

AGREEMENT FOR SALE & CONSTRUCTION

This Agreement for Sale and Construction (Agreement) made and executed on this the ___ day of ____ Two Thousand and Seventeen at Bengaluru:

Between:

1. **Mr. Raja Jayashankar**, Aged about 77 years, S/o Late Raja Sreekantiah Setty, Residing at No. 3, 36th Cross Road, 8th Block, Jayanagar, Bengaluru- 560 070
2. **Mr. Raja Udayshankar**, Aged about 51 years, S/o Sri. Raja Jayashankar, Residing at No. 3, 36th Cross Road, 8th Block, Jayanagar, Bengaluru- 560 070
3. **Mr. Raja Suchindra**, Aged about 49 years S/o Mr. Raja Jayashankar, F-2, 'Rajamahalakshmi', No.12, Basappa Road, Shantinagar, Bengaluru- 560 027
4. **Mr. Raja Datta Kumar**, Aged about 47 years, S/o Mr. Raja Jayashankar, G-1, 'Meenakshi Manor' No. 14/2, 10th 'D' Main Road, 5th Cross Road, First Block, Jayanagar, Bengaluru - 560 011

AND

5. **Mr. C. Chowriraj**, Aged about 70 Years, S/o Late Chowrappa @ Prakashappa, Residing at Chikka Kammanahalli village, Gottigere Post, Bennerghatta Road, Bengaluru South Taluk - 560 083

All 1 to 5, represented by their GPA Holder M/s Puravankara Ltd., earlier known as 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 Joint Managing Director / Authorised Signatory

(Hereinafter referred to as the "**VENDORS**" which expression shall, wherever the context so requires or admits, mean and include, their respective heirs, legal representatives executors, administrators and assigns) **of the First Part**

AND

PURAVANKARA LIMITED [earlier known as Puravankara Projects Limited], a Company incorporated under the Companies Act 1956, having its Registered Office at No. 130/1, Ulsoor Road, Bengaluru - 560 042, (Certificate of registration No. L45200KA1986PLC051571 dated 20.11.2009 issued by companies Karnataka), represented by its authorized representative / Joint Managing Director (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) **of the Second Part**

AND

_____ aged about _____ years, S/o _____
Residing at No. _____

(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 and permitted assigns) **of the Third Part**

RECITALS

- I. **Whereas** the Vendors are the sole and absolute owners of all that piece and parcel of the converted lands in Survey Nos. 29/1, 29/2, 52/1, 52/2, 24/3, 33, 34, 35/1, 35/2, 35/3, 36/2, 36/3, 36/4, 36/5, 36/6, 48,49/1, 49/2, 50, 51, 52/1, 52/2, 53/1, 53/2, 53/3, 53/4, 53/5 in all measuring 20 Acres 22.47 Guntas situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk more fully set out in the Schedule "A" hereto and herein after referred to as "**Schedule "A" Property**"
- II. **Whereas** the Vendors have entered into two separate Joint Development Agreement (for short referred as JDA) with the Developer herein for the development of the Schedule A Property. The details of the Joint Development Agreement entered are as below:
 - a. JDA dated 05.07.2013 registered as document No. BTM-1-01624-2013-14 and stored in CD bearing No. BTMD51 and registered in the office of the Sub Registrar, Jayanagar, BTM Layout entered into between Vendors No. 1 to 4 and the Developer.
 - b. JDA dated 05.07.2013 registered as document No. BTM-1-002276-2013-14 and stored in CD bearing No. BTMD54 and registered in the office of the Sub Registrar, Jayanagar, BTM Layout entered into between Vendor No. 5 and the Developer.
- III. **Whereas** the Vendors have also executed power of attorney in favour of the Developer as under:
 - a. Vendors No. 1 to 4 have executed a power of attorney dated 05.07.2013 registered as Document No. BTM-4-00101-2013-14 and stored in CD bearing No. BTMD51 and registered on 01.08.2013 in the office of the Sub-Registrar, Jayanagar, BTM Layout.
 - b. Vendor No. 5 has executed a power of attorney dated 05.07.2013 registered as Document No. BTM-4-00162-2013-14 and stored in CD bearing No. BTMD54 and registered on 16.09.2013 in the office of the Sub-Registrar, Jayanagar, BTM Layout.

