

Signature: _____

THIS AGREEMENT FOR SALE EXECUTED AT BANGALORE ON THIS
18 day of Nov Two Thousand Nineteen
(18-11-2019):

1. Mr. Sarfaraz Khan,
Aged about 50 years,
S/o Mr. S. Rahamathulla Khan,
Residing at D Villa, A-1, 1st floor, Edwards Road,
Adjacent to Queens,
Bengaluru- 560 001
2. Mrs. Shaheda Parveen.
Aged about 35 years.
W/o Mr. B. S. Mohammed Yasin,
Residing at No. 64, 14th Main, 23rd Cross,
3rd Block East, Jayanagar
Bengaluru- 560 011

Represented by their GPA Holder M/s Puravankara Limited (formerly Puravankara Projects Limited), a company incorporated under the Companies Act, 1956 and having its registered office at No. 130/1, Ulsoor Road, Bengaluru- 560042, represented by its Authorised Signatory.

(hereinafter referred to as the "VENDORS" which expression shall, wherever the context so requires or admits, mean and include, their heirs, executors, administrators and assigns).

Vendor/Developer/Confirming Party

Purchaser/s

AND:

M/S. PURAVANKARA LIMITED, (formerly known as Puravankara projects Ltd) a Company incorporated under the Companies Act 1956, having its Registered Office at No. 130/1, Ulsoor Road, Bengaluru - 560 042 Represented by its Authorised Signatory (Hereinafter referred to as the "DEVELOPER", which expression shall, wherever the context so requires or admits, mean and include, its successors in title and assigns)

AND : Mrs. Jyothi Parameswaran
Aged about 49 years
W/o. Mr. Swaminathan Krishnan
PAN No BUVPP2790J

AND : Mr. Swaminathan Krishnan
Aged about 50 years
S/o. Mr. K G Komarapuram
PAN No AZPPK3535L

Residing at : 665 666, Dwaraka, Vinayaka Nagar, HAL, Bangalore - 560017

(Hereinafter referred to as "PURCHASER/S" which expression shall, wherever the context so requires or admits, mean and include, his/her/their respective heirs, executors, administrators successor - in - title and permitted assigns)

I. RECITALS

1. WHEREAS the Vendor No. 1 and Vendor No. 2 are the absolute owners of all that piece and parcel of the Residential converted land in Survey Nos. 102 measuring 92000 Sq. Ft (for short referred as Said Property) situated at Kothanur Village, Ulsoorahalli Hobli, Bangalore South Taluk having acquired the same through Registered Partition Deed dated 11.01.2005 vide Document No. 5748/2004-05, in Book I, stored in CD No. JAYD39 and Release Deed dated 24.12.2004 vide Document No. 3510/2004-05, in Book I, stored in CD No. JAYD38 respectively both registered in the office of the Sub-Registrar, Jayanagar, Bangalore City;
2. WHEREAS the Vendor No. 1 along with his mother Mrs. Razia Begum and brother Mr. Shariyar Khan got the land bearing Sy. No. 102 measuring 3 Acres converted from Agriculture to Non- Agricultural residential purpose Vide Official Memorandum bearing No. BDG-ALN:SR(S): 305/2003-04 dated 06.12.2003 issued by the Deputy Commissioner, Bangalore District
3. WHEREAS subsequently Vendor No. 2 also got the land bearing Sy. No. 102 measuring 1 Acre converted from Agriculture to Non- Agricultural residential purpose vide Official Memorandum bearing No. ALN:SU(CR):49/2006-07 dated 04.08.2006 issued by the Deputy Commissioner, Bangalore District.
4. WHEREAS the Vendor and the Developer herein have jointly agreed to develop the Said Property and upon mutual discussions, have recorded their understanding by entering into a Joint Development Agreement dated 10.08.2006 registered as document No. KEN-I-17449/2006-07, in Book I, stored in CD No. KEND316 duly registered on 11.08.2006 in the office of the Sub-Registrar, Kengeri, Bangalore (hereinafter referred to as the JDA) for the joint development of the Said Property into residential complex. In furtherance of the JDA, the Owners herein have executed a registered Power of

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Attorney in favour of the Developer vide document dated 11.08.2006 and bearing No. KEN-4-00274-2006-07, in Book IV, stored in CD No. KEND316 duly registered on 11.08.2006 in the office of Sub-Registrar, Kengeri, Bangalore, authorizing the Developer to facilitate project development by putting up residential villas and to enter into Agreement of sale cum Construction with prospective purchasers for their share.

5. WHEREAS the Vendors in order to develop the Said Property through the Developer herein has obtained the Khatha certificate vide No. 18/102 and Khatha Extract both dated 24.08.2011 issued by Bruhat Bangalore Mahanagar Palike (for short referred as BBMP) for Sy. No. 102 measuring 80,000 Sq. Ft. Further on physical survey, it was found that the Said Property actually measures 75,035 Sq. Ft. However, the actual area considered for the purpose of development is 74,981 Sq. Ft which is morefully described in the Schedule A herein and hereinafter referred to as the "SCHEDULE A PROPERTY"
6. WHEREAS subsequently the Developer have also secured the plan sanction from BBMP vide LP No. Ad.Com/BMH/0653/2012-13 dated 03.11.2012 for the construction of residential villas known as "Purva Coronation Square" consisting of Ground plus three upper floors for 20 units.
7. WHEREAS thereafter the Vendors and the Developer have entered into Supplemental Agreement dated 18.05.2013 clearly demarcating the areas falling to their respective shares. Subsequently keeping in view the prospects of real estate development adjoining the Said Property, the parties felt it necessary and expedient to modify the aforementioned plan and accordingly had sought and obtained a modified plan sanction from BBMP vide LP No. Ad.Com/BMH/0653/2012-13/15-16 dated 11.12.2015 for putting up multi-dwelling units comprising two blocks wherein Block I consists of 8 Semidetached Villas (Ground plus three upper floors, Terrace Floor) and Block 2 consisting of 40 Residential Apartment (Stilt, Ground plus three upper floors, Terrace Floor).
8. WHEREAS on the basis of the modified Sanction Plan, the parties have identified their respective share of Semi-detached Villas and Apartments and have also entered into a Second Supplemental Agreement dated 03.06.2016 and a Third Supplemental Agreement dated 20.10.2016 clearly demarcating their respective entitlement in the Semi-detached Villas and apartments falling to their individual share.
9. Whereas the Purchaser being desirous of owning an apartment in the project has approached the Developer to purchase an Apartment bearing No. PCS-B004 of type Four Bedroom, having carpet area admeasuring approximately 162.85 sq. meters or having a super built up area of 232.53 Sq. Meter which is inclusive of proportionate share in the common area on the Ground floor in building B along with Two Grand Covered car parking space bearing No.PCS-B004 and exclusive right to use 15.51 Sq. Meter balcony/utility morefully described in the Schedule B herein and hereinafter referred to as the "Schedule B Property or Apartment" along with corresponding

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undivided share in Schedule A Property measuring 128.21 Sq. Meter more fully described in the Schedule C herein and hereinafter referred to as the "Schedule C Property or UDS".

10. Whereas after mutual discussions between the parties the developer hereby agrees to sell the Apartment to the Purchaser and the Purchaser hereby agrees to purchase the Apartment for total consideration of ₹ 1,81,20,549/- (Rupees One Crore Eighty One Lakh Twenty Thousand Five Hundred Forty Nine Only)
11. WHEREAS the Schedule B Property is part of the entitlement of the Developer and therefore the Developer is entitled to enter into this Agreement in exercise of the powers under the Joint Development Agreement and receive all the consideration under this Agreement including for the Schedule "C" Property
12. Whereas the Purchaser(s) has/have requested inspection/information from the Vendor/Developer and the Vendor/Developer have granted inspection of the following documents and information to the Purchaser(s) and/or the Purchaser(s) Advocates/consultants:
- (i) All documents of title relating to the Schedule A Property;
 - (ii) All Documents mentioned in the Recitals hereinabove and the revenue records;
 - (iii) All NOCS, Approvals and plan sanction of all for the development of the Project and also building plans, floor plan, designs and specifications prepared by the Developer's Architect;
 - (iv) Title Opinion;
 - (v) All other documents as required to be disclosed to the Purchaser(s) under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and rules thereunder.

The Developer has handed over all the title documents, NOCs, approvals and sanctioned plan in the CD annexed with this Agreement

13. Whereas the details of the Project, together with all annexures attached herein, and the certificate of registration granted by the RERA Authority shall be available for inspection on the website of the RERA Authority, consequent upon grant of registration of the Project, or consequent upon the RERA Authority making such website fully functional and accessible.
14. The Schedule and Annexures attached to this Agreement form an integral part of the Agreement

II. NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

1. Construction of the Project and Specifications:

- I. (a) The Developer shall construct the Project Building consisting of Ground plus three upper floors for 20 units on the Schedule A Property in accordance with the Sanctioned Plan as approved by the Authority from time to time.


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(b) Provided that the Developer shall have to obtain prior written consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Schedule B Property of the Purchaser except any alteration or addition required by any Government Authorities or due to change in law and in compliance thereof.

