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: AGREEMENT TO SELL :

APARTMENT NO. 0000 IN THE nth FLOOR OF '00' BLOCK IN 'SOVEREIGN UNNATHI':

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

(Authorised Signatory)

(Authorised Signatory)

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THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS THE DAY OF, YEAR (mm/dd/yyyy) AT BANGALORE:

:BY: **Sri.K.S.MUNIHANUMAIAH @ MUNIHANUMAIAH,**
Son of late Sri. Siddappa, Aged about 82 years,
Kalkere Village, Banaswadi Post, K.R.Puram Hobli, Bangalore East Taluk.
Represented by his General Power of Attorney Holder:
M/s.SOVEREIGN DEVELOPERS & INFRASTRUCTURE LTD.,
A Company incorporated under the provisions of Companies Act of 1956,
having its Registered Office at: No.16, 2nd and 3rd Floor, New BEL Road,
Jaladarshini Layout, BANGALORE - 560 054.
Represented by its Authorised Signatory:

hereinafter called the **"SELLER"**

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

:AND: **M/s.SOVEREIGN DEVELOPERS & INFRASTRUCTURE LTD.,**
A Company incorporated under the provisions of Companies Act of 1956,
having its Registered Office at: No.16, 2nd and 3rd Floor, New BEL Road,
Jaladarshini Layout, BANGALORE - 560 054.
Represented by its Authorised Signatory:

hereinafter called the **"BUILDER"**

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

:IN FAVOUR OF: **MR.**
S/o
Aged about ----- Years,

Both Residing at :

.....
.....

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

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

WITNESSETH:

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

(Authorised Signatory)

(Authorised Signatory)

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WHEREAS the Seller herein is the owner of the Property bearing New Municipal Khata No.1, situated in Kalkere Main Road, Kalkere, Ramamurthynagar Sub-Division, Municipal Ward No.26, Bangalore, morefully described in Schedule 'A' herein and hereinafter referred to as the Schedule 'A' Property for convenience.

WHEREAS the Seller has acquired the Schedule 'A' Property when it was an agricultural land measuring 5 Acres 16 Guntas including 24 Guntas of Kharab in Sy.No.511 situated at Kalkere Village, K.R.Puram Hobli, Bangalore South Taluk, now Bangalore East Taluk, in terms of an Order passed by the Special Deputy Commissioner, for Inams Abolitions, Bangalore District, Bangalore, in Case No.54/1956-57 registering the name of the Seller as permanent tenant under the provisions of Section 5 of the Karnataka Inam's Abolition Act,1954 and by virtue thereof, the Seller registered as a permanent tenant of the Schedule 'A' Property and pursuant to the said order, the Special Deputy Commissioner has also issued an Endorsement dated 27/12/1964 registering the name of the Seller as an Occupant and Khatedar of the various lands including the Schedule 'A' Property and the State Government has assessed the said land and the Seller has paid upto date Land Revenue to the State Government and he has been in possession and enjoyment as Khatedar/Cultivator/Absolute Owner of the Schedule 'A' Property and the Seller secured conversion of the Schedule 'A' Property for non-agricultural residential purposes vide order of the Special Deputy Commissioner, Bangalore District, Bangalore, bearing No. ALN(E).SR(KH)14/2006-07 dated 20/01/2010 and thereby the Schedule 'A' Property ceased to be an agricultural land. Presently the Schedule 'A' Property comes within the jurisdiction of the Bruhat Bangalore Mahanagara Palike and khata of the Schedule 'A' Property stands in the name of the Seller in the records of the Bruhat Bangalore Mahanagara Palike, Bangalore, vide Khata No 1 as per Khata Certificate dated 03/02/2010 issued by the Bruhat Bangalore Mahanagara Palike and he has paid the municipal property tax up to date in respect of the Schedule A property to the Bruhat Bangalore Mahanagara Palike.