- IV. **Whereas** the Developer formulated the scheme of development of the Schedule "A" Property comprising of semi detached villa (Villa Development) and club house facility in the Schedule "A" Property.
- V. **Whereas** the Vendors and the Developer have allocated the constructed area falling to their share under a supplemental agreement dated 20.11.2014 and the Developer herein by virtue of the said Joint Development Agreement read with the supplemental agreement dated 20.11.2014 is entitled to nominate buyers for the purchase of undivided share for the semi detached villas fallen to the share of the Developer and receive the sale consideration from such Purchaser directly without having to render any accounts to the Vendors for its share of the Villa Development and the sale of the Schedule "B" Property herein is part of the Developer's share of entitlement.
- VI. **Whereas** the Developer had made an application to the Bruhat Bengaluru Mahanagar Palike (BBMP) seeking plan approval for the group housing scheme and the BBMP has vide its sanction bearing No. 0714/2014-15 dated 10.11.2014 sanctioned the group housing scheme for the Development of the Schedule "A" Property and the project shall be known as **Sound Of Water by Puravankara**, (referred as **Project / Villa Development**).
- VII. **Whereas** as required under the statute, the Vendors have by vide a Deed of Relinquishment dated 28.04.2014 registered as document No. BDA-1-00302-2014-15 and stored in CD bearing No. BDAD202 have relinquished an area measuring 7869.339 Sq. Meters out of the Schedule "A" Property being the part of the Park and open space and an area of 3961.46 Sq. Meters has been reserved towards the civic amenities site.
- VIII. **Whereas** as required under the statute the Vendors and the Developer may also relinquish any area for setting up the sub-station and hand over such area to the statutory authority , however the FAR if any of such relinquished area would be available to the Developer, the Developer shall exploit if it so desires.
- IX. **Whereas** both the Vendors and the Purchaser have been informed that the Developer will be entitled to apply for the said civic amenities site for themselves and make use of the same at the discretion of the Developer herein and neither the Vendor nor the Purchaser shall have any objection and will not have objection to such application and use of the civic amenities site as stated herein.
- X. **Whereas** though Sy. No. 46 forms part of the Joint Development Agreement dated 05.07.2013 executed with the Vendors No. 1 to 4, the parties herein upon mutual discussions have agreed to omit survey number 46 from the development. The Purchaser shall obtain a separate plan for the development of the area in Sy No. 46 measuring 1 acre and 6.6 guntas and develop the same as a plotted area with semi-detached villa development. Accordingly survey number 46 has not been made part of the plan sanction

& the same does not form part of this agreement. It is agreed between the parties hereto that with respect to access to Survey No. 46, the purchasers of such plots/villas developed in this Survey number shall have perpetual access through the internal access path that has been shown and approved in the Development Plan. The purchasers of the plots/ villas that is going to be developed in this survey number shall have the right to use all the facilities in the main project with an obligation to pay the common facilities charges including the maintenance charges thereof.