(c) The Schedule B Property shall be constructed in accordance with the specifications contained in the Annexure 1 hereto. The Purchaser agrees that the brands / items specified in the specifications set out in the Annexure can be substituted by equivalent brands / items at the sole discretion of the Developer.

(d) The Purchaser is aware that the Developer has included Granite Platform and Dado tiles in the Kitchen specifications. The Vendor/Developer provides an option to the Purchaser to either get the fittings executed from the Developer or has the option of doing it on his/her/ their own. In the event the Purchaser intends to get the fit out executed on his/her/their own, the Vendor/Developer agrees to handover the materials to the Purchaser at the time of handing over possession of the Schedule B Property. Further, in the event the Purchaser intends to get the fittings executed from the Developer, the Purchaser shall intimate the same in writing within 30 days from the date of this Agreement.

2. Date of Delivery of the Schedule B Property:

The Developer agrees to complete the construction of the Schedule B Property on or before 30th June 2020 or upon intimation of possession whichever is earlier. The Possession of the Schedule B Property shall be handed over simultaneously with the Registration of Sale Deed.

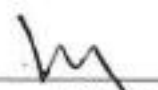
Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of Project in which the Apartment is to be situated is delayed on account of:

(a) War, civil commotion or Act of God as understood under applicable law for the time being in force; or

(b) any notice, order, rule, notification of the Government and/or other public or competent authority/court

3. Agreement to Purchase & Sale Consideration:

3.1 That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Purchaser hereto and in consideration of the advance paid this day by the Purchaser, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase the Apartment along with a car parking for consideration of ₹ 1,81,20,549/- (Rupees One Crore Eighty One Lakh Twenty Thousand Five Hundred Forty Nine Only)


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3.2 Sale Consideration:

The aggregate sale consideration for the Apartment is: ₹ 1,81,20,549/- (Rupees One Crore Eighty One Lakh Twenty Thousand Five Hundred Forty Nine Only) hereinafter referred as Sale Consideration.

3.3 The Purchaser has already paid a sum of Rs.10,00,000/- (Rupees Ten Lakh only) to the Developer the receipt of which the Developer hereby accept and acknowledge. The Purchaser shall pay the balance consideration to the Vendor/Developer in installments as set out in the payment Schedule envisaged in Annexure II hereto.

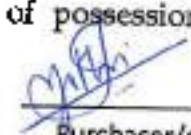
3.4 The Purchaser agrees that the consideration agreed herein is based on the mutual negotiation between the Purchaser and the Developer and on the market conditions as on date of application for allotment, the Purchaser shall have no right to renegotiate on consideration in comparison with other purchasers and / or whatsoever other reason may be.

4. Additional Payments:

Apart from the sale consideration payable as set out in clause 3 above, the Purchaser shall also be liable to pay:-

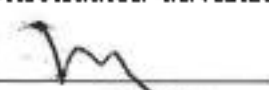
4.1 The infrastructure costs / charges, transformer / Sub Station / RMU costs connected work charges, HT / LT cables, meter panel charges, STP infrastructure costs / charges / deposits and other infrastructure charges including additional security facilities, deposits and other charges or levies demanded or payable to the Electricity Board, charges and deposits imposed by the Water Board (in case there are no such providers, then the cost of independently establishing the provision for water, electricity and sewerage disposal systems) Bangalore Development Authority, Corporation of city of Bangalore, Pollution Control Board, Fire Force Department, Village Panchayath or other governmental / statutory authorities and all other taxes / levies / cess / surcharge/ duty / fee / other outgoing payable including Labor Cess either to central or state providers from time to time, or towards the reimbursement of such taxes/ levies paid through the sub-contractors/ suppliers, betterment or other levies in regard to the construction of the Schedule B Property and proportionate cost of cables, transformers, pollution control equipment and installation thereof. These amounts shall be paid to the Vendor/Developer in part or in full as and when demanded or in full against handing over possession of the Schedule B Property. Furthermore, the Purchaser shall also get the electricity meter transferred to his / her name within 30 days from the date of intimation of possession by the


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Vendor/Developer at his / her cost, failing which, the Developer shall deduct such charges from the maintenance account paid by the Purchaser.

- 4.2 The Sales tax, works contract tax, GST, Labour, Education, Infrastructure, Health and other applicable cess, labour cess on construction cost, GST which shall be paid to the Developer by the Purchaser as and when demanded by the Developer whether payable by them directly or through their suppliers.
- 4.3 The Stamp duty, registration charges, Legal charges and service charges as fixed by the Developer in regard to the Deed of Conveyance in respect of the Schedule B Property plus applicable taxes from time to time.
- 4.4 The cost and taxes as applicable on any work executed by the Vendor/Developer either in addition to or in modification of what is specified in Annexure II and the cost of any extra facilities provided by the Vendor/Developer on the request of the Purchaser.
- 4.5 A sum as mentioned in the payment schedule to this agreement towards Interest free Advance Maintenance Charges of ₹ 2,00,000/- (Rupees Two Lakh Only) together with applicable GST shall be paid to the Developer at the time of taking possession of the Schedule B Property or within seven days of the Vendor/Developer informing that the Apartment is ready for possession, whichever is earlier. The interest free advance maintenance charges shall be used towards providing recurring common maintenance expenses that the Developer may incur in order to maintain the building during the initial period of occupation and other common facilities, 15% service charges + applicable taxes of the Developer shall be payable by the Purchaser on all such maintenance costs and Developer may demand further amounts to defray such expenses. Any delay in payment of such amounts will attract interest at the rate of SBI MCLR + 2% per annum, from the due date till payment is realised. The Developer shall, at the time of handing over of the maintenance account to the Association or other agency appointed by it, as provided elsewhere in this agreement, provide consolidated Statement of Account of all the purchasers, only to the Association, which shall have been audited by a Firm of Chartered Accountants. The Parties shall be bound by the audited statement of accounts.
- 4.6 The Purchaser shall not seek for refund of maintenance deposits paid for the purpose of maintenance of all its common area facilities, amenities. The balance of the consolidated advance maintenance fund of all the purchasers shall be


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transferred to the Association after the Association has taken over the complete management of the Schedule A Property and has relieved the Developer of its obligation towards the Schedule A Property. The Developer shall close the books of account of maintenance charges on the last day of the month that the Association has been formed; if not closed earlier on account of fund being depleted/exhausted or for any other reason, and the Association will manage the further expenditure on its own.

- 4.7 Goods and Service Tax, Cess or any tax to be levied as may be applicable to any of the payments made under this Agreement on construction cost paid in respect of the Scheduled B Property and the amounts payable under clause 4 of this Agreement as applicable from time to time or any of the service charges paid to the Developer shall be borne by the Purchaser irrespective of whether the tax is levied by the Central Government or State Government or any other statutory authority entitled to levy such kind of tax and whether it is paid directly by the Developer or through/to the Developer. I/We understand that GST rules are under review and in the event the project cost increases on account of input tax credit not being available to the developer under a composition or such other similar levy, there may be a corresponding increase in the price to offset developer's costs with no additional benefit or profit accruing to the Company"
- 4.8 All the amounts set out in clause 4 herein shall be paid by the Purchaser along with the installment set out in Annexure - II hereto and any breach in payment of the amounts in clause 4 herein, shall be construed as breach in payment of the amounts under this Agreement and consequences in clause 7.2 would become applicable and the Developer shall be entitled to exercise any of the options set out in clause 7.2 below.
- 4.9 That the Purchaser agrees to pay all the statutory dues to the respective statutory authorities including for that of the building/block to be constructed from the date the Semidetached villa/ Apartment is ready for occupation and upon intimation of the same by the Vendor/Developer, whether possession of the Apartment is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as title Insurance charges, Municipal taxes and cess, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule B Property and the Building/ block/ wing/tower/s standing thereon.


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5. Mode of Payment:

5.1. All the payments towards the sale consideration as set out in this clause shall be paid through cheque / demand drafts / wire transfer in favour of the Developer.

5.2. 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. In case of the first time of a cheque being dishonoured, a sum of Rs.1000/- (Rupees One Thousand Only) plus applicable taxes would be debited to the Purchaser's account. In the event of a cheque being dishonoured for the second time, a sum of Rs. 2000/- (Rupees Two Thousand Only) plus applicable taxes would be debited to the Purchaser's account & the same would be recovered from the installment amount paid by the Purchaser

6. Payment of Installment:

6.1 The Purchaser has assured the Developer that the balance of the consideration will be paid by the Purchaser to the Developer as per the schedule of payment envisaged in Annexure II hereto, time of payment of each installments being the essence of the contract in view of the Scheme. The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the balance amount would affect the entire project. The Purchaser has been made aware that there are other purchasers who would be joining the Scheme and would be dependent upon the assurance given by the Purchaser herein of payment of the installment without any delay or default.

6.2 The Purchaser shall not be entitled to the possession of the Apartment until all payments due to the Developer under this Agreement are paid.

6.3 Without prejudice to any of the terms and conditions of this Agreement, the Developer shall have Lien and first charge on the Schedule B Property for all amounts and other liabilities payable / that may become payable by the Purchaser under this Agreement and the Developer shall be entitled to withhold possession of the Schedule B Property until such amounts are fully paid to the Developer.