WHEREAS the Seller being desirous of developing the Schedule 'A' Property jointly with Mr.K.R.Choudary and Mr.R.Ramesh entered into a Joint Development Agreement dated 08/03/2006, registered as Document No.24008/2005-06 in Book-I and stored in C.D.No.KRID197, in the Office of the Senior Sub-Registrar, K.R.Puram, Bangalore and under the said Agreement the sons of the Seller namely (1) Sri.K.M.Kalappa, (2) Sri.K.M.Muddappa, (3) Sri.K.M.Krishna Murthy, (4) Sri.K.M.Vasudeva Murthy, (5) Sri.K.M.Patalappa and (6) Sri.K.M.Kanakaraj, have given their consent and signed as Consenting Witnesses to the said Agreement, to develop the Schedule 'A' Property and in terms of which the said Mr.K.R.Choudary and Mr.R.Ramesh agreed to develop the Schedule 'A' Property into residential apartment buildings, in terms contained therein and agreed to share the built-up areas and land in the ratios agreed and detailed therein and simultaneously the Seller and his aforesaid six sons have executed a General Power of Attorney dated 08/03/2006 registered as Document No.754/2005-06 in Book-IV and stored in C.D.No.KRID197 in the Office of the Senior Sub-Registrar, K.R.Puram, Bangalore, to do certain acts, deeds and things mentioned therein in respect of the Schedule 'A' Property.

WHEREAS, thereafter the said Mr. K. R. Choudary and Mr. R. Ramesh have formed a Company known as M/s. Krishil Capital Holdings Pvt. Ltd., a company registered under the provisions of Companies Act, 1956, and having become the Directors of the said Company. Later the aforesaid Mr.K.R.Choudary and Mr.R.Ramesh by exercising their right under clause 15 of the Joint Development Agreement dated 08/03/2006 with an intention to introduce professional management/approach to their development and to

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

carry out the entire developmental activities professionally by availing the expertise, knowledge, skill and efficiency of the said M/s. Krishil Capital Holdings Pvt. Ltd., Mr.K.R. Choudary and Mr.R. Ramesh (Assignors) executed the Deed of Assignment dated 13/05/2008 registered as Document No.560/2008-09 in Book-I and stored in C.D.No.BNSD18 in the Office of the Senior Sub-Registrar, Banaswadi, Bangalore – 43 in favour of M/s.Krishil Capital Holdings Pvt. Ltd., (Assignees) by assigning/transferring/surrendering all their respective rights, interest, obligation, liabilities and entitlements over the Schedule 'A' Property accrued in their favour by virtue of the Joint Development Agreement and the General Power of Attorney both dated 08/03/2006.

WHEREAS the said M/s. Krishil Capital Holdings Pvt. Ltd., (Assignees) and the Directors of the said Company Sri. K.R.Choudary and Sri. R.Ramesh have further assigned/transferred/surrendered all their respective rights, interest, obligation, liabilities and entitlements over the Schedule 'A' Property accrued in their favour by virtue of the Joint Development Agreement, General Power of Attorney both dated 08/03/2006 and the Deed of Assignment dated 13/05/2008 in favour of M/s. SOVEREIGN DEVELOPERS & Infrastructure Ltd., the Builder herein along with the Seller and his six sons by executing a Supplemental Deed of Joint Development Agreement dated 02/09/2009 registered as Document No.1845/2009-10 and stored in C.D.No.BNSD37 in the Office of the Sub-Registrar, Banaswadi, Bangalore, towards the implementation and performance of their part of the obligations mentioned above and in terms of which the Builder agreed to develop the Schedule 'A' Property into residential apartment buildings, in terms contained therein and the Builder herein, as stated above, is entitled to deal and dispose of the saleable built-up areas in the Schedule 'A' Property falling into its share together with the corresponding undivided share in the land in the Schedule 'A' Property and

in order to enable the Builder to do so the Seller and his sons have executed the necessary General Power of Attorney in favour of the Builder herein vide General Power of Attorney dated 02/09/2009 registered as Document No.149/2009-10 in Book-IV and stored in C.D.No.BNSD37 in the Office of the Senior Sub-Registrar, Banaswadi, Bangalore, in super session and cancellation of the earlier General Power of Attorney dated 08/03/2006.