- XI. Similarly Survey No.36/1 measuring 13 guntas though forms part of the Joint Development Agreement is not part of the sanction plans and has not been included in the development and Survey number 36/1 shall remain open to the sky / landscaped / lawned, and there shall be no construction of whatsoever nature.
- XII. **Whereas** the Purchaser has been made aware that the Developer is developing a Club within the portion of the Schedule A Property or on the civic amenities site which shall be the common amenities and facilities provided by the Developer. The Purchaser by virtue of the purchase of a Semi-Detached villas shall be entitled to the membership of such Club and such membership and usage shall be subject to the terms and conditions of membership of the Club and as shall be determined and prescribed by the Developer or the manager of the said Club.
- XIII. **Whereas** the Developer shall be taking up the development of the project being the semi-detached villa from time to time and in phases if required at the absolute discretion of the Developer.
- XIV. **Whereas** the Purchaser being desirous of owning a Semi-Detached villa in the project has approached the Developer to purchase the semi-detached villa bearing No. [___] of type [___], having carpet area admeasuring approximately [___] sq. meters on the [___] floor in building [___]/wing [___] along with right to use ___ number of car parking space attached to the semi-detached villa and exclusive right to use _____ [garden / balcony/ terrace] and right to use _____ car parking space in the surface car parking area with proportionate share in the common areas of the Project morefully described in the Schedule B herein and hereinafter referred to as the "**Schedule B Property or Semi Detached Villa**" along with corresponding undivided share in Schedule A Property measuring _____ Sq. Meters morefully described in the Schedule C herein and hereinafter referred to as the "**Schedule C Property or UDS**". The Purchaser hereby agrees to purchase the semi-detached villa from the Developer for consideration of ₹ [___] ([Amount in words]) and a sum of ₹ [___] ([Amount in words]) being the proportionate price of the Common Areas including UDS, Facilities and Amenities.
- XV. **Whereas** after mutual discussions between the parties the developer hereby agrees to sell the Semi-Detached Villa to the Purchaser and the Purchaser hereby agrees to purchase

the Semi-Detached Villa for consideration of ₹ [___] ([Amount in words]) and a sum of ₹ [___] ([Amount in words]) being the proportionate price of the Common Areas including UDS, Facilities and Amenities.

- XVI. **Whereas** the Purchaser(s) has/have requested inspection/information from the Vendors / Developer and the Vendors / Developer have granted inspection of the following documents and information to the Purchaser(s) and/or the Purchaser(s) Advocates/consultants:
- a. All documents of title relating to the Schedule A Property;
 - b. All Documents mentioned in the Recitals hereinabove and the revenue records;
 - c. 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;
 - d. Title Opinion;
 - e. 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.
- XVII. 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.
- XVIII. The Schedule and Annexures attached to this Agreement form an integral part of the Agreement.

NOW THIS AGREEMENT FOR SALE CUM CONSTRUCTION WITNESSES AS FOLLOWS:

1. Construction of the Project and Specifications:

- 1.1 The Developer shall construct the Project consisting [___] number of Semi-Detached Villas comprising ground, [___] and [___] upper floors on the Schedule A Property in accordance with the Sanctioned Plan as approved by the Authority from time to time.
- 1.2 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 Semi-Detached Villa of the Purchaser except any alteration or addition required by any Government Authorities or due to change in law.
- 1.3 The Schedule B Property shall be constructed in accordance with the specifications

contained in the Annexure ___ 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.

- 1.4 The Purchaser is aware that the Developer has included Granite Platform and Dado tiles in the Kitchen specifications. The 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 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 Semi-Detached Villa:**

The Developer agrees to deliver the Semi-Detached Villa on or before _____ or upon intimation of possession whichever is earlier.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Semi-Detached Villa on the aforesaid date, if the completion of Project in which the Semi-Detached 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 semi-detached villa along with a car parking for consideration of ₹ [___] ([Amount in words]) and a sum of ₹ [___] ([Amount in words]) being the proportionate price of the Common areas including UDS, Facilities and Amenities.

3.2 **Sale Consideration:**

The aggregate sale consideration for the Semi-Detached Villa is: ₹ [Amount for Semi Detached Villa] + ₹ [Amount for proportionate share of Common Areas including UDS, Facilities and Amenities] + ₹ [Amount for car], totally amounting to ₹ [total amount] hereinafter referred as “**Sale Consideration**”.

3.3 The Purchaser has already paid a sum of Rs. ___/-(Rupees _____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 ____ hereto.

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 Developer in part or in full as and when demanded or in full against handing over possession of the Semi-Detached Villa. 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 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 as and when demanded by the Vendor/Developer whether payable by them directly or through the Developer and the same shall be paid to the Developer as and when demanded by the Developer.