7. Events of Default:

7.1 In the event Developer fails to deliver possession of the Schedule B Property to the Purchaser as agreed above or such extended period of time for completion of the Project as granted by the Karnataka Real Estate Regulatory Authority,, the Purchaser shall, at his/her/its/their discretion:

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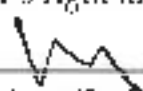
- (a) be entitled to continue with this Agreement and in such case, the Developer agrees to pay to the Purchaser who does not intend to withdraw from the Project, interest at the SBI MCLR + 2% as existing at the date of execution and registration of this Agreement, on the amounts paid towards the Sale Consideration from the due date of delivery till the extended time. Interest shall be payable for every month of delay or part thereof, from the date on which the Schedule B Property was agreed to be delivered, till the date the Developer announces their readiness to hand over the possession of the Schedule B Property ; or
- (b) be entitled to terminate this Agreement with 30 (thirty) days prior written notice to the Developer, upon the expiry of which this Agreement shall stand terminated, relieving the Parties of their liabilities and obligations hereunder, except for such obligations that explicitly survive termination of this Agreement. Upon termination, the Developer shall refund, excluding Taxes, to the Purchaser amounts received from the Purchaser till the date of termination together with interest at the SBI MCLR + 2% as existing at the date of execution and registration of this Agreement.

7.2 Without prejudice to Developer's right to levy and charge interest at the SBI MCLR + 2% on delayed payments due and payable by the Purchaser, in the event the Purchaser fails to pay any one or more payments due and payable to the Developer under this Agreement, the Developer shall, at its discretion:

- (a) Issue 3 (three) successive notices to the Purchaser notifying him/her/them/it of the default and allow the Purchaser(s) a period of 7 (seven) days per notice to remedy the said default, in full and without deductions; failing which, the Developer
- (b) shall give the Purchaser prior written notice of not less than 15 (fifteen) days in writing to the Purchaser, by Registered Post AD/courier at the address provided by the Purchaser and/or mail at the e-mail address provided by the Purchaser, and if the Purchaser fails to fully remedy the breach within the notice period, be entitled, at its discretion, to terminate this Agreement.

7.3 Provided that upon termination of this Agreement by the Developer as set out in Clause 7.2(b) above, the Developer shall refund to the Purchaser all amounts paid by the Purchaser towards sale consideration for the Schedule B Property, subject to:

- (a) the Developer's right to set-off and recover amounts due and payable by the Purchaser(s) until the effective date of termination and
- (b) Developer's right to withhold and deduct:


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- (i) An amount equivalent to 20% of the Sale Consideration in the event this Agreement is terminated anytime after execution and registration of the Agreement until 50% completion of the Project and/or Project Building; or
- (ii) An amount equivalent to 25% of the Sale Consideration in the event this Agreement is terminated at anytime after 50% completion of the Project and/or Project Building.

Purchaser agrees and acknowledges that the withholding and deduction of these sums is a legitimate and genuine estimate of the damages likely to be suffered by the Developer as a result of the Purchaser's default and has been specifically agreed to by the Purchaser. The Developer agrees to refund and repay the balance amount after making the necessary deductions, within a period of 30 (thirty) business days from the date of effective termination. The Developer shall not be required to pay or refund any amount on this account unless and until the Purchaser(s) executes the necessary documents for cancellation of registration of this Agreement.

7.4 Purchaser(s) further agrees and undertakes that upon effective termination of this Agreement, the Purchaser(s) shall sign or execute all necessary documents, including special powers of attorney or other forms of authorization enabling the Developer to obtain cancellation of registration of this Agreement before the relevant jurisdictional Authority. Purchaser(s) agrees that the Developer shall be entitled to deduct a sum of ₹ 2000 (Rupees Two Thousand Only) plus GST for every day the Purchaser(s) delays execution of necessary documents. All costs and expenses incurred by the Developer in obtaining cancellation of this Agreement shall be borne by the Purchaser(s). Developer shall be entitled to set-off all such amounts against the final amount to be refunded to the Purchaser(s).

7.5 Purchaser(s) undertakes and agrees that any deficit or shortfall in amounts payable to a bank or other financial institution that has sanctioned a home loan to Purchaser(s) for the purchase of the Schedule B Property shall be paid by the Purchaser(s) to such bank or financial institution directly. The Developer shall not be liable for any such deficit amounts and the Purchaser(s) hereby agrees to fully indemnify the Developer against any claims made against the Developer in this regard. Purchaser(s) shall ensure that the encumbrance created by the Purchaser(s) on the Schedule B Property shall be cleared and the Developer shall regain possession of the Schedule B Property, free from all encumbrances.

7.6 Notwithstanding anything contained herein, the Purchaser(s) shall be liable to pay interest at the SBI MCLR + 2% on all the delayed payment which become due and payable by the Purchaser(s) to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer.

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8. Permissible Variations:

8.1. The Schedule B Property is agreed to be sold on the basis of Carpet Area only.

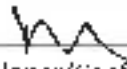
8.2. The Developer shall confirm the final Carpet Area that has been sold to the Purchaser after the construction of the Project and Schedule B Property is complete and Occupancy Certificate is granted by the competent Authority. The Developer shall furnish written details of variations (if any) in the final Carpet Area of the Schedule B Property to the Purchaser, subject to a variation cap of 2% (two percent), which shall be dealt with in the manner set out in Clause 8 (3) below.

8.3. Due to design and construction exigencies and/or the inherent properties of concrete and other materials used in the construction process including walls, columns, beams and slabs, the actual carpet area of the Apartment may reduce from the carpet area mentioned herein by up to 2% ("Apartment Permissible Deviation"). If the actual Carpet Area at the time of offering possession of the is less than the Permissible Deviation, then the Sale Price shall be proportionately reduced, and the excess Sale Price, with annual interest at the rate specified in the Rules shall be refunded to the Purchaser within 45 (forty five) days from the date of final calculation of the Carpet Area. In the event there being any change in the areas or values and consequent imposition of the stamp duty, registration charges and applicable taxes, the Purchaser shall make payment of the differential amount towards the stamp duty, registration charges and taxes as may be applicable.

8.4. The Purchaser understands that the Schedule B Property that is being constructed by the Developer may be constructed using Conventional / Sharewall / Mivan / Pre-cast / Concrete Walls / Hollow Core / Aluminum formworks or any other technology which can have shear / concrete walls or any other system which the First Party may use and is completely aware that there could be small changes in the internal area of the rooms without any change in the overall area of the apartment.

8.5. The Developer has specified the area of the Schedule C Property in the manner set out herein which may undergo some change upon completion of all the development within the Schedule A Property and for which there will not be any change in the consideration.

8.6. The Purchaser has agreed that the common area has been allocated based on the estimated construction of common area in the project, which may vary resulting in change in the common area allocated to the Schedule B Property. It is hereby agreed that there would be no amounts payable for such variations in the common area allocated to the Schedule B Property. The Purchaser is aware that


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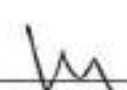
apart from the common areas shared with the Semi Detached Villa Owners in the project, the Apartment Owners shall have certain common areas which are exclusive to them like staircase, lift shaft, lobbies, corridors etc., in the apartment complex.

9. Right of the Developer to develop the Schedule A Property and all other common amenities:

9.1 The Purchaser shall have no right whatsoever to obstruct or hinder, on any ground, the progress of the construction of the project or any part thereof. The Purchaser is fully aware that the Developer shall be constructing the projects in Blocks and the Purchaser shall have no objection to such constructions or the usage of the common amenities as applicable to the entire Schedule A Property including the internal roads, right to draw water sewerage, electricity, data, voice, etc., lines and cables as the case may be. Common areas like club house and other amenities in the project are meant for the use of all the purchasers in the project including the additional construction that the Developer may undertake upon getting the additional FAR.

9.2 In the interest of the safety concerns during the construction stages at the project site, the Purchaser or his/her/their family members, agents, henchmen, servants and any other person/s associated with the Purchaser will not be permitted to visit the construction site at any time, before, during or on completion of the construction work ; unless duly notified by the Developer in writing upon prior intimation, permitting such visits of the Purchaser, only if it is for the purpose of inspection, undertaking of interior works or for taking over possession of the Schedule B Property on a specified given date or period at the discretion of the Developer. The Purchaser shall park their vehicle at the designated car parking slots. The Purchaser understands that this is for his/her safety. The Developer shall update the progress of construction to the Purchaser by sending pictures through mail.

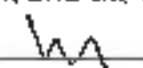
9.3 The Purchaser agrees that he/she/they shall have no objection for additional construction in case of there being additional FAR available or the Vendor/Developer using Transfer of Development Rights (TDR) on the Schedule A Property. The Purchaser is hereby made aware that if additional construction is sanctioned or permitted in the Schedule A Property, the Developer shall be entitled to put up construction equivalent thereto as may be permitted or required by the Authority. The Purchaser shall have no rights whatsoever to obstruct or hinder on any ground, the progress of construction of the building or any part thereof or the future construction within the Schedule A


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property on any ground including noise, disturbance, pollution, reduction in the share of the Schedule A property or amenities or inconvenience.

