

AGREEMENT TO SELL

This Agreement to sell is executed on this the _____ Day of _____, Two Thousand Twenty Four (____.____.2024) at Bangalore.

BY

PROVIDENT WHITE OAKS LLP, being a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (LLPIN: ABC-1633 ; PAN: ABCFP9036A) having their registered office at 130/2, Ulsoor Road, Bangalore-560042, represented by its authorized signatory, hereinafter referred to as "**Promoter**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns) of the First Part;

IN FAVOUR OF

Mr./Mrs./Ms. _____, Aged about _____ years, S/o _____, Residing at _____, (PAN: _____) (AADHAR No. _____), hereinafter called and referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees) of the Second Part.

"**Party**" and "**Parties**" shall mean the Promoter and Purchaser referred to individually or collectively, as the context requires.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) "**Association**" or "**Association of Owners**" or "**Owners Association**" all mean the same, being the association of owners of Apartments, formed in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972, and the Karnataka Apartment Ownership Rules, 1974 and any amendments thereto from time to time.
- c) "**Authority**" or "**Authorities**" means the local authority or any other authority created or established, under any law for the time being in force, by the Government that exercises jurisdiction over the land, and is vested with the power to grant permission for the development of the Project Land; and includes any union, state, local or other governmental,

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administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, including but not limited to the Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore International Airport Area Planning Authority (BIAAPA), or other local planning authority or other competent authority having jurisdiction over the layout land.

- d) "**Booking Amount**" means the total of all sums paid by the Purchaser, not exceeding 10% of the Sale Price of the Apartment, plus applicable Taxes.
- e) "**Deed of Declaration**" means the deed of declaration executed by the Promoter to submit this Phase of the Project under the provision of the Karnataka Apartment Ownership Act, 1972 and rules thereunder.
- f) "**Force Majeure**" means occurrences of wars, floods, drought, fires, epidemics, pandemics, cyclones, earthquakes or any other calamity caused by nature or events of an unforeseeable nature that disrupt, are capable of disrupting, or adversely affecting Development in the normal course.
- g) "**Interest**" means the rate of interest payable under this Agreement by Promoter or Purchaser as the case may be, which is to be calculated at the rate of 2% over and above the then prevailing highest State Bank of India Marginal Cost Lending Rate (MCLR).
- h) "**Possession Intimation**" means the written notification sent by Promoter to Purchaser informing Purchaser that Purchaser's Apartment is ready for possession and may also contain details of balance amounts due and payable by Purchaser to Promoter, interest due on delayed payments if any, Additional Charges payable, amongst other details.
- i) "**Taxes**" shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to central goods and services tax, state goods and services tax, integrated goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Apartment.

WHEREAS

- A. The Karnataka Industrial Area Development Board ("**KIADB**") allotted Plot Nos. R-4-Part- A and R-4-Part-B of Hardware Sector at Hitech, Defence and Aerospace Park, Bengaluru, measuring approximately 40470 square meters and comprised in Sy. No. Parts of 177 (Block No. 1, 2 and 3) within the limits of Bagalur village and 72, 73/1, 73/2, 73/3, 73/4, 74/1, 74/2, 74/3, 74/4, 75, 76, 78/2, and 78/3 within the limits of Hoovinayakanahalli, both at Jala Hobli, Yelahanka Taluk, Bengaluru Urban District; more fully described in **Part A of Schedule -A** (collectively referred to as the "**Larger Extent**") to M/s White Oaks ("**Firm**") vide the following

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allotment letters:

- (i) Allotment Letter dated 24.11.2021 and bearing no. KIADB/HO/Allot/20670- Vol - I/10545/2021-22
 - (ii) Allotment Letter dated 24.11.2021 and bearing no. KIADB/HO/Allot/20670- Vol - I/10546/2021-22
- KIADB further issued a Possession Certificate dated 22.03.2022 and bearing no. IADB/AE/20670 Vol-II/1001/2021-22 with respect to the Larger Extent to M/s White Oaks.
- B. The Firm was reconstituted under the Reconstituted and Restated deed of Partnership dated 01.12.2021, whereby Provident Housing Limited was inducted as partner, who has agreed to undertake development of a mixed-use complex with amenities. Subsequently, the said Firm was converted into a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and was named as Provident White Oaks LLP (**Promoter**). KIADB recognized the conversion of the Firm to a limited liability partnership – Provident White Oaks LLP and issued a Possession Certificate by way of an Endorsement dated 20.02.2023 bearing No. KIADB/EE-3/1192/2022-23 in the name of the Promoter. In pursuance of the foregoing, KIADB executed a Lease Cum Sale Agreement dated 22.02.2023 ("**Lease Cum Sale**") in favour of the Promoter herein and registered on 02.03.2023 bearing document No. JAL-1-04711-2022/23 in the office of the Senior Sub Registrar Gandhi Nagar (Jala) Bangalore.
- C. As per the said Lease cum Sale, the Promoter is authorised to develop a mixed - use project and on the Larger Extent and to enter into Agreement to Sell for sale of units with purchasers/ customers, on obtaining sanctioned plan and RERA registration. Upon completion of the project and receipt of Occupancy Certificate by the Promoter, KIADB would execute Sale Deed in favour of Promoter for the completed phase the currency of the lease period or at the end of ten years or extended period, if any and the Promoter thereafter shall have the right to execute and register the sale deed in favour of the purchasers.
- D. The Promoter with the intention of developing the Larger Extent into a mixed-use project comprising residential, retail and commercial development formulated a scheme for developing the same in phased manner. In pursuance of the same the Promoter applied for and obtained from KIADB, Building Permit dated 12.06.2023 bearing no. DO3-KIADB-00210/22-23/BP ("**Building Permit**"), comprising residential, retail and commercial development and named the project as "**Provident Ecopolitan**".
- E. As per the regulatory requirements, the Promoter has reserved an extent of 4047.91 square meters towards parks and open spaces and has further reserved an extent of 2023.51 square meters towards civic amenities. The net area available for development after deducting the

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area reserved for parks and open spaces is 36,423 square meters (hereinafter referred to as "**Project Land**") and more fully described in Part B of Schedule – A). From and out of the Project Land, the Promoter has commenced the development on a portion of land shaded in grey for putting up retail, residential and commercial development in a phased manner (for brevity referred as "**Existing Development**") and had reserved the balance area hatched in black for future development (for brevity referred to as "**Current Development**"). The Existing Development and Current Development together is referred to as "**Larger Project**".