WHEREAS the Builder has also entered into a similar agreement with the Seller herein for development of the property bearing Sy.No.586 which is adjoining and constituting the Northern boundary to the Schedule 'A' Property hereunder. Pursuant thereto both the lands/properties owned by the Seller above named viz; Sy.No.511 (Schedule 'A' Property herein) and the adjoining Sy.No.586 as aforesaid will be developed by the Builder as a consolidated project identified as '**SOVEREIGN UNNATHI**'.

WHEREAS the Builder will be developing project '**SOVEREIGN UNNATHI**' in the Schedule 'A' Property and the adjoining Sy.No.586 in multiple phases/ stages from time to time and will be entitled to retain portions of the Schedule 'A' Property and the adjoining Sy.No.586 for any purposes and exploit the same now or later for residential and/or commercial activities and deal with the same in any manner they deem it fit in which none of the purchasers of apartments in the project '**SOVEREIGN UNNATHI**' shall have any right/objections or concern therein.

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WHEREAS the Builder in terms of the aforesaid Agreements and Power of Attorney is duly authorized and empowered irrevocably by the Seller to undertake the aforesaid development in Schedule 'A' Property. Pursuant to the above, the Builder secured a Licence and Plan sanctioned from Bruhat Bangalore Mahanagara Palike vide Plan bearing No.JDTP/LP/122/09-10, dated 20/03/2010 for construction of Residential Apartment Buildings known as **Block 1** and **Block 2** and identified as '**Block 1A**', '**Block 1B**', '**Block 1C**', '**Block 1D**', '**Block 2A**' and '**Block 2B**' respectively, each consisting of two Basements (1 and 2), Ground and Sixteen Upper Floors with Terrace Floor and provision for Amenities Area, children play area which the Builder herein identified the development as '**SOVEREIGN UNNATHI**'.

WHEREAS the Seller and Builder jointly evolved a scheme of ownership of Residential apartments in '**SOVEREIGN UNNATHI**' being developed in the Schedule 'A' Property as aforesaid in terms of which any person desirous of owning an apartment is also required to purchase from the Seller the proportionate undivided share, right, title and interest in Schedule 'A' Property. The purchasers of the apartment and the undivided share would enjoy not only the apartment and undivided share, but will also enjoy all the common areas and facilities provided (except the facilities to be provided in Phases 2 and 3 of the Project by the Builder in their Club House and Commercial Complex) in the building in Schedule 'A' Property in common with other buyers of apartments and undivided shares. In the overall scheme, the land in entire Schedule 'A' Property will be jointly owned and held by purchasers of undivided shares therein, each of them having a proportionate undivided share in the Schedule 'A' Property and absolute ownership to the respective apartments, together with the right to use all the common and extra amenities as mentioned in Annexure I, areas and facilities including staircases, lifts, lobbies, passages, access, etc., within the Schedule 'A' Property and the apartment building.

WHEREAS the Purchaser/s above named after due verification and scrutiny, being satisfied with the title of the Seller to the Schedule 'A' Property and also after verifying various sanctions and approvals secured by the Builder and being satisfied with the scheme of development, is/are interested in owning the apartment/s and proportionate undivided share in the Schedule 'A' Property which are fully described in Schedule 'B' herein and hereinafter referred to as the Schedule 'B' Property. Pursuant thereto the Purchaser/s above named offered to purchase the Schedule 'B' Property in terms of this Agreement and agreed to promptly comply with the terms to be imposed upon the Purchaser/s in the Sale Deed to be executed on a later date on compliance of the terms of this Agreement.

WHEREAS the apartment described in Schedule 'B' Property herein is being developed in accordance with the specifications stated in Annexure-I hereto or equivalent thereto.