- 9.4 The Purchaser covenants and agrees that the Developer shall be entitled to use any additional FAR or TDR that may be capable of being used by virtue of the change in the Development rules or any FAR which is purchasable or any Transfer of Development Rights which are capable of being used in the Schedule A Property or to get modified or amended, the plans sanctioned without any material change to the size and specifications of the Semi Detached villa/apartment as described in the Schedule B hereto.
- 9.5 The Purchaser undertakes that they shall not hinder or prevent the progress of the construction of the Complex/s or any part thereof of other block in any manner and undertake that they shall not raise any objection on whatsoever ground including dust, noise, pollution, nuisance or annoyance that may be caused due to such construction nor will they hinder the use of the specified Car Parking Areas/Terraces Area/Basement Area allotted specifically to the other purchasers in the event of such additional FAR/TDR being granted.
- 9.6 The Purchaser agrees that the Developer will be entitled to carve out certain portions of the common areas in Schedule A Property or the Building and allot them as private terrace space/garden space/build or provide surface ground or electro mechanical twin car park facility / car parking lots (i.e., Limited Common Area) and other areas to particular apartment and collect consideration for such exclusive use by Purchasers / occupiers of such apartments. The Purchaser shall at no time even after the completion of the Project and formation of Association/Condominium/Organization of Owners, claim any rights thereto or deprive the Purchasers of such apartment of the rights with respect to such space/ facilities. It is understood that such allotments are made to provide privacy to or for better utilization of the respective apartments. However the allottees/Purchasers of such spaces will not be entitled to put up any structure thereon unless otherwise specified.
- 9.7 As part of the Scheme, the Developer shall specify and allot open to sky or partly open to sky / electro mechanical / stacked / puzzle / multi car parking facility or car parking areas attached to apartments in the manner agreed in the agreements and the residents / owners of such apartments shall be entitled to exclusive use of such car park areas without any hindrance or obstruction from any other purchasers or occupant of the project whether or not such area forms part of the common areas. The Purchaser shall have only the right of use of such allotted vehicle parking facility which shall stand transferred along with the Apartment and the Purchaser shall not put up any construction or use such area


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for any other purpose or alter the levels thereof. The Developer shall always, even after the Association has been formed, be entitled to retain the balance car parks/slots/lots within the Schedule A Property for future allotment to the unsold/sold apartment and Villa owners and such car parks/slots/lots shall belong exclusively to the Developer until allotted to any owner and shall be entitled to enforce any restrictions in respect of such parking slots.

9.8 The Parties agree that the Purchaser shall not do or seek for modification/changes to his / her Schedule B Property which are likely to cause damage to the superstructure under any circumstances. The Developer may use one or more methods of modern concrete, prefabricated concrete technology, Mivan or other technology to complete the works within the Schedule A Property and the Purchaser shall not have any objection for such construction if the same is being undertaken by utilizing any of the building methods so long as the structure is in compliance with the relevant codes. The Purchaser agrees that he / she / they shall not do or seek for the following modification / changes to his / her Schedule B Property during the course of construction or even after the construction has been completed and possession given under any circumstances. The Parties have understood that this is a structural safety requirement of the building:

- a. combination of apartments either vertically or horizontally;
- b. Internal modifications in the apartments (demolition of shear walls / providing additional openings in the shear walls etc.) in the apartment and covering of open spaces in any manner;
- c. Changes in the external elevation (shifting of doors, windows etc.);
- d. Chiseling in the flooring for electrical conduits, water / sanitary lines or changing such conduits;
- e. Alignment of switch boxes with the tile joints in kitchen and toilets;
- f. Shifting or addition of electrical points in the walls;
- g. Layout of fixtures in the Toilets;
- h. AC position;

9.9. The Developer shall make provisions for the supply of water through the authorized civil agencies if available. In the event of delay in supply through the designated civil agency and/or the supply, if provided, being inadequate or not available, the Purchaser shall make alternative arrangement for water supply through bore wells or private tankers and the Purchaser shall bear the charges for the same.

9.10 The Developer shall make provisions for the supply of electricity through BESCOM / KPTCL. In the event of there being any shortage of power or non


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availability of power, the Purchaser shall make alternative arrangement for supply of electricity power through Diesel Generators and the Purchaser shall bear the charges for the same. In case the same is arranged by the Developer, Purchaser shall pay for such electricity charges provided through diesel generators.

9.11 The Purchaser shall not question the location / installation or setting up of sub-stations/ Transformer/s, Diesel Gensets, OWC, / Water Treatment Plant, STP, mobile STP till the main STP is operational till minimum load for operation is achieved, SUMPS & Over Head Tanks, storm water drains, generator/s room/s and other equipment/s, electrical and panel rooms, fire duct rooms for supply of electricity, water and sanitary etc., and Garbage Bin/s (all only if applicable) in the project. The Purchaser understands that the facilities as stated above and made available in the project is based on the advice of the Consultant of the Developer and Purchaser either through himself/herself or through the association or through anybody representing or acting on behalf the Purchaser shall not challenge or object to the same. In case the Purchaser through the Association of owners decide to increase/ modify/ change these facilities, the same shall be done at their cost after taking appropriate approvals.

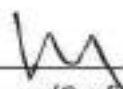
9.12 The Purchaser shall not change the location of the Diesel Gensets installed, the Sewerage Treatment Plant installed, the Pump Rooms, overhead tanks, solar panels, common amenities provided in the Schedule A Property;

9.13 The Developer would be making provisions for disposal/treatment of sewage from each apartment and also from the project. However, in the event of the system not being functional due to insufficient number of residents or otherwise, the Developer shall make alternate arrangements through temporary/mobile STP or vehicles and the Purchaser shall bear the charges for the same. Thereafter, the association of Semi Detached Villa upon formation and the Apartment Owners shall take the responsibility for the same.

10 .Defect Liability & Remediation:

10.1 Subject to the provision of clauses 10.2. (a) to (d) and Warranty Exceptions if within a period of such period; but not exceeding 5 (five) years as required under applicable law, the Purchaser brings to the notice of the Developer any structural defect in the Apartment or any defects on account of workmanship, quality or provision of service is on account of and attributable solely to the Developer failing to exercise diligence in construction of the Project and/or Apartment, the Developer shall rectify the identified defect at its own cost.

10.2 The Developer shall not be liable under the provision of clause 10.1 on account of the following:


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a) where such defect or damage has occurred on account of the Purchaser failing to maintain the Apartment and/or the Apartment Owners Association failing to maintain all Common Areas and Facilities and Amenities at the standard mandated by the Developer at the time of handing over possession, the Developer shall provide the Purchaser(s) and/or the Apartment Owners Association an estimate of the cost of repairs, and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.

b) if the Purchaser(s) and/or the Apartment Owners Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Apartment/Project Building and/or the defects are on account of the acts or omissions on the part of the Purchaser(s) or the other purchaser(s) in the Project Building or acts of third parties.

c) adhering strictly to the apartment use and maintenance manual, normal wear and tear.

d) The Purchaser(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of a residence and any use of the Apartment for any purpose other than residential use shall absolve all liability of the Developer under this Clause 10.1 The Purchaser further undertakes that he/she/they/it shall use the Covered Parking Space only for purpose of keeping or parking his/her/their/its vehicle and shall not rent, sub-let or otherwise permit use of the parking space for any other purpose whatsoever.

e) Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Property other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor shall not be liable for the same.

f) It is hereby clarified that the Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

10.3 In the event Developer fails to rectify defects identified in accordance with Clause 10.1 above, Purchaser(s) shall be entitled to receive actual costs incurred by the Purchaser(s) in undertaking rectification of such defects.

11 Delay in taking possession and consequences thereof:

Consequent upon the Vendor/Developer informing that the Schedule B Property is ready for handover, the Purchaser shall within 15 days of such intimation make all payments under this Agreement and shall come forward to get the conveyance deed registered and take possession of the Schedule B Property. In the event of the Purchaser failing to make payments under this Agreement and take conveyance in his/her/its

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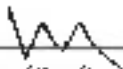
favour, the Purchaser shall be liable to pay/bear all the consequential expenses and power demand charges from the date of the connection, taxes/levies/charges, increase in income tax payable by the Developer due to delay in taking conveyance and such amounts shall be paid before the conveyance deed is executed or possession of the Apartment is taken by the Purchaser. Further, in case the Purchaser fails to register or comes forward for registration on the stipulated date and take possession of his/her Schedule B Property within 45 days from the date of intimation of registration, possession or within the specified date whichever is earlier, then the Purchaser is liable to pay holding charges at the rate of Rs. 5000/- (Rupees Five Thousand only) per day plus applicable taxes to the Developer.

12. Common Areas, Amenities and Club House

12.1 Common Areas, Facilities and Amenities are listed in Annexure I and Purchaser(s) shall be permitted to use the same on such terms and conditions as may be decided by the Developer, or the Owners Association. The Purchaser(s) further agree to promptly bear and pay the necessary costs and Taxes thereon.