- F. The extent reserved for civic amenity is being proportionately distributed to all apartments in the Larger Project. The said civic amenity area shall be used as per the rules and regulations framed by the authority in this regard. Further the undivided interest in land being distributed is considering the overall consumption of FAR on the Project Land.
- G. The Promoter now proposes to develop residential complex on the remaining portion of the Larger Extent/Current Development consisting of 2 Blocks/towers/wings along with the common areas appurtenant thereto, hereinafter referred to as "**Phase 5/This Phase**") and has named the current development on the Larger Project as "**Provident Ecopolitan Phase 5**".
- H. The Promoter in order to develop Phase 5, has applied for and obtained Alteration/modification to the Building Permit from KIADB, vide No. DO3-KIADB-00118/24-25/ALT dated 26.12.2024 (hereinafter referred to as the "**Sanctioned Plan**"). The copy of the Sanctioned Plan is enclosed in Schedule – A.
- I. The Promoter has registered this Phase under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka (the "**Regulatory Authority**") and the Regulatory Authority has granted registration No. _____, details of which can be viewed on <https://rera.karnataka.gov.in>. A copy of the registration certificate is attached to this Agreement and marked as **Annexure – 1**.
- J. Pursuant to the Purchaser's application dated __, Promoter has allotted an Apartment bearing No. __ of type __ in __ floor of _____ block / tower/ wing/ building of Phase I (for brevity referred to as "**Building**"), having carpet area admeasuring approximately sq. meters (__Sq. Feet), along with exclusive balcony measuring ____Sq. Meters (____Sq. Feet) [and _____number of car parking space (covered/stilt) _____electric charging point (with/without) with an exclusive right to use ____Sq. Meters (____Sq. Feet) of [garden / balcony/ terrace] and more fully described in Part A of the Schedule B herein. The corresponding undivided interest of __ % in the Project Land is more fully described in Part B of the Schedule B herein. Part A and Part B of the Schedule B is hereinafter referred to as the "**Purchaser's Apartment**". The spot identification of the car park will be determined by the Promoter, at their discretion, after

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finalization of the parking layout It is hereby clarified that any open car park if allocated is for the exclusive right to use to the apartment to which it is granted, and no separate consideration is collected from such apartment owner.

- K. Purchaser has/have requested, and Promoter has given the Purchaser digitized copies of all title documents, conversion orders, No-Objection Certificates, Approvals, consents, registrations, permissions, building plans, floor plans, specifications, and sanctioned plan, Title Opinion for verification of title and power of the Promoter to construct and sell the Purchaser's Apartment.
- L. Prior to execution of this Agreement, Purchaser has obtained independent legal advice with respect to this Agreement, the transaction contemplated herein, and rights and liabilities of the Parties with respect to the Purchaser's Apartment and is/are satisfied that – (i) the Promoter's title to the Larger Extent is valid, clear, and marketable; (ii) all necessary approvals, licenses, and consents have been obtained; and (iii) the Promoter is fully entitled to develop and construct the Larger Project in accordance with the Sanctioned Plan or modified plans obtained at a later point in time. Purchaser confirms and undertakes that he/she/they/it has/have verified and ascertained his/her/their/its financial standing and capability to consummate the transaction under this Agreement, and make all payments required without delay, demur, or default.
- M. Promoter is fully competent to enter into this Agreement and all legal formalities, with respect to the right, title and interest of Promoter regarding the Larger Extent on which this Larger Project is to be constructed, have been completed.
- N. Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
- O. Promoter has made the following Disclosures with respect to the Larger Project and Sanctioned Plan:
 - (i) KIADB has executed a Lease cum Sale Agreement, as detailed above, for a period of 10 years with a condition that absolute Sale Deed shall be executed phase wise after obtaining the occupancy certificate for the completed phase of the Project/ Building during the currency of the Lease period or at the end of ten years or extended period, if any.
 - (ii) KIADB has given permission to Promoter herein to enter into this Agreement to sell the Purchaser's Apartment in the Project on obtaining Plan approvals and RERA registration.
 - (iii) Promoter will execute the Sale Deed for the Purchaser's Apartment in favor of the Purchasers

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only after execution and registration of the Sale Deed from the KIADB in favor of the Promoter.

- (iv) Promoter shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas, amenities and facilities of the Project and shall be entitled to free and uninterrupted access, at any point of time, in any part of the Project Land until the completion of construction of the Larger Project.
- (v) Promoter will be developing this Phase of the Project and also constructing and completing other Towers and Buildings of the Larger Project in a phased manner. Purchaser has further assured and agreed that he/she/it/they shall have no objection to the Promoter completing the other towers/buildings and other phases of the Larger Project even if Purchaser has taken possession of Purchaser's Apartment.
- (vi) Conveyance under the Deed of Sale shall be based solely on consumption of overall FAR in the Larger Project.
- (vii) The Purchaser's Apartment, Common Areas of the Project, Common Amenities and Facilities of the Project shall be used strictly in terms of the rules and regulations formulated by the Promoter and/or the respective Association(s) of Owners.
- (viii) The benefit, and enjoyment of balance unutilised FAR, proposed FAR, additional FAR, or incentive FAR if any, shall at all times belong to the Promoters only, which the Promoter is entitled to utilize at its discretion, in any subsequent phases of the Larger Project. Further the Promoter alone is entitled to use and deal with the development potential of the Larger Extent under existing and/or future rules and regulations pertaining to FAR, TDR, incentive FAR, proposed but not sanctioned FAR or additional FAR for the construction of other phases of the Project, in such manner as Promoter, in its sole discretion, deems fit without however affecting the entitlement of the Purchaser. The benefit and enjoyment of any future increments or enhancements to FAR available in respect of the Larger Extent shall always vest with and belong exclusively to the Promoter.
- (ix) The Common Amenities & Facilities of the Larger Project are detailed in Annexure 4. Commissioning and operationalising one or more of the Common Amenities & Facilities of the Project is subject to occupancy of not less than 65% of the sold Apartments.
- (x) Purchaser is aware and has agreed that Developer is entitled to deal with and grant the exclusive right to use Limited Common Areas to purchasers of specific Apartments. The Deed of Declaration shall provide the details of such limited common areas, its terms and conditions of use and exclusivity rights associated therewith, if any.