WHEREAS on the terms stated above, the Seller and Builder have offered to sell the Schedule 'B' Property herein free from all encumbrances and the Purchaser/s accepted the said offer and agreed to purchase Schedule 'B' Property free from all encumbrances for consideration mentioned in Annexure-II hereto.

WHEREAS under the Supplemental Joint Development Agreement dated 02/09/2009, the Schedule 'B' Property is part of the area allotted to the share of the Builder and consequently the consideration stipulated herein and other amounts for sale of Schedule 'B' Property shall belong to Builder and hence the Seller directs the Purchaser/s to make the entire payments to the Builder and agreed that such payment will be treated as due payment made to the Seller and the same will be binding on the Seller.

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

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

1) SALE PRICE AND DEPOSITS ETC.:

1.1) The Seller shall sell and Purchaser/s shall purchase Schedule 'B' Property for the consideration stipulated in the Annexure – II attached hereto. The consideration includes proportionate cost for development of 'SOVEREIGN UNNATHI' and cost of providing common facilities.

1.2) The total sale price for sale of Schedule 'B' Property is shown in the said Annexure-II. The apartment in Schedule 'B' herein will have the specifications detailed in this Agreement is shown in the said Annexure-I. The Purchaser/s has/have paid the Builder an advance amount stated in the Annexure-II and the balance sale price shall be paid to the Builder (as desired and directed by Seller) in the manner stated in the said Annexure-II. Payment in terms of Annexure-II is essence of this Agreement moreso any delay/default in payment would affect the completion of the project and will also affect the Purchasers of other apartments who would have paid their share of sale price proportionately.

1.3) The Purchaser/s shall in addition to the aforesaid payment as mentioned in the Annexure II, pay the Builder;

(a) Proportionate cost of providing electrification, sanitary work, water connection charges, deposits payable to Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Cable, Transformer and Ring Main Unit charges, pro-rata charges, supervision charges, service charges, meter deposits and charges for works executed on DCW basis and all other departmental charges and expenses for providing permanent connections of electricity, water and sanitary to Schedule 'A' Property and the buildings therein including for Schedule 'B' Property;

(b) Municipal Taxes, levies and other taxes that may be levied or imposed and sought to be demanded and recovered by the Municipal Corporation and/or any other Authority; and

(c) All other taxes which are now applicable or which may be imposed or levied on a later date before or at the time of sale of Schedule 'B' Property.

1.4) The Purchaser/s herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, City Municipal Council, Bruhat Bangalore Mahanagara Palike and other Authorities for securing the amenities.

1.5) In the event of delay/default by the Purchaser/s to pay the balance sale consideration and other sums referred to above as per the payment schedule in the Annexure-II, the Builder shall be entitled to terminate this Agreement by issuing a notice calling upon the Purchaser/s to pay the arrears of amounts due within Fifteen days from the date of receipt of such notice and if the Purchaser/s fail/s to pay the arrears even after receipt of such notice, this Agreement shall be terminated after forfeiture of 15% of sale price stipulated herein towards the liquidated damages.

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1.6) In the event of termination as aforesaid, the Builder shall be entitled to recover from the Purchaser/s 15% of the total sale consideration reserved herein as liquidated damages by adjusting the same against the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, within Thirty days from the date of resale of Schedule 'B' Property.

1.7) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and/or Builder. The Builder shall be entitled to deal with Schedule 'B' Property as they may deem it fit for their benefit without reference to Purchaser/s.

1.8) If however, the Purchaser/s pays up the arrears within the time stipulated in the notice of termination, the right to terminate the Agreement would lapse for such default alone and this Agreement continues to be valid.

1.9) However, the Builder at their discretion may agree to receive the unpaid sums with interest at 15% per annum from due date stated in Annexure till repayment in full and in one lump sum.