12.2 The Developer shall provide a Club House in the project which would be used by the owners of the Apartments as well as the owners of the Semi Detached Villas and the same shall be managed professionally taking into consideration the facilities provided therein and the Developer is fully aware that the running of the Club House is a specialized field and requires experts in the field of management and operation of such facilities and accordingly the Developer has agreed that the running and management of the said Club may be entrusted by the Developer to such agency as it may consider appropriate and, on the formation of the Owners' Association, by the Owners' Association to such agency subject to the rules and regulations that may be formulated by the Developer in addition to what has been agreed by the Purchaser in the following terms:-

- i That the Purchaser is aware that the membership of the Club House and the use thereof is available to the Purchaser subject to the terms and conditions and rules and regulations as may be laid down by the management of the Club House. The Purchaser acknowledges and agrees that he/she/they have a continuing obligation to contribute towards the annual subscription and usage charges that may be fixed by the Manager / operators of the club House. The Purchaser is also aware of and agree that the Purchaser shall be required to pay monthly charges for the use of the facilities from time to time as fixed by the Manager/operator and such amounts shall be in addition to the annual subscription to be paid by the Purchaser.


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- ii. The membership of the Club House is available to the Purchaser as long as the Purchaser is the owner of the Apartment. In the event of the sale or transfer of the Apartment by the Purchaser in any manner whatsoever, the transferee shall become entitled to the membership of the said Club House and the Purchaser herein shall no longer be the member of the Club House.
- iii. The use of the Club House by the Purchaser shall apart from the other rules and regulation shall be in the following manner:
 - o In the event of the apartment is purchased by a partnership firm or any association of persons then in that event a partner or the associate or any authorized representative of the said partnership firm or the AOP occupying the Apartment would be entitled to use the said Club House.
 - o In the event of the apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the said company shall be entitled to the use of the said Club House.
 - o In case of inheritance of the said apartment, then in that event, the person inheriting / occupying the Apartment shall be entitled to membership of the said Club House.
 - o In the event of there being co owners of Apartment then in that event such co-owners occupying the apartment will be entitled to the use of the said Club House. In any other case like tenancy, lease, license etc., the occupier of the Apartment will be entitled to the use of the said Club House.

12.3 The Parties agree that the construction of Club House and other such common facilities and landscaping is not linked to the construction of the apartments of the project and would be constructed independently in due course of time after the apartment is completed, and the Purchaser shall have no objection to the same.

12.4 The Purchaser shall abide by all the rules and regulation of the Club, Swimming Pool and all its common amenities and facilities that may be framed by the Developer/operator-manager of the club.

12.5 The Purchaser shall be entitled to the rights enumerated in the Schedule 'D' hereto and shall have the obligations in the Schedule 'E' hereto in regard to the Apartment being constructed by the Developer in the Schedule A Property and the enjoyment of the ground, common areas and other matters connected therewith and the terms therein are part and parcel of this Agreement for Sale cum Construction:


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12.6 The Schedule B Property on which the Complex is to be constructed will be held by all the Semidetached Villa and apartment owners as 'co-owners' each having an undivided share therein and all passages, lobbies, staircase, water lines, sewer lines as also the other areas which are used in common by the apartment owners, will belong to and vest in the apartment owners, to be used by all of them jointly and in common and none of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the Complex. The intending purchasers of the Schedule B Property shall automatically without any option become the member of the association of owners on the conveyance being executed.

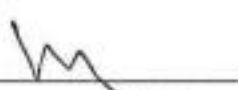
13 Assignment / Transfer

13.1 The Purchaser shall be entitled to transfer/assign their rights under this Agreement in favour of anyone with the prior written consent of the Developer who may permit such transfer/assignment subject to after payment of the transfer fee of 2% plus applicable taxes / GST of the then prevailing selling price at the time of transfer as transfer fee to the Developer.

13.2 All the stamp duty and registration fee pertaining to such assignment or conveyance, as the case may be, shall be borne by the Purchaser or their assignee. For the purpose of this clause, if the Purchaser is a company -public or private limited any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transfer and in case of any association of persons any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable under this clause shall be payable

14 Maintenance of the Apartment:

14.1 The Purchaser shall, from the date the Apartment is ready for occupation, whether possession of the same is taken or not, firstly pay the sums mentioned in Clause 4 above, pay proportionate share of all outgoings and maintenance costs and general expenses such as Insurance, Municipal Taxes/expenses, taxes and cesses, electrical and water tax and all other maintenance charges of the Complex and common areas, 15% service charges + applicable taxes of the Developer shall be payable by the Purchaser on all such maintenance costs as determined by the Developer and the Developer shall under no circumstances be liable for the same. The Developer shall maintain the Complex for a maximum period of 12 months from the date of receipt of Occupancy Certificate and thereafter hand over the


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maintenance to the apartment owners association formed or the ad hoc/ interim association.

14.2 The Purchaser agree and covenant that the Developer or any agency appointed by the Developer for the maintenance of the common areas of the Apartment will have the exclusive right to erect and display in common spaces, advertising and signage generally within the common use facilities. The Developer or any agency appointed by the Developer shall also be entitled to permanently erect, retain and maintain in one or multiple locations hoardings or a display board or neon lights of permissible size as permitted by the concerned statutory authorities in the front of the Schedule A Property / Project facing the road with or without electricity as demarcated for this purpose within the Schedule A Property for display of material concerning the Company. The Purchaser or anybody claiming through the Purchasers shall not object to the same even after the association is formed.

14.3 After formation of the Owner's Association, the Developer shall not be responsible for the management of the complex and 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 Semi Detached Villa and Apartment owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services. The Purchaser shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments.

14.4 The Purchaser along with the other Semi Detached Villa and apartment owners of the building shall at all times ensure that all necessary certificates, licenses, permits, permissions, insurances are renewed and kept valid and subsisting.

14.5 The Developer shall maintain the common areas and facilities on behalf of the residents to the best of its abilities from the advance maintenance charge collected from the owners, till the formation of the Association or for one year from the date of Occupancy Certificate as per Para 14.1 above, whichever is earlier; and the Purchaser shall not question either the ability of the Developer or the expenses incurred on this account.

15. The Vendors and the Developer covenant with the Purchaser as follows:

15.1 The Vendors have clear and marketable title with respect to the Schedule A Property as declared in the title report and has the Developer has necessary rights to carry out development upon the Schedule A Property and also has actual,


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physical and legal possession of the Schedule A Property for the implementation of the Project.

- 15.2 That there are no encumbrance upon the Schedule A Property except as disclosed in the official website and further there are no litigations pending before any court of law with respect to the Schedule A Property. The Developer has obtained the necessary NOC, if applicable from the financial institution for selling the Schedule B and C Property in favour of the Purchaser.
- 15.3 That when the Schedule B and C Property is conveyed to the Purchaser it shall be free from attachments, encumbrances, Court or acquisition proceedings or charges of any kind.
- 15.4 That the Vendor and the Developer has the power to convey the same and right to carry on the development.
- 15.5 That Vendor agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser for more fully and perfectly assuring the title of the Purchaser to the Schedule B and C Property.
- 15.6 That the Vendors shall not convey or cause to be conveyed to any person, any interest in the Schedule A Property and the tower /buildings, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendors and the Purchaser as per this Agreement.
- 15.7 That the Vendors / Developer shall pay all taxes, rates and cess in respect of the Schedule - B and C Property up to the date of intimation of readiness to execute the sale deed in respect of the Schedule B Property.
- 16 The Purchaser Covenants and Undertakes with the Vendor and Developer as follows:
- 16.1 that the Purchaser has satisfied himself/herself/itself / themselves with respect to the title of Schedule A Property and all the approvals and permissions issued by relevant authority, sanctioned plans and drawings in respect to the development of the project.
- 16.2 The Purchaser is fully aware of the exclusive rights allotted to the Apartment Owners namely (a) the terrace and (b) Two Grand Covered Car Parking Space and such allotment is for the exclusive use of such Apartment Owners to the exclusion of the other purchaser of undivided share. The Purchaser covenants that the Purchaser shall not interfere in such allotted areas of each of the Apartment Owner.