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 Semi-Detached Villa plus applicable taxes from time to time.

4.4 The cost and taxes as applicable on any work executed by the Developer either in addition to or in modification of what is specified in Annexure ____ 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 together with applicable GST and shall be paid to the Developer at the time of taking possession of the Semi-Detached Villa of within seven days of the Vendor/Developer informing that the Semi- Detached Villa 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 first year 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 18% per annum, from the due date till payment. The Developer shall, at the time of handing over of the maintenance to the Association or other agency appointed by it, as provided elsewhere in this agreement, provide a Statement of Account 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 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 Schedule B Property and the amounts payable under clause 3 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.
- 4.7 All the amounts set out in clause 4 herein shall be paid by the Purchaser along with the installment set out in Annexure - ___ 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 would become applicable and the Developer shall be entitled to exercise any of the options set out in clause 7 below.
- 4.8 That the Purchaser agrees to pay all the statutory dues to the respective statutory authorities including for that of the building/tower to be constructed from the date the Semi-Detached Villa is ready for occupation and upon intimation of the same by the Developer, whether possession of the Semi-Detached Villa is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as Insurance, Municipal taxes and cess, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule A Property and the Building/tower/tower/s standing thereon.

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) 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) would be debited to the Purchaser's account & the same would be recovered from the installment amount paid by the Purchaser. This is without prejudice to the right of the Vendor to terminate this Agreement as breach on the part of 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 ___ 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 Schedule B Property 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 Semi-Detached Villa 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 Semi-Detached Villa 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 Semi-Detached Villa to the Purchaser as agreed above or such extended period of time for completion of the Project as granted by the Competent Authority, the Purchaser shall, at his/her/its/their discretion:

- 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 total Sale Consideration paid by the Purchaser. Interest shall be payable for every month of delay or part thereof, from the date on which the Semi-Detached Villa was agreed to be delivered, till the date the Developer announces their readiness to hand over the possession of the Semi-Detached Villa; or
 - b. Be entitled to terminate this Agreement with 15 (fifteen) 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 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 Semi-Detached Villa, 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:
 - (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. The 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 Purchasers 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 Semi-Detached Villa 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 Purchasers 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 Semi-Detached Villa shall be cleared and the Developer shall regain possession of the Semi-Detached Villa, 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.

8 Permissible Variations:

8.1 The Semi-Detached Villa 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 Semi-Detached Villa 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 Semi-Detached Villa to the Purchaser, subject to a variation cap of ___% (___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 Semi-Detached Villa may reduce from the carpet area mentioned herein by up to ___% ("**Permissible Deviation**"). If the actual Carpet Area is less than ___% of the Carpet Area mentioned herein at the time of offering the possession of the Semi-Detached Villa, 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 Semi-Detached Villa that is being constructed by the Developer may be constructed using Aluminum Formworks which can have shear / concrete walls or any other system which the Developer 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 Semi-Detached Villa.
- 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. In case the area reserved towards civic amenities and installation of electrical sub-station is not relinquished or surrendered, then in such an event the same would be additionally conveyed proportionately to all the Purchaser.
- 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 Semi-Detached Villa. It is hereby agreed that there would be no amounts payable for such variations in the common area allocated to the Semi-Detached Villa.

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 on the other part of Semi-Detached Villa Development or any part thereof. 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. Further the Purchaser undertakes that he /she / they/it 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 on the surface /Terraces Area allotted specifically to the other purchasers
- 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 shall 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 Semi-Detached Villa on a specified given date or period at the discretion of the Developer.
- 9.3 The Purchaser is fully aware of the exclusive rights allotted to the Semi-Detached villa owners of the open areas attached to each of the Semi-Detached villas and that such allotment is for the exclusive use of such Semi-Detached villas to the exclusion of other purchaser of undivided share. The Purchaser covenants that the Purchaser shall not interfere in such allotted areas of each of the Semi-Detached villas
- 9.4 The Purchaser is fully aware that the said Project consists of several semi detached villas and all the semi detached villas cannot be completed at the same time. The Purchaser is also aware and agrees that all the common amenities and facilities of the said Project in the Schedule "A" Property shall be completed from time to time and not at the same time.
- 9.5 The Developer being unundertake shall be held by all the owners of the semi-detached villas as "co - owners" each having an undivided share therein as per the terms and conditions of the Deed of Conveyance obtained from the Vendor and the Developer and all, water lines, sewer lines as also the other areas which are used in common by the Semi-Detached villa owners, shall belong to and vest in the owners, to be used by all of them jointly and in common.
- 9.6 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.