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- (xi) The Purchaser further understands, acknowledges and accepts that the Promoter may modify the Sanctioned Plan for any other phase/phases in the Larger Extent, in such manner as Promoter may, in its sole and absolute discretion, deem fit, subject to receiving necessary approvals, consents, licenses and sanctions from relevant Authorities. Purchaser hereby expressly conveys Purchaser's informed consent to and acceptance of such modification to the Sanctioned Plan. Purchaser further confirms and agrees that the consent granted herein may be submitted by the Promoter to the Regulatory Authority.
- (xii) The retail/commercial units in the Larger Project shall have separate entrance and exit, and separate common areas, which shall be paid for and maintained by the Promoter or their nominees. Neither the Purchaser, nor other purchasers of apartments in the Larger Project shall be liable to contribute to the maintenance of the common areas of the commercial/retail development, nor shall the owners/tenants of the commercial/retail units be liable to contribute to the maintenance of the common areas of the residential development except as provided in this clause. The retail /commercial units shall share common STP and UG Sump. The Maintenance charges to be paid by retail/ commercial shall be metered and charged by the Promoter/ Association/service provider. STP inflow for retail /commercial development shall be measured and the charges will be paid to the Promoter/ Association/ service provider. Retail/ commercial development shall have a separate organic convertor within its facility or methodology to dispose.
- P. Pursuant to Section 13 of the Act, the Promoter is required to execute and register a written agreement to sell an Apartment to the Purchaser, i.e., this Agreement to sell and purchase the Purchaser's Apartment.
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter.
- R. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, the Promoter hereby agrees to sell, and the Purchaser hereby agrees to purchase the Purchaser's Apartment on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1. Agreement for Purchase and Sell

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Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Purchaser's Apartment as specified in Recital H.

1.2. Sale Consideration

- 1.2.1. The Purchaser hereby agrees to purchase the Purchaser's Apartment for an aggregate sale consideration of INR _____/- (Indian National Rupees _____ Only) (the "Sale Consideration"), excluding Taxes as well as Additional Charges.
- 1.2.2. In addition to the Sale Consideration and Taxes, the Purchaser shall pay all Additional charges detailed in **Schedule C** ("Additional charges"). The Additional Charges exclude Taxes, which will be calculated when the demand is raised. The Purchaser shall pay the Additional Charges and Taxes in full, within 10 (ten) days from the date of the demand. Payment of all Additional charges is an integral part of the obligations and duties of the Purchaser(s) and failure to pay the Additional Charges or any part thereof shall be deemed to be a material breach of the Purchaser(s) obligations herein.
- 1.2.3. Prior to execution of this Agreement, Purchaser has made part payment of the Sale Consideration along with applicable taxes to the Promoter, the payment and receipt of which the Promoter hereby acknowledges.
- 1.2.4. The Purchaser shall pay the Goods and Service Tax (GST), or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Promoter shall be increased/reduced based on such change / modification: Provided further that if any increase in the taxes or other charges payable to competent Authorities after the expiry of the scheduled date of Completion of the project as per registration with the authority granted to the said Project by the Authority as per the Act, the same shall not be charged from the Purchaser.
- 1.2.5. Tax Deduction at Source ("**TDS**") at the applicable rate on Sale Price of the Apartment shall be paid by Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. Purchaser shall issue a certificate of deduction of tax in Form 16B to Promoter within 10 (ten) days of receiving/generating the said form. It is clarified that liability and responsibility for payment of TDS in accordance with Applicable Law shall at all times be solely that of Purchaser.
- 1.3. The Sale Consideration is escalation-free. Provided however, the Purchaser agrees to pay any increase on account of development charges payable to any Authority or any Taxes levied or imposed by an Authority from time to time. Promoter agrees to provide a link/reference to

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the notification/rule/order for effecting an increase in development charges and/or cost/charges imposed by an Authority along with the demand letter issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Purchaser. The Sale Consideration is negotiated between Purchaser and Promoter and mutually agreed upon. Consequently, the Purchaser shall have no right to renegotiate or claim a refund of the Sale Consideration in comparison with the other purchasers of Apartments in the Project for any reason whatsoever.

- 1.4. Prior to execution of this Agreement, Purchaser has made part payment of the Sale Price of the Apartment to the Promoter as Booking Amount, the payment and receipt of which the Promoter hereby acknowledges.
- 1.5. Purchaser agrees to pay the balance of the Sale Consideration, Additional Charges along with applicable taxes without any delay or default, strictly complying with the Payment Plan as provided in **Schedule D**.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoter.

1.7. Account Details

All payments made by Purchaser towards Sale Consideration shall be made to the bank account designated by Promoters ("**Designated Account**"), the details of which are provided below:

Beneficiary Bank	
Account Type	
Account Name	
Account Number	
Branch	
Address	
RTGS/NEFT/IFSC Code	

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MICR Code	
Swift Code	

1.8. Single Indivisible Unit

The Promoter and the Purchaser agree that the Purchaser's Apartment along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Larger Project is an independent, self-contained project and is not a part of any other project or zone and shall not form a part of and/or/ linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Larger Project's facilities and amenities shall be available only for use and enjoyment of the purchasers of the Larger Project.

1.9. Undivided Proportionate Interest in Common Areas

The Purchaser shall also have undivided proportionate interest in the Common Areas. Since the interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act.

1.10. Payment of Outgoings by the Promoter

The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such Authority or person.

- 1.11. The Promoter shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and on obtaining occupancy certificate from the competent authority, by furnishing details of such changes, wherever applicable. The Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the

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Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser within sixty days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Purchaser's Apartment, the Promoter may demand the same from the Purchaser at the next milestone provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause above.

