS AND WINDOWS

- UPVC frames and shutters for all external doors
- UPVC framed windows with clear glass and provision for mosquito mesh shutters
- Balcony Railings in Glass

PAINTING

- Premium external emulsion on exterior walls
- Internal walls and ceiling in emulsion
- All railings in enamel paint

ELECTRICAL

- All electrical wiring is concealed in PVC insulated copper wires with modular switches
- Sufficient power outlets and light points provided for all apartments
- TV points in Living and all bedrooms
- Telephone point in the living room
- Data points in living and all bedrooms
- ELCB and individual meters will be provided for all apartments

SECURITY SYSTEM

- Security cabins at all entrances and exits
- CCTV coverage on all main entry and exit points

DG POWER

- Generator will be provided for all common areas
- 100% Backup for all apartments at additional cost

ANNEXURE '2'

PAYMENT PLAN FOR SALE CONSIDERATION

Date	Description	% of Sale Value
	On Booking/Earnest Money	10%+GST
	On initiation of Agreement	10%+GST
10-Feb-27	Instalment 1	3.4%+GST
10-Apr-27	Instalment 2	3.4%+GST
10-Jun-27	Instalment 3	3.4%+GST
10-Aug-27	Instalment 4	3.4%+GST
10-Oct-27	Instalment 5	3.4%+GST
10-Dec-27	Instalment 6	3.4%+GST
10-Feb-28	Instalment 7	3.4%+GST
10-Apr-28	Instalment 8	3.4%+GST
10-Jun-28	Instalment 9	3.4%+GST
10-Aug-28	Instalment 10	3.4%+GST
10-Oct-28	Instalment 11	3.4%+GST
10-Dec-28	Instalment 12	3.4%+GST
10-Feb-29	Instalment 13	3.4%+GST
10-Apr-29	Instalment 14	3.4%+GST
10-Jun-29	Instalment 15	3.4%+GST
10-Aug-29	Instalment 16	3.4%+GST
10-Oct-29	Instalment 17	3.4%+GST
10-Dec-29	Instalment 18	3.4%+GST
10-Feb-30	Instalment 19	3.4%+GST
10-Apr-30	Instalment 20	3.4%+GST
10-Jun-30	Instalment 21	3.4%+GST
10-Aug-30	Instalment 22	3.4%+GST
10-Oct-30	Instalment 23	3.4%+GST
31-Dec-30	On Intimation of Possession	1.8% + GST
31-Dec-30	On Intimation of Possession – Other Charges	100% + GST

GST as applicable payable additionally, with every instalment and on the Other Charges.

ANNEXURE '3'

DETAILS OF OTHER COSTS

ADDITIONAL CHARGES ON INTIMATION OF POSSESSION	
BESCOM Charges	Rs. 75 per sft
BWSSB Charges	Rs. 75 per sft
Generator charges	Rs. 85 per sft
Assessment Charges	Rs. 25,000/- per apartment
Advance CAM for 24 months	Rs. 144/- sft
Maintenance Corpus	Rs. 60/- sft

GST on Sale Value, BESCOM/BWSSB, Generator Charges is payable at 5%.

GST on Other Additional Charges (except Maintenance Corpus) is payable at 18%. GST is payable with each instalment and is subject to change.

ANNEXURE ‘4’

PROJECT COMMON AREAS

1. ENTRANCE / EXIT
2. ENTRY GATE
3. DROPOFF AREA
4. PET PARK
5. KIDS PLAY AREA
6. TODDLERS PLAY AREA
7. SEATING AREA
8. TREE PLAZA
9. GAZEBO
10. MULTIPURPOSE COURT
11. JOGGING TRACK
12. OUTDOOR GYM
13. CLIMBING WALL
14. SCRIBBLING WALL
15. PADEL COURT

ANNEXURE ‘5’

DETAILS OF COMMON AMENITIES AND FACILITIES

1. Underground Sump & pump room
2. Overhead tank
3. Sewage treatment plant
4. Transformer yard
5. DG Room
6. Pathways
7. Driveways
8. Entrance Lobbies
9. Lifts
10. Ramps
11. Apartment Parking in Basements
12. Services
13. Prop Management Office
14. Organic Waste Converter
15. Building Terraces

ANNEXURE '6'

DETAILS OF CLUBHOUSE AMENITIES

1. Lobby
2. Multipurpose Hall
3. Badminton Courts
4. Billiards
5. Provision for Creche
6. Mini Theatre
7. Indoor Games
8. Gymnasium
9. Yoga and Aerobics
10. Gents & Ladies Health Club
11. Swimming Pool
12. Kids Pool
13. Change Rooms (Male and Female)

ANNEXURE '7'

BROAD SCOPE OF COMMON MAINTENANCE SERVICES

1. Round–the–clock general security to the premises.
2. Maintenance and upkeep of common areas.
3. Maintenance and upkeep of landscaped areas.
4. Illumination of the common areas.
5. Maintenance and operation of elevators of the building.
6. Maintenance and operation of bore wells, sumps, overhead tanks and related motors to ensure water supply.
7. Maintenance and operation of generators for backup power.
8. Maintenance of common electro-mechanical installations.
9. Club House Management
10. Maintenance of Water Treatment Plant
11. Maintenance of Sewage Treatment Plant
12. Maintenance of Organic Waste Convertor
13. Waste management
14. Visitors' Management
15. Parking management and regulating vehicles within the premises.
16. Management of complaints of the Common Area.

***** Maintenance inside the individual units will not be under the ambit of PPMS Scope.