9.7 The Developer shall make provisions for the supply of electricity through BESCO / KPTCL. In the event of there being any shortage of power or non-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 during the initial period of first 12 months the same is arranged by the Developer, Purchaser shall pay for such electricity charges provided through diesel generators.

9.8 The Purchaser shall not question the location / installation or setting up of substations/ Transformer/s, Diesel Gensets, OWC, / Water Treatment Plant, STP, mobile STP till the main STP is operational till minimum load for operation is achieved, SUMP & 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.

9.9 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.

9.10 The Developer would be making provisions for disposal/treatment of sewage from each Semi-Detached Villa 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 for a maximum period of 12 months and the Purchaser shall bear the charges for the same. Thereafter, the association of Semi-Detached Villa owners shall take responsibility for the same.

10 Defect Liability & Remediation:

10.1 Subject to the Purchaser(s) adhering strictly to the Semi-Detached Villa use and maintenance manual, normal wear and tear, 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 Semi-Detached Villa or any defects on account of workmanship, quality or provision of service, then:

- a. where such defect or damage is on account of and attributable solely to the Developer failing to exercise diligence in construction of the Project and/or Semi-Detached Villa, the Developer shall rectify the identified defect at its own cost;
 - b. where such defect or damage has occurred on account of the Purchaser failing to maintain the Semi-Detached Villa and/or the Semi-Detached Villa 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 Semi-Detached Villa 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.
- 10.2 In the event Developer fails to rectify defects identified in accordance with Clause 10.1(a) above, Purchaser(s) shall be entitled to receive actual costs incurred by the Purchaser(s) in undertaking rectification of such defects.
- 10.3 The Developer shall, however, not be responsible or liable to comply with its obligations stated in Clause 10.1 above, if the Purchaser(s) and/or the Semi-Detached Villa Owners Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Semi-Detached Villa/Project 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.
- 10.4 The Purchaser(s) shall use the Semi-Detached Villa or any part thereof or permit the same to be used only for purpose of a residence and any use of the Semi-Detached Villa for any purpose other than residential use shall absolve all liability of the Developer under this Clause 10. **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.**

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 Semi-Detached Villa. In the event of the Purchaser failing to make payments under this Agreement and take conveyance in his/her/its 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 Semi-Detached Villa 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 Unit 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 ____ 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 be providing a Club House in the project which would be managed professionally taking into consideration the facilities provided therein and the Purchaser 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 Purchaser 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 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.
- ii. The membership of the Club House is available to the Purchaser as long as the Purchaser is the owner of the Semi-Detached Villa. In the event of the sale or transfer of the Semi-Detached Villa 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:
 - In the event of the Semi-Detached Villa 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 Semi-Detached Villa would be entitled to use the said Club House.
 - In the event of the Semi-Detached Villa 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.

- In case of inheritance of the said Semi-Detached Villa, then in that event, the person inheriting / occupying the Semi-Detached Villa shall be entitled to membership of the said Club House.
- In the event of there being co-owners of Semi-Detached Villa then in that event such co-owners occupying the Semi-Detached Villa will be entitled to the use of the said Club House. In any other case like tenancy, lease, license etc., the occupier of the Semi-Detached Villa 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 Semi-Detached Villa of the project and would be constructed independently in due course of time after the Semi-Detached Villa 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 Semi-Detached Villa 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.