2. MODE OF PAYMENT:

- 2.1 All payments shall be made by Purchaser, without delay, demur or default, in accordance with the Payment Plan, to the Designated Account within 10 (ten) days of receiving a written demand from the Promoter.
- 2.2 In cases of out station cheque or demand draft or wire transfer, collection charges if any will be debited to Purchaser's account and credit for payment made will be given on net credit of the amount of the instalment. If a cheque is dishonoured for any reason, a sum of ₹ 2000 (Rupees Two Thousand Only) will be debited to the Purchaser's account for the first instance; and a sum of ₹ 2500 (Rupees Two Thousand Five Hundred Only) for every subsequent instance of a cheque being dishonoured. If 2 (two) or more cheques are dishonoured, whether in succession or otherwise, Promoter is entitled to reject further and future payments by cheque and require Purchaser to make payment by Demand Draft, NEFT, or RTGS only.

3. COMPLIANCE WITH LAWS RELATING TO REMITTANCE:

- 3.1. The Purchaser, residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser further agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever

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there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser against the Purchaser's Apartment, if any, in his/her name and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Purchaser's Apartment and the common areas to the Association or competent Authority, as the case may be.
- 5.2 Time being the essence for Purchaser as well, the Purchaser undertakes to pay all amounts due and payable to the Promoter, in accordance with the terms of this Agreement thereby enabling the Promoter to complete the Larger Project in a timely manner.

6. CONSTRUCTION AND DEVELOPMENT OF PURCHASER'S APARTMENT AND THE PROJECT LAND:

- 6.1 The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of being provided in the Purchaser's Apartment and the Project and has accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. Promoter shall construct and develop the Project Land in accordance with the Sanctioned Plan, floor plans and Specifications as provided in the **Annexure 4** of this Agreement. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority.
- 6.2 Promoter is not liable, required and/or obligated to provide any specifications, fixtures, or fittings other than those listed in the Specifications.

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- 6.3 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and amenities described herein at **Annexure 4** (which shall be in conformity with the advertisement, prospectus etc.) in respect of the Purchaser's Apartment, without the previous written consent of the Purchaser as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or permitted by any authority in accordance with applicable law, or such changes or alterations necessitated on account of change in law.
- 6.4 Purchaser further acknowledge(s) and confirm(s) that excluding the development plan for the Tower in which the Purchaser's Apartment is located, the Promoters may, at any time, vary/modify the development plan, building plan and development plan for the other Tower in the Larger Project in such manner as Promoter may deem fit, subject to receiving necessary approvals, consents as per the Act, licenses and sanctions from relevant Authorities and without affecting the carpet area / super built up area or the UDI allocated to the Purchaser's Apartment.

7. CONVEYANCE AND POSSESSION OF THE PURCHASER'S APARTMENT:

- 7.1 Subject to Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete Development of this phase on or before 30.04.2029 ("**Completion Date**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Purchaser's Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the date of booking within 60 days from such date of termination. The Promoter shall provide 30 days prior intimation to the Purchaser before such termination. On refund of the amounts paid by the Purchaser, the Purchaser shall not have any rights, title, claims, demands etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Purchaser shall simultaneously with the refund of amounts execute necessary cancellation agreements or such other documents as may be required by the Promoter to cancel this Agreement.

7.2 Conveyance, Procedure for taking possession of the Purchaser's Apartment

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Purchaser's Apartment in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/ possession intimation by executing necessary conveyance deed. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Promoter within 3

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months from the date of issue of occupancy certificate/possession intimation. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter. It shall be the responsibility of the Promoter on completion and sale of all units in the Larger Project to handover the necessary title documents, plans, approvals, warranties including the possession of common areas, to the Association or the competent authority, as the case may be, as per the local laws.

7.3 Failure to take possession

In the event Purchaser fails to take conveyance within 60 (sixty) days from the date of Occupancy Certificate/Possession Intimation by executing necessary undertaking, indemnities and such other documents as may be prescribed in this Agreement/ Promoter, Purchaser shall be deemed to have breached Purchaser's duties under this Agreement and consequently Clause 9.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement. However, if Promoter does not terminate this Agreement, the Purchaser shall pay all applicable Taxes, Other Charges, charges for electricity, property taxes, municipal taxes and levies, maintenance charges, and Interest on all outstanding amounts under this Agreement or under Applicable Law, from the date of Possession Intimation till the date Purchaser takes registration of the Deed of Sale. Further the Purchaser shall also be liable to pay demurrage charges to the Promoter at the rate of INR 1000/- (Indian National Rupees One Thousand Only) per day from the expiry of time provided for taking possession till such time the Purchaser actually takes possession of the Purchaser's Apartment.

7.4 Compensation

The Promoter shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES:

- 8.1. Promoter acknowledges that Purchaser has entered into this Agreement and has agreed to purchase the Purchaser's Apartment from Promoter, taking into consideration the Disclosures made by Promoter and based on the representations and warranties set out below (the "**Promoter's Warranties**"):
- (a) The Larger Extent is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title, and claim over the Project Land.
 - (b) Promoter has the power to enter into and perform this Agreement and has not committed or

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omitted to perform any act or thing whereby the right and interest of the purchaser may prejudicially be affected. Upon execution, this Agreement would constitute legal, valid and binding obligations on the Parties and at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Purchaser's Apartment to the Purchaser.

- (c) Promoter has the absolute and unconditional right to sell, transfer or otherwise alienate the Purchaser's Apartment to the Purchaser.
- (d) Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any Person with respect to the Larger Extent which will, in any manner, affect the rights of Purchaser under this Agreement.
- (e) To the knowledge of Promoter, the Larger Extent is not the subject matter of any acquisition, proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Purchaser's Apartment.
- (f) On the date of execution of this Agreement, there is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Purchaser's Apartment in the manner herein contemplated.
- (g) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Landowner in respect of the Project Land.
- (h) Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be asked for/required by Purchaser and, at the cost of Purchaser for more fully and perfectly assuring title of the Purchaser to the Purchaser's Apartment.
- (i) The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) and The Karnataka Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1971. The Promoter assures compliance of various laws/regulations as applicable in the State of Karnataka and its revision thereafter from time to time.
- (j) The Promoter shall comply with the rights and obligations in the Agreement and under the Act.