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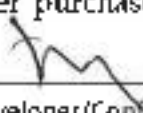
- 16.3 That the Purchaser has satisfied himself/herself/itself / themselves with respect to the fixtures, amenities and specifications to be provided in the Schedule B Property as listed in the Annexure I attached to this Agreement. The Purchaser agrees and acknowledges that the Developer shall be solely entitled, at its discretion to determine the brand of the products finally used amongst the brands specified in the specifications.
- 16.4 The Purchaser agrees that the earmarked Terrace area and the earmarked car parking spaces in the Stilt Floor for Block 2 i.e. for Apartments allotted by the Developer shall be part of the limited common area and to be used for the exclusive use of the allottee and the Second Party shall at no time before or after the completion of the Project and formation of any Association/ Condominium/Organization of owners, claim any rights thereto or deprive the allottees of the said Terrace, or earmarked Car Parking spaces in stilt floor for Apartment.
- 16.5 That the Purchaser shall not be entitled to claim possession of the Schedule B and C Property until the Purchaser fulfills and performs all the obligations and complete all payments under this Agreement;
- 16.6 The Purchaser with the other owner of the Semi Detached Villa and Apartment owners shall participate in the election of members of the Owners' Association within one year of the first Semi Detached Villa and Apartment being registered or given possession of, whichever is earlier; as and when called for by the Developer. The members of Association so elected shall take over the management of the common facilities and areas from the Developer within three months of such election.
- 16.7 The name of the residential complex on the Schedule A Property will be known as "Purva CORONATION SQUARE". The Developer alone shall have the rights to change the name of any Block/s, Floor/s and name of the Project to any other name/s on a later date as it may decide, at its choice and at its sole discretion at any time before or completion of the project and before hand over of the Schedule A Property to the Owners Association and the Purchaser/s will not object to nor seek for such change even after the Association is formed under any circumstances whatsoever.
- 16.8 The Purchaser hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer, cost factors and GST input credits to the developer and market conditions as on date of the application for allotment and the Purchasers shall have no right to

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renegotiate on the consideration in comparison with the other purchasers and/or for whatsoever other reasons may be.

- 16.9 The Purchaser has been informed and has agreed that the Developer shall be entitled to subject the Schedule A Property and the Development including the Apartment under the provision of the Karnataka Apartment Ownership Act, 1972 and that the Developer shall be entitled to execute the Deed of Declaration with all the rules and regulation governing the association of owners. The Purchaser shall become the member of the Association and participate in the election of the first office bearers which shall be proposed and organised by the Developer.
- 16.10 The Purchaser with other Purchaser shall elect members of the Association within one year of the first apartment being sold in the complex. The members of Association so elected shall take over the management of the common facilities and areas from the Vendor/Developer within three months of such election.
- 16.11 The Purchaser shall also observe and abide by all the laws of the land, Bye-laws, Rules and Regulations prescribed by the Government, Bruhat Bengaluru Mahanagare Palike, Bangalore Development Authority ("BDA") or any other Statutory Authority, and the Association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cess as applicable;
- 16.12 If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or other Public Authority in respect of the Schedule A Property, either retrospectively or prospectively, the same shall be borne and paid by the Purchaser in proportion to his/her/their/its undivided share in the Schedule A Property.
- 16.13 The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building/block or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 16.14 The Purchaser is aware that apart from the common areas shared with the Semi Detached Villa Owners in the project, the Apartment Owners shall have certain common areas which are exclusive to them like staircase, lift shaft, lobbies, corridors etc., in the apartment complex.
- 16.15 The Purchasers acknowledge that for all the rights which the Developer has in respect of common areas of the Schedule A Property, the Purchaser shall along with other purchasers, grant to the Developer or any one claiming through the


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Developer easement rights to service the erections, displays etc. which the Developer may have installed.

16.16 The Purchaser shall not enter the project area during the construction period for inspection or any other purpose without prior approval of the Developer. The Purchaser shall follow all the rules and restrictions that the Developer may impose during such visits to the project. The Purchaser shall park their vehicle at the designated car parking slots. The Purchaser understands that this is for his/her safety. The Developer shall update the progress of construction to the Purchaser by sending pictures through mail.

16.17 The Purchasers shall not seek partition or division or separate possession in respect of any portion of the Schedule A Property under any circumstance.

16.18 The Purchaser shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the RERA Authority, to get regular updates on the development/construction approvals of the Project.

16.19 The Developer shall not be held liable for any representations/commitments/details/information provided by the real estate agent/broker/channel partner, of whatsoever nature, not stated in this Agreement or provided by the Vendor.

17 Disclaimers:

17.1 The Developer has appointed/will appoint one or more contractors(s) for construction, development, completion, operation and maintenance of the Project.

17.2 Concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (being inherent properties of concrete) for years after construction. Purchaser(s) may also see cracks in finishes, flooring, ceiling, slab, gypsum or other fixtures or fittings or amenities as a result of such slab/beam deflection. Such cracks can also occur and be caused by any renovation and/or alterations carried out by the Purchaser(s) in his/her/its/their Apartment or any other purchasers/occupants of the other flats in the Building. Purchaser(s) agrees and acknowledges that the Developer cannot reasonably be expected to carry out, monitor, or supervise renovation, alteration and fit-out works in each apartment and therefore agree(s) and covenant(s) not to hold the Developer liable and/or responsible for any such defects, deficiencies, faults, cracks, or blemishes arising out of inherent properties of concrete and/or caused due to any renovations, alterations, changes, modifications, or fit-out carried out by the Purchaser(s) in his/her/its/their Apartment or any other purchasers/occupants of the Building.


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17.3 The Developer shall not be liable, required and/or obligated to provide any specifications, fixtures, fittings and/or amenities in the Apartment, apart from what is listed in the Annexure 1

17.4 The Purchaser shall become and remain members of any society, association or co-operative society or condominium (hereinafter referred to as the "ORGANISATION") to be formed by the Vendors / Developer and consisting of all the apartment owners in the Building for the purpose of attending to the matters of common interest, including repairs, maintenance, etc., in respect of the Building and to maintain the roads, compound walls and all other common areas other than the specifically carved out or demarcated areas held by the Vendor / Developer or their nominees. For this purpose the Purchaser has authorized the Vendors/Developer to approve and register a deed of declaration as per the relevant Apartment Ownership Act or otherwise as may be deemed fit, or applicable, as the case may be. The Purchaser shall automatically become member and will abide by the terms of the declaration (if any) executed by the Vendors / Developer on the execution of the Deed of Sale in favour of the Purchaser. The Purchaser, if called upon by the Vendor/ Developer shall also execute a confirmation to such declaration at the time of registration of the sale deed. The Purchaser is also aware that all the common amenities, facilities, the Club and its facilities shall be maintained by the Association of Owners so formed under the provision of this clause.

17.5 Intellectual Property Rights:

The Purchaser is fully aware and acknowledge, understand and agree that the logo, mark and all Intellectual Property Rights with regards to "Purva" or "Puravankara" are the sole and exclusive property of the Vendor/Developer, and the Vendor/Developer has all the rights thereto and any use of the same without any limitation whatsoever and in any manner whatsoever shape or form by the Purchaser or any other person is expressly prohibited and only the Developer is entitled to the same to use the same in any form, manner, for any products, and to exploit the same. In case of violation of the rights of the Vendor /Developer to the intellectual property by the Purchaser in any manner, the Vendor /Developer apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Vendor /Developer in protecting its rights. The Purchaser agrees, acknowledges and undertakes that during the tenure of this agreement or even after its termination or sooner determination, the Purchaser shall not by words either spoken or intended to be read, make or publish any defamatory content with an intention to harm, or knowing or having reasons to believe that such imputation will harm the reputation of the Developer, its employees, its associates in any form of public forum, blogs, social media etc.

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18 Governing Law & Disputes Resolution:

18.1 This Agreement and all matters connected therewith shall be governed by Indian law and specifically applicable law in the State of Karnataka. This Agreement shall be subject to the exclusive jurisdiction of the Courts at Bangalore, Karnataka.

18.2 Any dispute between Parties shall be settled amicably within a period 30 (thirty) days, unless the Parties agree upon a longer period for resolution of their dispute. In the event the Parties fail to settle their dispute amicably, either Party shall be entitled to refer the dispute to the Karnataka Real Estate Regulatory Authority for resolution in accordance with the provisions of RERA and Rules thereunder.

19 Notices

All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered Post Acknowledgement Due ('R.P.A.D.'), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) as stated below:

Developer:

Email Address : crm@putravankara.com

Phone Number : 080-67724001

Fax Number : 080-25599350

Purchaser:

Email Address : jyothi.parameswaran@gmail.com, swamkris@gmail.com

Phone Number : 971508882130 / 504624312

Fax Number : NA

19.2 A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by fax or email, upon receiving written confirmation of receipt from the Party upon whom such notice is served.

20. Costs & Expenses

The Purchaser(s) shall bear and pay all the amounts and Taxes including stamp duty, registration charges and all out-of-pocket costs, charges and expenses to be incurred on

Vendor/Developer/Confirming Party

Purchaser/s

all documents for sale and/or transfer of the Apartment herein and on the transaction contemplated herein.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the Parties and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person.

21.2 The model flat, if constructed by the Developer, and all furniture, items, electronic goods, and amenities displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, and walk through provided to the Purchaser(s) or made available for the Purchaser(s) viewing are representational and indicative and do not constitute, nor be interpreted as, a representation or warranty or declaration by the Developer or any of its agents/employees/representatives and the Purchaser(s) shall not be entitled to make any claim upon the Developer with respect to any item/component/facet that is not specifically agreed to be provided by the Developer to the Purchaser(s) under this Agreement.

21.3 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, if any, concerning the Apartment.

22. Waiver

No forbearance, indulgence or relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

23. Severability

If any clause or part thereof of this Agreement is held / ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected, and shall remain valid, subsisting and binding on the Developer and the Purchaser(s) and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held / ruled illegal or invalid.