2) COMPLETION OF CONSTRUCTION:

2.1) The construction of the Apartment in Schedule 'B' Property has completed as far as possible, however, the Builder shall be entitled a grace time of an additional three months during which period the Builder shall not be liable to pay any penalty or interest or damages to the Purchaser/s. Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the Builder for delays in obtaining such connections, Clearances and other Certificates from the statutory authorities and Purchaser/s shall not be entitled to claim any damage/losses against the Builder on the ground of such delay due to any FORCE MAJEURE or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities or for reasons beyond the control of the Builder and in any of the aforesaid events, the Builder shall be entitled to extension of time for delivery of possession of the completed apartment and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded.

2.2) Possession of the Schedule "B" Property will be delivered to the Purchaser/s after obtaining the possession Certificate from the Builder for use and occupation of the Schedule 'B' Property provided, all the amounts due and payable by the Purchaser/s under this Agreement to Sell are fully paid in-toto. The Purchaser/s will be qualified to take possession of the Apartment in Schedule "B" herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within Fifteen days from the date of receipt of the notice in writing to the Purchaser/s intimating that the said Apartment is ready for use and occupation, time being the essence of the contract in that behalf.

2.3) Commencing Fifteen days after notice is given by the Builder to the Purchaser/s, the Schedule 'B' Apartment is ready for use and occupation (time being essence of the contract in that behalf) the Purchaser/s shall pay all the balance taxes and charges including for electricity, water and other common services and the outgoings payable in respect of the Schedule 'B' Apartment.

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2.4) The Purchaser/s shall from the date of receipt of the notice from the Builder to take possession of the Schedule 'B' Apartment pay to the Builder proportionate deposits towards Municipal Taxes, Insurance Premium (if applicable), Maintenance Deposit, Wages for the persons appointed by the Builder to manage and look after the Apartment (such as Estate Officer, Liftmen, Watchmen, Security Guards, Gardeners, Plumbers, Sweepers, etc.,)

other outgoings and expenses and the said deposits shall not carry any interest. The Purchaser/s hereby authorise/s Builder/Seller to use and appropriate such deposits towards expenses necessary and incidental to the management and proper maintenance of the building and common facilities in 'SOVEREIGN UNNATHI'. The aforesaid deposits are independent of the deposits referred to in various other clauses of this agreement.

2.5) Upon such possession of the apartment in Schedule "B" herein being delivered to the Purchaser/s at the time of sale, the Purchaser/s shall be entitled for use and occupation of the apartments for residential use only and the Purchaser/s will have no claim against the Builder in respect of any item of work in the Schedule "B" Apartment which may be alleged not to have been carried out or completed. The Builder shall not be responsible for any defect in the apartment noticed after a period of Six Months from the date of handing over the possession in writing by the Builder or from the date of sale or from the date of intimation by the Builder to the Purchaser/s above named that the Apartment is ready for taking possession.

2.6) In case of delay in delivery of the completed apartment within the time stipulated above in spite of Purchaser/s compliance of the terms of this Agreement, Builder agrees to pay the Purchaser/s Rs. 5/- (Rupees Five Only) per sq.ft. / per month by way of damages for the delay in delivering the possession of the completed Apartment and sale thereof from the date of default till sale provided always that no such compensation shall be payable if,

- a) There is even a single breach of this agreement including delayed payments by the Purchaser/s.
- OR**
- b) The delay is caused due to force majeure or due to act of the statutory body or due to acts of Purchaser/s or a Third Party

2.7) Prior to demanding delivery of the Schedule B Property or seeking right to specific enforcement of this Agreement or Adjudication of Rights of Parties before any Court or Arbitration notwithstanding anything contained in this Agreement, the Purchaser/s shall make all payments due under this agreement including sale consideration and all other sums as may be due.