8.2. Purchaser further states and acknowledges the following: (the "**Purchaser's Warranties**")

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- (a) The Purchasers hereby agrees that they shall not seek for or request for any modifications or alterations to their respective Apartments. The Promoter is not obligated to make any other changes other than the specifications agreed to be provided under this Agreement.
- (b) The Purchasers shall not carry out any modifications or alterations to their respective Apartments.
- (c) The Purchasers shall utilise the buffer provided in the Larger Project as per the rules and regulations / bye-laws framed by the authorities time to time. Any construction / structure that may be put up by the Purchasers/ Association in the buffer area shall be as per the rules, regulations or bye-laws framed in this regard.
- (d) Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on Purchasers.
- (e) That Purchaser(s) has been furnished with all the details pertaining to the Disclosures made by Promoter and after understanding the same, Purchaser(s) has/have entered into this Agreement;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the following shall be considered under a condition of Default:

- (a) Promoter fails to provide ready to move in possession of the Purchaser's Apartment to the Purchaser within the time period above or fails to complete this Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this clause, '**ready to move in possession**' shall mean that the Purchaser's Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Purchaser is entitled to the following:

- (a) The Purchaser shall stop making further payments to Promoter if demanded by the Promoter. In the event the Purchaser stops making such payments, the Promoter shall rectify the situation by completing the construction milestones and only thereafter the Purchaser shall be required to make next payment without any interest

Or

- (b) Continue with this Agreement by providing a written intimation, in which event Promoter agrees, to pay Interest on the Sale Price of the Apartment paid till then by the Purchaser. Interest shall be payable for every month of delay or part thereof, from the Completion Date, till the date of registration of the Sale Deed, provided Purchaser has not deliberately delayed or refused to take conveyance.

Or

- (c) Terminate this Agreement with 30 (thirty) days' prior written notice to Promoter, upon the expiry of which this Agreement shall stand automatically terminated, relieving the Parties of their respective liabilities and obligations under this Agreement and rendering null and void all rights of the Purchaser under this Agreement, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall, within 60 (sixty) days from the effective date of termination, refund to Purchaser the Sale Price of the Apartment received till that date, together with Interest simultaneously with the Purchaser executing /registering necessary cancellation agreement/documents as may be required by the Promoter. On refunding the amounts, Promoter will be entitled to deal with Purchaser's Apartment in any manner of its choosing without any reference to the Purchaser, or any objection or obstruction by Purchaser, whether or not the cancellation agreement/document has been executed.
- (d) Purchaser further agrees and undertakes that upon termination of this Agreement as specified in Clause 9.1(a) and (b), Purchaser shall sign or execute all necessary documents as may be specified by the Promoter, including irrevocable special powers of attorney or other forms of authorization enabling Promoter to obtain cancellation of this Agreement before the relevant jurisdictional Authority.

9.3 Default by Purchaser

- a) Without prejudice to Promoter's right to charge Interest on payments delayed by Purchaser, in the event Purchaser fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the first notice in writing to Purchaser, by RPAD, or courier with proof of receipt to the last known address provided by Purchaser, and by email at the email address provided by the Purchaser, notifying him/her/them/it of the default and

allow the Purchaser 15 (fifteen) days prior notice to remedy the said default in full and without any deductions.

- b) If Purchaser fails to remedy the default pursuant to the first notice, Promoter will issue a final notice to Purchaser requiring to remedy the default within 15 (fifteen) days, in full and without deductions, failing which, Promoter shall be entitled, but not required, to terminate this Agreement with immediate effect without any further reference or notice to the Purchaser.
- c) In continuation of Purchaser's statutory obligations under the Act, Purchaser shall be liable to pay Interest on all delayed payments which become due and payable by the Purchaser to the Promoters under the terms of this Agreement. Notwithstanding anything, any payments made by the Purchaser (s) to the Promoter would be first appropriated towards the payment of interest due if any and the residual amounts will be adjusted against payments due, and the Purchaser (s) will be liable to make good any deficit towards payments due.

9.4 Consequences of Default by Purchaser

- a) Upon termination of this Agreement by the Promoter as set out in Clause 9.3 above or pursuant to termination under Clause 9.5 below, Promoter shall refund to Purchaser amounts paid towards Sale Price of the Apartment, after deducting the Booking Amount plus applicable taxes as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Further Promoter shall not be liable to refund the taxes paid to the Government. Purchaser also agrees that deduction of the amounts stated in this clause is a legitimate and genuine estimate of the loss likely to be suffered by Promoter as a result of Purchaser's default.
- b) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Purchaser executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreements if necessary. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Purchaser, which amounts shall be set-off and deducted from the final amount to be refunded to the Purchaser.

9.5 Termination for Convenience

- a) If Purchaser desires to terminate this Agreement for no cause, Purchaser shall request the Promoter to terminate this Agreement, which request shall be in writing. Parties agree that a request for termination shall not automatically terminate this Agreement.

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- b) Upon receiving a request for termination, the Promoter may accept such notice provided Purchaser has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request and has executed the cancellation agreement in the format required by Promoter and present himself/herself/itself/themselves for registration of the cancellation agreement, if required. On these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter shall refund the amounts paid by the Purchaser after deducting the Booking Amount plus applicable taxes as liquidated damages, within a period of 60 (Sixty) working days from the date of the termination and simultaneously executing the necessary cancellation Agreement as demanded by the Promoter. Promoter shall not be liable to pay Interest on the said refund amount.
- c) Promoter will be entitled to deal with the Purchaser's Apartment in any manner whatsoever, without any reference to Purchaser, notwithstanding Purchaser not having executed the cancellation agreement and or registering the same in case this Agreement is registered.