12.6 The Schedule A Property on which the Complex is to be constructed will be held by all the Semi-Detached Villa owners as "co-owners" each having an undivided share therein and all passages, staircase, water lines, sewer lines as also the other areas which are used in common by the Semi-Detached Villa owners, will belong to and vest in the Semi-Detached Villa owners, to be used by all of them jointly and in common and none of the Semi-Detached Villa owners shall place any obstructions or store or keep any articles in the common areas of the project. The purchasers of the Semi-Detached Villa 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 Project:

- 14.1 The Purchaser shall, from the date the Semi-Detached Villa 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 project 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 project for a maximum period of 12 months from the date of receipt of Occupancy Certificate and thereafter hand over the maintenance to the 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 project 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 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 Developer. The Purchaser or anybody claiming through the Purchasers shall not object to the same even after the association is formed.
- 14.3 After the maintenance of the project is handed over to the Owner's Association that has been formed, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the 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 owners of the project 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 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 Vendor have clear and marketable title with respect to the Schedule A Property as declared in the title report attached to this Agreement in Annexure - ____, and has the Developer has necessary rights to carry out development upon the Schedule A Property and also has actual, 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 Semi-Detached Villa and the Schedule C Property in favour of the Purchaser.
- 15.3 That when the Semi-Detached Villa and the Schedule 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 as per the Scheme.
- 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 Semi-Detached Villa and Schedule 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 Vendors 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 That the Purchaser has satisfied himself/herself/itself / themselves with respect to the fixtures, amenities and specifications to be provided in the Semi-Detached Villa as listed in the Annexure ___ 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.
- 16.3 That the Purchaser shall not be entitled to claim possession of the Semi-Detached Villa and the Schedule C Property until the Purchaser fulfills and performs all the obligations and complete all payments under this Agreement.
- 16.4 That the Purchaser shall bear the cost of Stamp Duty, Registration charges in connection with this Agreement for Sale and the Sale Deed and legal fees. The Purchaser shall also pay for and towards the Khata Transfer charges/fees, as may be demanded by the Statutory Authorities.
- 16.5 The Purchaser shall pay to the Developer service charges (plus applicable tax) for undertaking the aforesaid.
- 16.6 The name of the project put up on the Schedule A Property will be known as "Sound of Water by Puravankara". The name of the project or blocks shall not be changed or altered by the Purchaser or the Owners' Association at anytime. 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.
- 16.7 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 input credits after GST implementation and market conditions as on date of the application for allotment and the Purchasers shall have no right to renegotiate on the consideration in comparison with the other purchasers and/or for whatsoever other reasons may be.
- 16.8 The Purchaser has been informed and has agreed that the Developer shall be entitled to subject the Schedule A Property and the construction including the semi-detached villa 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 Owners' Association that shall be formed by the Developer.

- 16.9 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 semi-detached villa 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.
- 16.10 The Purchaser with other Purchaser shall elect members of the Owner's Association within one year of the first semi-detached 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 Owners' Association that may be formed in regard to ownership or enjoyment of such semi-detached villa 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 project 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 covenants that in the event of the demolition due to any reasons, the Purchaser shall be entitled to reconstructed are as set out in the Schedule B Property

irrespective of the UDS conveyed and such construction shall be in the project and within the land on which the semi-detached villa is constructed. Accordingly the Purchaser covenants that the other owners of the project shall also be entitled to the same benefits and bound by same obligations.

- 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 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 In the event of there being any redevelopment of the Schedule "A" Property for any reason whatsoever the Purchaser herein would be entitled to such undivided share in the Schedule "A" Property corresponding to the size of the Schedule "B" Property and the Schedule "B" Property shall be constructed in the location as the present location within the Project and not anywhere else. Such construction shall be based on the same floor area ratio used under this Agreement and not the available floor area ratio either at present or in the future. The Purchaser covenants and undertakes that no construction shall exceed ground and one upper floors with the similar set back as applicable to the Schedule B Property. This covenant runs as a covenant along with the semi-detached villa and land agreed to be conveyed under this Agreement.