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Purchaser/s

SCHEDULE A PROPERTY

All that piece and parcel of residentially converted immovable property bearing Khatha No. 18/102 issued by BBMP, Ward No. 195, Konankunte (being portion of Sy. No. 102 situated at Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk), measuring 75,035 Sq. Ft but upon the physical inspection the area considered for development is 74,981 Sq. Ft and bounded as follows

EAST BY	Remaining portion of Sy. No. 102
WEST BY	Remaining portion of Sy. No. 102
NORTH BY	Road
SOUTH BY	Remaining portion of Sy. No. 102

SCHEDULE B PROPERTY

(Description of the Apartment agreed to be constructed)

A Four Bedroom apartment (Refer to the floor plan attached) bearing No.PCS-B004, on the Ground Floor, in the B Block /wing known as "Purva Coronation Square" (as per the key plan attached) to be constructed in the Schedule A Property, having a carpet area of 162.85 sq.mt (which is exclusive of balconies and utility space and external walls) OR a plinth/ built up area of 191.84 sq.mt (which is inclusive of balconies, utility spaces and walls of the apartment) and proportionate common area of 40.69 sq.mt together with Two Grand Covered car parking facility to be allotted separately together with/without exclusive right to use terrace/garden area of NIL Sq. Ft.

SCHEDULE C PROPERTY

(Proportionate Undivided share in Schedule A Property)

The 1.84% undivided share, right, title and interest in the Schedule A Property which approximately measures 128.21 square meters.


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Purchaser/s

SCHEDULE D

RIGHTS OF THE PURCHASER/S

The Purchaser shall have the following rights in respect of the Schedule D and E Property:-

1. The Purchaser shall be entitled to the Schedule B Property subject to the terms and conditions contained in this Agreement and the rules and regulations and the bye laws of the association of the apartment owners and Deed of Declaration that may be executed by the Vendor/Developer.
2. The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the common roads, passages in the Schedule A Property and the Project, the staircases, lobby, lift, and common areas (except the Terrace Garden and Car Parking Spaces) in which the Schedule B Property is constructed. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/ underground water tanks.
3. The right to subjacent, lateral, vertical and horizontal support for the Apartment from the other parts of the Building.
4. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule B Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires, roads and access which are or may at any time hereafter be, in, under or passing through the Building or any part thereof in the Schedule A Property.
5. The right to lay cables or wires for television, telephone and such other installations, in any part of the Building; however recognizing and reciprocating such rights of the other Semi Detached Villa/ Apartment Holders.
6. The right of entry and passage for the Purchaser and Purchaser's agents or workman to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building for the purpose of repairs or maintenance of the Schedule C Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused
7. The Purchaser has the right to use the common areas provided in the Residential Development and the limited access area of the Schedule a Property

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being in form of common roads, pathways, garden areas and other common amenities and facilities in the Schedule A Property.

SCHEDULE E

Obligations of the Purchaser

The Purchaser in addition to the covenants and conditions contained herein above, agree, confirm and undertake the following obligations towards the Vendors, the Developers and other Apartment Owners:

1. The Purchaser shall not at any time, carry on or suffer to be carried on in the property hereby agreed to be sold and conveyed or any part thereof or in the apartment any noisy, offensive or dangerous trade or pursuit or which may be or become in any way a nuisance, annoyance or danger to the Vendors / Developer or the other apartment owners or occupiers of the other apartments or the neighbors or which may tend to depreciate the value of the apartment or the building or any part thereof.
2. The Purchaser shall not do or suffer to be done anything in or to the Apartment which may adversely affect the Apartment or the building in which the Apartment is a part.
3. The Purchaser shall use the Schedule B Property only for residential purposes, strictly in accordance with the applicable rules and regulations.
4. The Purchaser agrees that the car parking spaces allotted to him / her / it / them shall be used only for parking of one car per slot and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc. The Purchaser shall not park any vehicles in any part of the Schedule A Property except in the parking area specifically allotted and earmarked for the Purchaser.
5. The Purchaser shall give to the other Semi Detached Villa and Apartments, necessary vertical, horizontal and lateral support for their Semi Detached Villa and Apartments and reciprocate and recognize rights of the other Semi Detached Villa and Apartments owners in the building as enumerated in Schedule D above.
6. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Complex in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Semi Detached Villa and Apartments owners, the cost of repairing and maintaining, all such sewers, drains and water lines as also the cost of maintaining and repairing

Vendor/Developer/Confirming Party

Purchaser/s

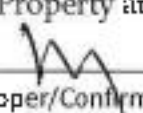
all common amenities such as common roads, staircases etc. and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Association formed of which the Purchaser is the member.

7. The Purchaser shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cess, title insurance charges, cost of maintenance and management of the Complex and charges for maintenance of services like water, sanitation, electricity etc., salaries of the employees of the Association of Owners of the project in which the Apartment is constructed and Association which would be formed for maintenance of all the common amenities and facilities of the development in the Schedule A Property as may be determined by the Managing Committee of such Association from time to time. The liability for such share shall commence from the date of intimation of the Apartment being ready or registered / conveyed, irrespective of whether the Purchaser has taken possession of the Apartment or not.

8. The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in place other than that demarcated and allotted by the Developer.

9. The Purchaser agrees that he /she/they shall pay regularly without default the maintenance charges which are fixed by the Vendor and thereafter by the Association of Owners. In the event of any default in payment by the Purchaser, the Service Provider shall be entitled to withdraw all or any of such services. The Purchaser is liable to pay service tax/other taxes, if any, levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall also contribute to the sinking fund for any capital expenditure as replacement of the generator, transformer or painting of common areas etc., payable in advance as may be determined by the Developer and thereafter the Associations which are formed. The scope of the maintenance shall be as decided by the Developer and thereafter by the association of owners that is formed taking into consideration several amenities and facilities of the Complex and also the common areas etc of the Schedule A Property, common areas and facilities like common garden, housekeeping, security, water supply, lifts operations and standby power supply etc.

10. The Purchaser shall also be liable to pay all the maintenance charges for the works that may be undertaken in the common areas of the Schedule A Property which are available for the use by the Semi Detached Villa and Apartments owners and shall be paid regularly without any default. The Purchaser has been fully informed that in the event of such default, the facilities and amenities provided in the Schedule A Property would suffer drastically and that would affect the entire Schedule A Property and other owners of the Development of the Schedule A


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Property; The Developer shall have the right to discontinue the maintenance services in case of default by the Purchaser or other Semi Detached Villa and Apartments Owners. Periodical statement of expenditure would be shared with the purchaser with respect to his / her apartment or Semi Detached Villa and any consolidated account, whether final or interim, shall be informed to the Association only and not to individual purchaser. The consolidated balance of advance maintenance fund of all the owners would be transferred to the Association after settling all maintenance expenses, incurred & obligated, after the Association certifies the Company of having discharged all its obligations with respect to the Schedule A Property

11. The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Complex or obstruct any open place in the Complex meant to be retained as open place or obstruct free movement of vehicles including fire tenders and such other vehicles required to ensure safety and statutory compliance.

12. The Purchaser or anyone claiming through them shall not in any manner object to the use of the said common areas in the Schedule A Property by other owners and occupiers of the other development of the Schedule A Property.

13. The Purchaser shall keep the common areas, open spaces, parking areas, passages in the Schedule A Property and part of the Development, lifts, staircases, lobbies etc. of the building in which the Apartment is situated, free from obstructions and in a clean and orderly manner and shall not encroach on any common areas. If there are any common utilities located in the terrace garden area, the allottee and owner of the terrace garden area will allow access for repairs of such common amenities installed in the terrace.

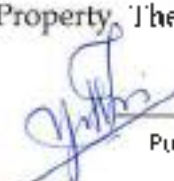
14. The Purchaser shall comply with all the statutory requirements with regards to the fire safety norms.

15. The Purchaser shall carry out their interior in the Apartment during the first 4 months from the date of the Vendor/Developer having informed that the Apartment is ready for occupation, from 9 am to 7 pm including all seven days of the week during those 4 months, and thereafter if any interior works are to be carried on or commenced the same shall be between 9 am to 1 pm and thereafter from 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.

16. The Purchaser will not dry clothes outside the balconies of the Apartment.

17. The Purchaser shall not throw garbage/rubbish/used articles in common areas, parks and open spaces, roads etc in the Schedule A Property. The Purchaser shall


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Purchaser/s

follow all rules and regulations laid down in this regard by the Developer/ Association for garbage disposal.

18. The Purchaser shall ensure that pets are always on leash. Adults must accompany pets at all time and shall not be allowed in the play area. The Purchaser shall also take liability in immunising/vaccinating his/her/their pets periodically.

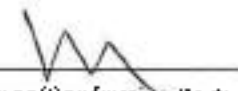
19. The Purchaser shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block and to carry out any internal works or repairs as may be required by the Managing Committee of the association.

20. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Complex or the Apartment and not to change the location of the toilets, kitchens or plumbing lines outside colour scheme, outside elevation/facade/decor of the Said Building or the Project. The parties have understood that this is a structural safety requirement of the building. The Purchaser at no point of time shall enclose in any manner any of the balconies of Bedroom, Living Room/Kitchen with Glass or Grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Vendor/ Developer.