10. ASSIGNMENT AND TRANSFER:

- 10.1. The Purchaser hereby agrees and confirms that this Agreement is not transferable or assignable to any other third Person except with the prior written permission of the Promoter.
- 10.2. Any permitted assignment shall be done only by way of written agreement between the Promoter, the Purchaser herein and the new purchaser, who shall undertake to be bound by the terms of this Agreement. If Promoter permits assignment, either Purchaser or the new purchaser/assignee shall pay a transfer fee of 2% (two percent) of the Sale Consideration or current selling price or the assignment value, whichever is higher at the time of making such assignment along with applicable taxes, as a condition precedent to grant permission by Promoter. If the transfer or assignment is being made in favour of any of the family members of the Purchaser, as defined under Karnataka Stamp Act, 1957 the Promoter shall not charge any transfer fee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- 11.1. The Promoter shall be responsible to provide and maintain essential services in the Larger Project till the completion or such earlier date as decided by the Promoter, until the maintenance of the Larger Project is taken over by the Association. The cost of such maintenance shall be collected by the Promoter as Advance Maintenance Charges.
- 11.2. Advance Maintenance Charges collected shall be interest free and shall be utilized by the Promoter for upkeep and maintenance of the Larger Project. The Promoter shall till the handing over of maintenance to the purchasers, be entitled to adjust the maintenance charges

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at actuals incurred monthly for maintaining the Larger Project or any part thereof along with 15% service charges and applicable taxes against the Advance Maintenance Charges collected by the Promoter from the Purchaser. The Promoter shall maintain all the common areas, amenities and facilities to be provided / available in the Larger Project till the handing over of all apartments in the Larger Project or at such earlier date as the Promoter deems fit.

- 11.3 If the Advance Maintenance Charges so collected is exhausted or is nearing exhaustion before handing over the maintenance to the Association, the Promoter shall be entitled to collect such additional amount from the Purchaser to defray the maintenance cost towards maintaining the Larger Project as deemed prudent. The Purchaser shall without delay and demur pay all charges in advance as and when demanded by the Promoters, failing which the Purchaser shall be liable to pay the same with 18% interest.
- 11.4 Notwithstanding anything contained herein and in order to ensure maintenance, operation and management of Common Areas, Amenities and Facilities of the Towers and the Larger Project, Promoter or the agency appointed by the Promoter will be the exclusive maintenance service provider for maintenance of the Amenities Facilities and Common Areas of the Larger Project. Purchaser is liable to pay the amounts charged by Promoter for the maintenance services provided, without delay or demur. The Purchaser shall not make arrangements with any outside agency for the maintenance of the Common Areas of the Larger Project and the Amenities until the Association takes over the maintenance of the Larger Project. The Promoter shall not be liable to maintain the Larger Project or any part thereof if sufficient maintenance charges are not placed with it in advance.
- 11.5 After management of the Common Amenities and Facilities of the Larger Project is handed over to the Owners Association, Purchaser along with the other owners shall ensure periodic inspections and upkeep of the Common Amenities and Facilities of the Tower and the Larger Project and shall not hold the Promoter liable for the same. Any unspent amount available with the Promoter in its account of Advance Maintenance Charges will be transferred to the account of the Association along with audited accounts statement on the maintenance of the Larger Project being handed over to the Association upon receipt of NOC in the Promoter's format, releasing the Promoter of all obligations in the Larger Project. Promoter shall not be liable to the Purchaser or the Owners Association for any consequences arising from the Purchaser or Association's failure to properly use, operate, maintain, and manage the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

11.6 Association of Owners

- a. The Larger Project shall have a single association of owners. The Promoter may facilitate formation of the Owners Association by registering the Deed of Declaration under the

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Karnataka Apartment Ownership Act, 1972 or such other acts as may be applicable in this regard. Provided however that Promoter is neither liable nor responsible for holding of elections or constituting a managing committee of the Owners Association, which shall be the exclusive responsibility of all Apartment owners in the Larger Project. Upon completion of each phase of the Larger Project, they shall be merged with the Owners' Association by executing necessary addendums to the Deed of Declaration.

- b. On and from the date of registration of the Deed of Sale of Purchaser(s) Apartment, the Purchaser(s) shall be governed, inter alia, by the rules and regulations set out in the Deed of Declaration. All the present or future owners, tenants, guests and licensees or their employees, or any other Person lawfully entitled to use the Purchaser(s) Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license of the Purchaser(s) Apartment or the mere act of occupancy of the Purchaser(s) Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case of structural defect or any other defect in workmanship quality or provisions of services as agreed in the Agreement to Sell is brought to the notice of the Promoter within a period of 5 years from the date of Occupancy Certificate or Possession Intimation whichever is earlier, it shall be the duty of the Promoter to rectify such defects without imposing any further charges to the Purchaser.
- 12.2 Notwithstanding anything contained in the above clause the following exclusions are made for determination of Defect Liability:
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc.) which carry manufacturer's guarantees for a limited period. The said warranties shall be handed over to the Association. On expiry of such warranties, it shall be the responsibility of the Association to take annual maintenance contract with the suppliers.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear. Any modification with respect to plumbing and electricity done without permission from the Promoter. Any deformations including expansion quotient. The terms of work like painting etc., which are subject to wear and tear.
- 12.3 Provided always the Promoter shall not be responsible for Defect Liability, if any structural defect or damage is found to have been caused due to:
 - (a) any act of omission or commission of the Purchaser or any other purchasers of Apartments in

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the Larger Project, or due to the negligence of the Purchaser or any other purchasers of Apartments in the Larger Project or his/her/their/its agents, or

- (b) structural defects caused or attributable to the Purchaser or Association, including but not limited to 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.

13. RIGHT RESERVED TO PROMOTER IN RELATION TO DEVELOPMENT OF THE LARGER PROJECT

Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual licence to all air rights and branding rights upon the Sanctioned Project. Promoter shall also have the irrevocable and perpetual right to designate and brand the Larger Project as a "Puravankara" project, or a "Provident" project, or a "Purva Land" project as applicable. The Promoters or their nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of Larger Project, or at any location on the Project Land.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Purchaser's Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

- (i) The basement(s) and service areas, if any, as located within the Project/ Larger Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per Sanctioned Plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