17 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.

18 Disputes Resolution:

Any dispute or difference between the Parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably failing which the Courts in Bangalore will have jurisdiction to settle any disputes.

19 Notices :

19.1 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@puravankara.com

Phone Number : _____

Fax Number : _____

Purchaser

Email Address :

Phone Number :

Fax Number :

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 all documents for sale and/or transfer of the semi-detached villa 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 Semi-Detached Villa.

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.

SCHEDULE - 'A' PROPERTY

All that piece and parcel of the converted immovable properties bearing Sy. Nos. 29/1, 29/2, 52/1, 52/2, 24/3, 33, 34, 35/1, 35/2, 35/3, 36/2, 36/3, 36/4, 36/5, 36/6, 48,49/1, 49/2, 50, 51, 52/1, 52/2, 53/1, 53/2, 53/3, 53/4, 53/5 in all measuring 20 Acres 22.47 Guntas including the areas relinquished towards the Park and Open Spaces and areas reserved towards civic amenities situated at Kammanahalli Village, Begur Hobli, Bangalore South Taluk and bounded on :

| | |
|-------|--|
| East | Balance portion of property bearing Sy. Nos. 29/1, 36/6, 36/5, 36/4, 36/3 and Sy.No.20 |
| West | Property bearing Sy. Nos. 24/2, 61/3, 57/7, 57/6, 53/6, 53/7, 54, 47, 45 and 44 |
| North | Property bearing Sy. Nos. 56/2, 55, 53/6, 47, 46 and 37 |
| South | Property bearing Sy. No. 24/1, 24/2, Road and remaining portion in Sy. No. 24/3, 32, 31/2 ,29/2 and Road |

SCHEDULE "B" PROPERTY

_____type of the semi detached Villa bearing No. ____ constructed in the Schedule A Property known as **SOUND OF WATER by PURAVANKARA**, having ground ,2 floor and terrace on the 3rd level having a carpet area of ____ sq. ft (which is exclusive of balconies & utility space & external walls) OR a plinth / built up area of ____ sq. ft (which is inclusive of balconies, utility spaces and walls of the Villa) and proportionate common area of ____ sq. ft along with exclusive right to use the Terrace of ____ sq. ft. and exclusive right to use _____ Covered car parks attached to the semi-detached villa and ____car park in the surface car parking area.

SCHEDULE "C" PROPERTY

_____ % undivided share out of the Schedule 'A' Property corresponding to the Schedule 'B' Property which approximately measures _____ sq. ft

SCHEDULE - D

RIGHTS OF THE PURCHASER IN REGARD TO THE SCHEDULE "B" 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 regulation and the bye laws of the association of the semi detached villa owners and Deed of Declaration that may be executed by the Developer and the Vendors.
2. The Purchaser and all persons authorized 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. 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 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 which are or may at any time hereafter be, in, under or passing through any part of the Project in the Schedule "A" Property or any part thereof.
4. The right to lay cables or wires for Radio, Television, Telephone and such other installations through designated conduits, ducts and shafts, in any part of the Project, however, recognizing and reciprocating such rights of the other owners of the Project.
5. The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Project at all reasonable times after notice to enter into and upon other parts for the purpose of repairs or maintenance of the Schedule "B" 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 semi-detached villa owners and making good any damage caused.
6. The Purchaser has the right to use the common areas provided in the Project and the limited access area of the Schedule "A" Property being in form of common roads, pathways, garden areas and other common amenities and facilities in the Schedule "A" Property.
7. That the swimming pools constructed on the terrace of the villa shall be a private pool, the use of which shall be exclusive for the use of the Purchaser/occupants and their guests only.

SCHEDULE -F

OBLIGATION OF THE PURCHASER IN REGARD TO THE SCHEDULE "B" Property:

1. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule "B" Property or any part thereof any noisy, offensive or dangerous trade or pursuit

which may be or become in any way a nuisance, annoyance or danger to the Developer or the other semi-detached villa owners or occupiers or the neighbors or which may tend to depreciate the value of the said semi detached villa or any part thereof.