21. The Purchaser shall not object to any demarcated or retained Terrace Garden Areas, Parking Areas of the available common areas and/or to allot these areas to Semi Detached Villa and apartments owners holding an apartment in the any of the Complex of Schedule A Property for their exclusive use and enjoyment.

22. The Developer is entitled to use any unsold Semi Detached Villa/apartments for the purpose of meeting and interacting with its customers, storing brochures and other basic materials required until the last vacant Semi Detached Villa/apartment has been sold. The Purchaser and the Association once formed, agree to have no objection regarding the same.

23. The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other Semi Detached Villa and apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and subject to the easement right, if any, and to share with the other Semi Detached Villas/apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid and/or in accordance with the rules, regulations, Bye-laws and terms of the


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Purchaser/s

association to be formed by or among the Semi Detached/apartment owners in the Building.

24. With regard to the common areas, open spaces, parking areas, passages, in the Schedule A Property and with regards to the Block in which the Apartment is constructed, the Purchaser shall keep the common areas thereof, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner without encroachment on such common areas and rubbish/refuse shall be disposed of only at the designated places in the manner specified.

25. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building, as may be prescribed by the statutory authority and/or the association of owners. The Purchaser shall with the other owners of the Semi Detached Villa and apartment take over the building and the maintenance thereof.

26. The Purchaser with the other owners of the Semi Detached Villa and apartment shall ensure and cause that at all times the annual maintenance contracts valid and subsisting with regards to all safety equipment such as lift, generator, equipment provided for fire safety, pollution control equipment, pumps, motors and other equipment as well as to take all such steps to ensure safety in and at the terrace levels, walls/cladding, swimming pools and other places. The Purchaser is fully aware that non-payment towards the annual maintenance contracts will adversely affect the safety of the Semi Detached Villa and apartment building and adversely affect safety and operation of all the equipment installed in the building.

27. The Purchaser along with the other Semi Detached Villa and apartment owners at all times maintain all facilities, machinery, equipments installed in the building/tower and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

28. The Purchaser shall keep the Apartment walls, drains, pipes and other fittings in good and habitable condition so as to support and protect the parts of the Block other than the Apartment of the Purchaser and also allow at all reasonable times other apartment owners or their agents or workmen to carry out internal repairs as may be required by the other owners and their representatives or the organization.



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Purchaser/s

Annexure 2

(Payment Schedule)

Sl.No	Activities	%	Amount
1	Booking Amount		500000
2	10 days from the date of booking (minus booking amount)	9.5	1221451
3	30 days from the date of booking	55.5	10056904
4	Completion of Plastering Internal	15	2718082
5	Completion of Plastering External	15	2718082
6	On intimation of Possession	5	906030
	TOTAL		1,81,20,549

Rupees One Crore Eighty One Lakh Twenty Thousand Five Hundred Forty Nine Only

"It is hereby understood and agreed that the events which are listed in the above payment schedule need not be in the same sequence and some of the activities can be commenced parallelly and the developer is entitled to demand the stage payment as per the activities commenced".



Vendor/Developer/Confirming Party



Purchaser/s

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE
FOLLOWING WITNESSES:

Signed by Vendors represented by their
Power of Attorney Holder M/s. Puravankara Limited
Represented by its Director / Authorized Signatory



Signed by Puravankara Limited
Represented by its Authorized Signatory



Signed by the Purchaser/s



WITNESSES:

1.

2.

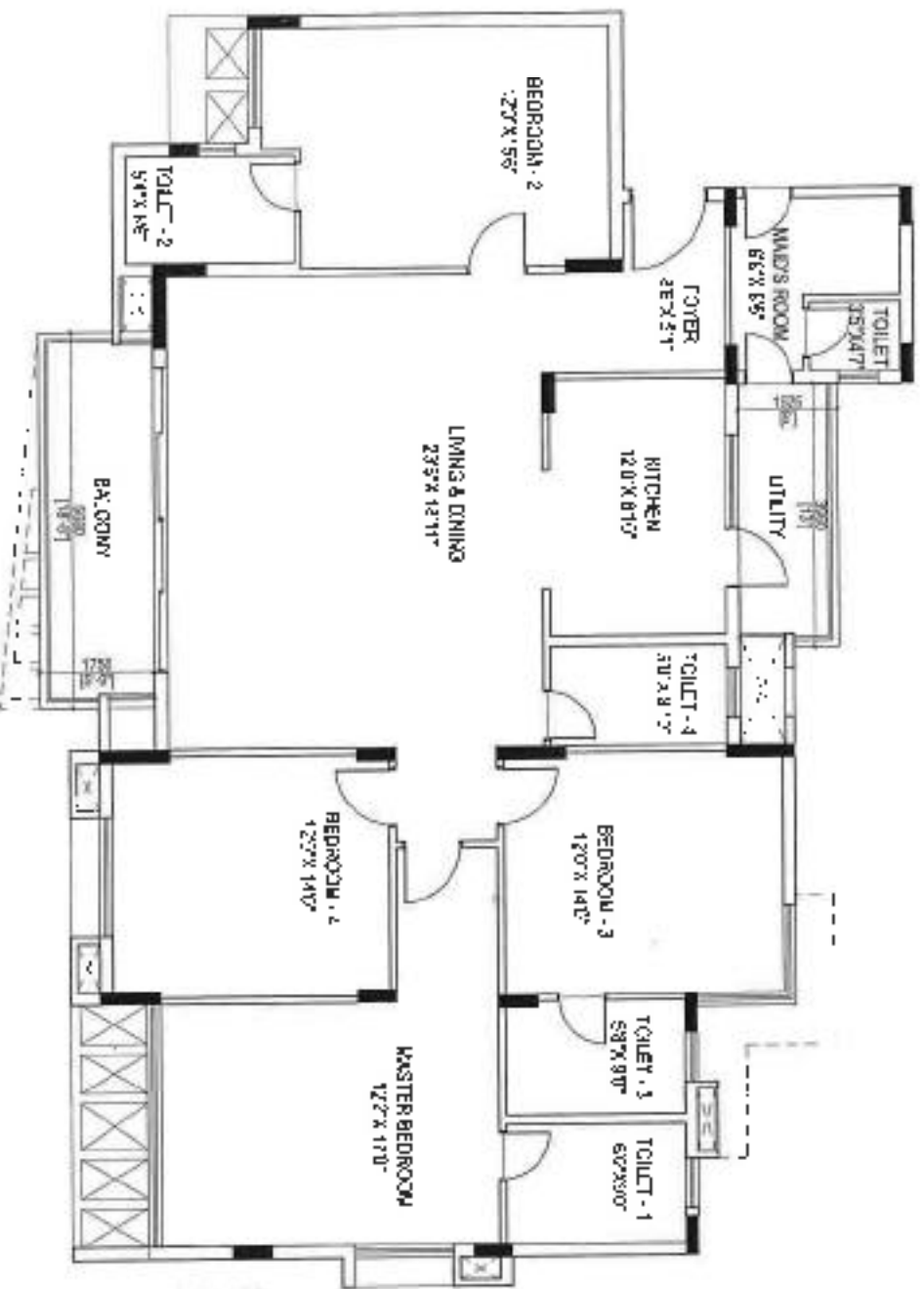
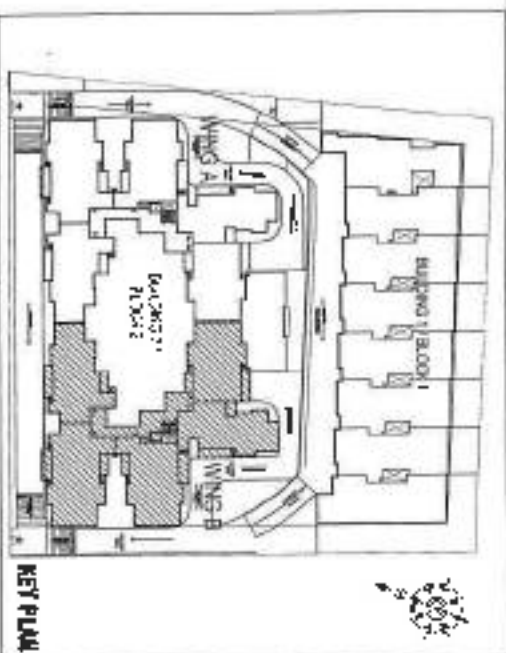


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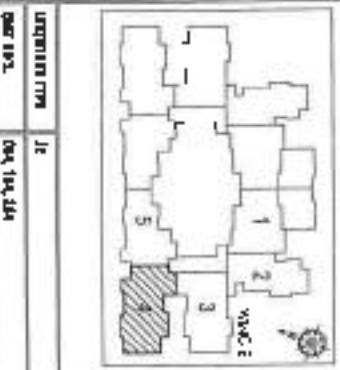




8.8.2020

N.H. Jadhav

07



DEVELOPER
M/S PUNAWANKAR LTD
10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

AGREEMENT TO BUY

DATE: 08/08/2020

PUNAWANKAR DESIGN STUDIO

CORONATION SQUARE

BENGALURU