- (ii) The Purchaser(s) will use the Purchaser(s) Parking for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Purchaser's Apartment and for no other purpose whatsoever. Purchaser(s) shall not park or attempt to park any more motor vehicles in the Purchaser(s) Parking than is permitted by the Promoters, Owner's Association and Applicable Law.
- (iii) The Purchaser(s) will not bring into the Purchaser(s) Parking at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle and shall not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other owners/tenants of Apartments.
- (iv) The Purchaser(s) will not bring into or on the Purchaser(s) Parking or allow to remain any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser(s) Parking.
- (v) The Promoter will be providing electric charging facilities in some of the car park slots of the Larger Project. Any person availing such car park slots shall pay necessary electricity charges as per the separate meter or rules prescribed in this regard by the Promoter/ Association/ service provider. The Purchasers who do not have charging facility in their carpark slots, but intend to create the charging facility for their car park slots shall take prior permission of the Promoter or the Association. Further such purchasers shall abide by the rules, regulations framed in this regard and shall bear the applicable cost of creating such facility. Such creation of facility shall be in line with the applicable safety rules framed by the Promoter/ Association/ authorities. Purchasers and all other persons claiming through them are strictly prohibited from making alternative arrangements for charging by drawing any electrical cables from their respective units /car parks, apartment or fixing electrical point/sockets and plugs, etc anywhere in the project area. Further, the Purchaser hereby understands and agrees that EV facility provided in car park slots is for the exclusive use of the purchaser to whom such car parking slots have been allotted.
- (vi) The Purchaser(s) shall permit staff/personnel managing the Parking Spaces in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the explicit understanding that they have no duty to do so.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PURCHASER'S APARTMENT:

- 16.1. Subject to Para 11 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Purchaser's Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Purchaser's Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Purchaser's Apartment and keep the Purchaser's Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the

support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 16.2. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Purchaser's Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Purchaser's Apartment.
- 16.3. The Purchaser shall pay khata transfer fees or any other charges that are necessary for securing separate assessment for the Purchaser's Apartment, the responsibility of obtaining which shall lie with the Purchaser(s) alone.
- 16.4. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.5. Purchaser shall execute Form – B as provided in the Karnataka Apartment Ownership Act, 1972 simultaneous with the Deed of Sale to become a member of the Owners Association.
- 16.6. Purchaser shall be solely and exclusively liable for the payment of all statutory payments which have not been demanded presently but become payable after handing over the Purchaser's Apartment to Purchaser. Statutory payments levied by competent authorities under the law, in respect of any services which the Promoters render to the Purchaser pursuant to this Agreement, shall be borne by the Purchaser and the Purchaser will indemnify the Promoter of any instances of Taxes on this Agreement, accruing in future.
- 16.7. The Purchaser shall not alter or subscribe to any alteration of the name of the Larger Project under any circumstance whatsoever. The Promoters alone will be entitled to make any changes to the name of the Larger Project.
- 16.8. At any time during the progress of works of the Purchaser's Apartment, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person(s) of the Promoter and shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.

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16.9. The Purchaser shall bear his/her/its/their share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, or other fees payable to the Authorities, which costs may be incurred by the Promoter on the Larger Project or on a per Apartment basis. Where taxes cess, charges, levies, or other fees are payable on a Project wide basis, these shall be prorated based on the Carpet Area of the Purchaser's Apartment and shall be payable by the Purchaser within a period of 10 (ten) days of a demand being made by the Promoter in this behalf. In any event, registration of the Deed of Sale in favour of the Purchaser is subject to Purchaser making full payment of these amounts, without demur.

17. AMENITIES:

17.1. The Purchaser is fully aware that the Promoter will be providing a clubhouse, along with amenities therein; as well as a swimming pool and other amenities as stated in the Specifications (the clubhouse, swimming pool and other amenities are collectively referred to as the "**Amenities**") as part of the Common Amenities and Facilities of the Project.

17.2. The Purchaser is fully aware and has agreed that until the completion of the Larger Project and until all the units are sold or until such time as the Promoter deems fit, the Common Areas of the Project and the Common Amenities and Facilities of the Project will be managed by the Promoter or any operator appointed by the Promoters for this purpose. The Purchaser shall pay the notified charges, including utility charges, for the maintenance and service of the Common Areas of the Project and the Common Amenities and Facilities of the Project.

17.3. The Purchaser herein will be entitled to the use of the clubhouse on a payment of club membership charges and usage fees as prescribed by the Promoter. On handing over maintenance of the Amenities to the Association, responsibility for the management, usage, maintenance, and operation of the Amenities shall lie solely with the Association. Apart from any other rules and regulations that would be formulated by the Promoter, and subject to payment of notified membership fees, use of the Amenities shall be restricted to only those occupants of the Purchaser's Apartment, whose names and relationship to the primary occupant are submitted to the Association, as the case may be.

18. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY THE PARTIES:

The Parties are entering into this Agreement for the purchase and sale of the Purchaser's Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional

structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Purchaser's Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

21. INTELLECTUAL PROPERTY RIGHTS

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights vest with the Promoter and is the sole and exclusive property of the Promoter. Promoter is entitled to use its logos, marks and other Intellectual Property Right in any manner of its choosing in the Project, without any limitation, objection, or interference from the Purchaser or any other Person.

22. BINDING EFFECT:

Forwarding a draft of this Agreement to the Purchaser shall not bind the Promoter or Purchaser in any manner, way, or form, unless – firstly, the Purchaser executes this Agreement with all Annexures and Schedules, along with making payments as stipulated in the Payment Plan, within 60 (sixty) days of the Purchaser receiving this draft; and secondly, presents himself/herself/itself/themselves/or their duly authorized power of attorney holder for registration of this Agreement at the office of the relevant Sub-Registrar on the date intimated by the Promoters. Promoter shall, in such an event, serve a written notice on the Purchaser requiring the Purchaser to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 30 (thirty) days from the date of the notice failing which the Allotment Letter shall stand cancelled and all sums paid by the Purchaser shall be refunded subject to deduction of cancellation fees as mentioned in the terms of the Allotment Letter.

23. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT PURCHASERS:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Purchaser's Apartment shall equally be applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment permitted under this Agreement.

26. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoters may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver shall not be construed to be a precedent or be binding on the Promoters to exercise such discretion on a repeated basis. Any waiver under this clause shall not be construed to be a waiver of the Promoters right to terminate this Agreement for any subsequent breach by the Purchaser of his/her/their/its duties and obligations under this Agreement.

27. SEVERABILITY:

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

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers of the Larger Project, the same shall be in proportion to the carpet area of each Purchasers of the Larger Project.

29. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. NOTICES:

- 30.1 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 casemay be) first mentioned.
- 30.2 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.
- 30.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

31. JOINT PURCHASERS:

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. GOVERNING LAW:

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the parties concerned may seek resolution of such issues as per the provisions of the Act, Rules and Regulations framed by the Karnataka Real Estate Regulatory Authority.

34. COUNTERPARTS:

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

SCHEDULE - A

Part A: Description of Larger Extent

All that piece and parcel of lands known as Plot Nos. R-4-Part-A and R-4-Part-B of Hardware Sector at Hitech, Defence and Aerospace Park, Bengaluru, measuring approximately 40470 square meters and comprised in Sy. No. Parts of 177 (Block No. 1, 2 and 3), within the limits of Bagalur village and 72, 73/1, 73/2, 73/3, 73/4, 74/1, 74/2, 74/3, 74/4, 75, 76, 78/2, and 78/3 within the limits of Hoovinayakanahalli, both at Jala Hobli, Benagluru North, Yelahanka Taluk, Bengaluru Urban District and bounded on:

North by: Plot no. R-4-4art -C and R-4 Part 1

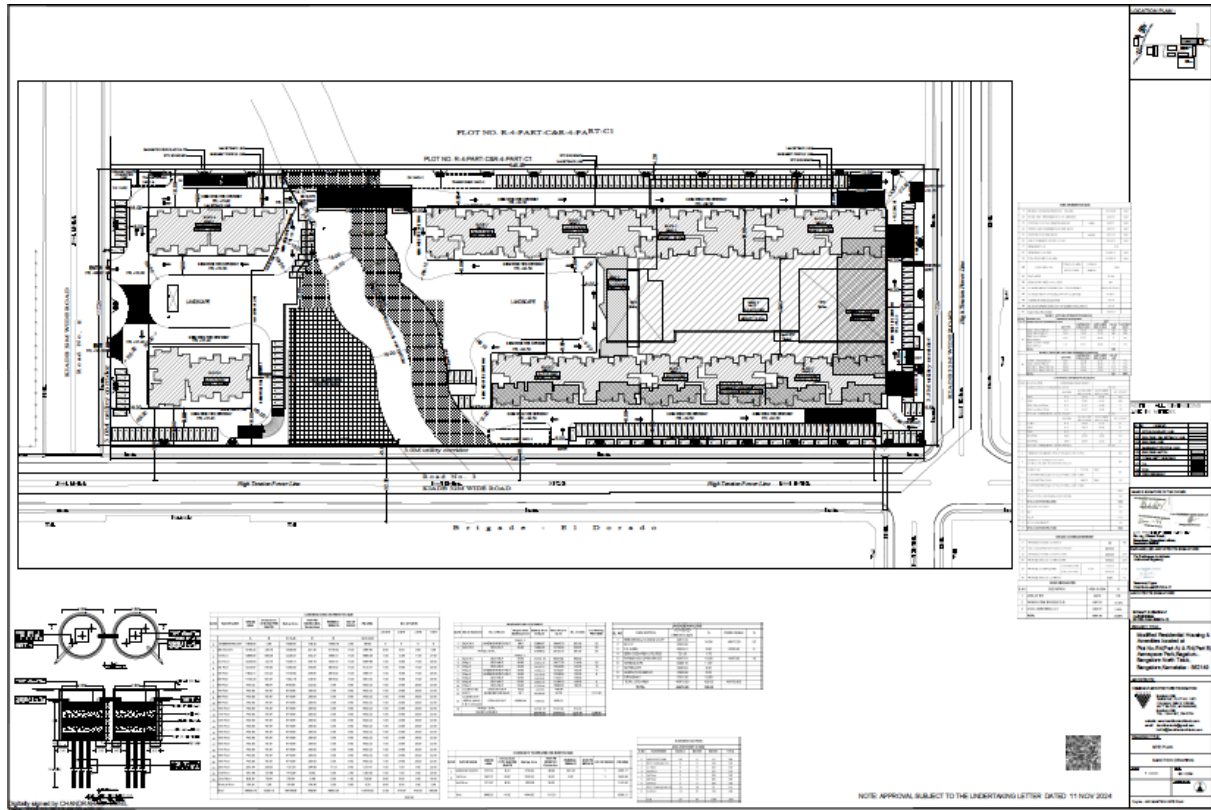
East by: KIADB 32m wide road

South by: KIADB 32m wide road

West by: KIADB 32m wide road

PROMOTER

PURCHASER



Part B: Description of Project Land

An extent of 36,423 square meters located in the Larger Extent and considered by the Promoter for development of the Larger Project.

PROMOTER

PURCHASER

SCHEDULE - B**Part A - Details of Purchaser's Apartment**

A_____Bedroom Apartment bearing No.____ on____ floor in the_____block / tower/ wing/ building known as "**Provident Ecopolitan phase 5**" to be constructed on the Project Land, having carpet area admeasuring approximately____Sq. Meters (____Sq. Feet), along with exclusivebalcony measuring____Sq. Meters (____Sq. Feet) and having a super built up area of Sq. Meter (____Sq. Feet) which is inclusive of proportionate share in the common area, together with right to use_(number) (garage/covered/stilt/open)_electric charging (with /without) car parking space with an exclusive right to use____Sq. Meters (____Sq. Feet)of [garden / terrace].

Part B - Proportionate Undivided Interest in Schedule A Property

The_____ % of undivided right, title and interest in the Project Land.

[illegible]

ANNEXURE 3 - WARRANTIES AND EXCEPTIONS

Promoter shall not be liable to repair or replace the following items, which are not covered under the Promoters defect remediation liability stated in Clause 12 of this Agreement. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, the Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (f) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (g) Railings – in glass, stainless steel against breakage and rusting.
- (h) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightening arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX, Transformers, CCTV and allied works.

PROMOTER

PURCHASER

ANNEXURE 4 - SPECIFICATIONS

WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

SIGNED AND DELIVERED by)
Provident White Oaks LLP)
 through its Authorised Signatory -)
)

SIGNED by)
 Purchaser(s))
)

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address

 PROMOTER
 —

 PURCHASER