2. The Purchaser shall use the Schedule "B" Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced villa, guest house transit home/s.
3. The Purchaser shall give to the other semi-detached villa, necessary vertical, horizontal and lateral support for their semi-detached villa, and reciprocate and recognize the rights of the other owners as are enumerated in Schedule -E above.
4. The Vendor is entitled to use any unsold Semi Detached Villa for the purpose of meeting and interacting with its customers, storing brochures and other basic materials required until the last vacant Semi-detached Villa has been sold. The Purchaser and the Owners Association once formed, agree to have no objection regarding the same.
5. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other semi detached villa 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 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 association formed of which the Purchaser is the member.
6. The Purchaser shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cess, insurance charges, cost of maintenance and management of Project and charges for maintenance of services like water, sanitation, electricity etc., salaries of the employees of the Association of Owners of the semi detached villa which would be formed for maintenance of all the common amenities and facilities of the Project 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 Schedule "B" Property being ready or registered / conveyed, irrespective of whether the Purchaser has taken possession of the Schedule "B" Property or not.
7. 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.
8. The Purchaser agrees that the Purchaser shall pay regularly without default the maintenance charges which are fixed by the Developer and thereafter by the Association of Owners. In the event of any default in payment by the Purchaser, the Service Provider will 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 quarterly 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 are formed taking into consideration several amenities and facilities and also the common areas etc of the Schedule "A" Property common areas and facilities like, security, water supply, and standby power supply etc.

9. 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 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 and any additional area that may be amalgamated would suffer drastically and that would affect the Development of the Schedule "A" Property and amalgamated additional area if any. The Developer shall have the right to discontinue the maintenance services in case of default by the Purchaser or other semi detached villa owners.
10. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the Project. The Purchaser shall with the other owners of the semi detached villa take over the Project and the maintenance thereof.
11. The Purchaser with the other owners of the semi detached villa shall at all times keep the annual maintenance contracts with regards to all safety equipments such as, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in Project.
12. The Purchaser along with the other semi detached villa owners at all times maintain all facilities, machinery, equipments installed 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

13. After the maintenance of the Project is handed over to the Association that has been formed, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the 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. The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open place in the Schedule "A" Property with or without additional area 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.
15. The Purchaser or anyone claiming through them shall not in any manner object to the use of the said common areas by other owners and occupiers of the Project of the Schedule "A" Property and additional area if amalgamated.
16. The Purchaser shall keep the common areas, open spaces, parking areas, passages in the Project, free from obstructions and in a clean and orderly manner and shall not encroach on any common areas.
17. The Purchaser shall carry out their interior in the Schedule "B" Property during the first 4 months from the date of the Developer having informed the Schedule "C" Property 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 during 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.
18. The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule 'B' Property into the common areas and passages.
19. The Purchaser will not dry clothes outside the balconies of the Schedule "B" Property.
20. The Purchaser shall keep the walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Project, and to carry out any internal works or repairs as may be required by the Managing Committee of the association.
21. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Schedule "B" Property and not to change the location of the toilets, kitchens or plumbing lines outside color scheme, outside elevation/facade/decor of

the Project. 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 Developer. The Vendor shall be entitled to erect, retain and maintain hoardings or display boards of permissible size at a permanent display area with or without electricity and other connection in the area demarcated for this purpose in the Schedule A Property for display of material concerning the Company

22. The Purchaser shall not construct any kind of structure (permanent or temporary) in the open area being appurtenant land to the semi-detached villa or any of the terrace areas of the Schedule "B" Property.
23. The Purchaser shall not alter or subscribe to the alteration of the name of the Project, which shall be known as "Sound of Water by Puravankara".

Annexure 1.

Specifications & Amenities

Annexure 2

(Payment Schedule)

“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”.

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

Witnesses:

Vendor

1.

Developer

2.

Purchaser

Housiey.com