3) NATURE OF RIGHT AND USAGE:

3.1) The buildings to be constructed in Schedule 'A' Property shall be held by all the apartment owners in the respective buildings and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Seller and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are

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used in common by other apartment holders in the respective building will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

3.2) It is explicitly made clear and agreed between the parties that Purchaser/s shall not have any right and interest in the Terrace of any blocks of buildings and the Builders Club House and Commercial Complex (which are to be provided in Phases 2 and 3), in '**SOVEREIGN UNNATHI**'. The right to use the entire Terrace and the right to construct additional floors and/or right to permit the exclusive usage of the same vests with Builder. The right to use the roof top terrace/s and the private terrace/s may be earmarked for use, possession and ownership of Pent Houses in the Top Floor and other apartments who have specifically acquired the same. The Builder shall have the exclusive right to confer the ownership and/or usage of the same to those Purchasers of Pent Houses and/or other apartments. The Purchaser/s has/have no objection to the Builder conferring such exclusive rights on the Owners of the aforesaid Apartments and undertake not to interfere with such peaceful possession and enjoyment of such areas. Other than the aforesaid persons no other person shall have any right therein and shall have no right to question the Builder conferring such rights on the said Owners of Apartments. The roof top terrace and private terrace acquired by the Purchaser/s thereof is for exclusive use and enjoyment by such purchaser/s and he/she/they shall not have the right to put up any construction or enclose the private terrace attached to the apartment or alter the nature of use thereof. The Builder reserves the right to construct additional floors if permitted by Competent Authority at any point of time. The Seller also reserves themselves rights to utilize the Transferable Development Rights if given to them by Competent Authority in the Schedule 'A' Property. The Builder also reserves themselves rights to utilize the Transferable Development Rights if purchased by them from third parties to construct additional floors in the building/s to be constructed in the Schedule 'A' Property.

3.3) Though the Purchaser/s is/are purchasing the undivided share in the entire Schedule 'A' Property, the Purchaser's/s' rights are actually confined to the land abutting/earmarked for the construction of the Block of the apartment building in which the Schedule 'B' Apartment will be/is situated. Further the Builder reserve right to allot for consideration, exclusive car parking rights to the purchasers who specifically apply for the same and who have been allotted such space by the Builder and the Purchaser/s shall not have any right to object to such allotment.

3.4) Upon handing over Schedule 'B' Apartment, the Purchaser/s shall not make any structural alterations to the Schedule 'B' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'B' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed periodically for the maintenance of all common areas and facilities in '**SOVEREIGN UNNATHI**'.

3.5) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Builder. The Purchaser/s shall carry out interior works only during the day time between 9 A.M. and 6 P.M and will also ensure that the

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works done by them do not affect anybody else, i.e all the other Purchasers who are adjacent or at the top and bottom of the said Flat.. The Builder does not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Builder. The Builder is not answerable to any thefts during the course of the interior works.

3.6) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as roads and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., in '**SOVEREIGN UNNATHI**' in common with other owners and other occupants of Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which hinders free use of any common amenities.

3.7) The apartments earmarked for the share of the Builder can be used by them and/or their transferees for using the same as service apartments on daily/weekly/monthly basis or otherwise. Similarly, the Seller is also entitled to make use of his share of apartments for the aforesaid purposes if he so desire. While the Purchaser/s herein using the Schedule 'B' Property as a service apartment as aforesaid, it is the responsibility of the Purchaser/s to make sure that no nuisance or disturbance is caused to the Seller and other owners/occupants of the remaining apartments. The Seller has enclosed his apartments and bifurcated from the apartments that have been earmarked for the share of the Builder including for the Schedule 'B' Apartment. The Purchaser/s herein shall not have the right to enter or trespass into other apartments and built up spaces especially in the apartments retained by the Seller and it is an essential term of this Agreement to Sell.

4) NON OBSTRUCTION OF DEVELOPMENT:

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings or any part thereof in the Schedule 'A' Property in respect of the areas now sanctioned and in respect of areas to be sanctioned from time to time.

5) TITLE:

The Purchaser/s has/have taken inspection of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Seller to the Schedule 'A' Property and Builder's right to develop Schedule 'A' Property and to market/sell the share of the Builder therein and in the development made thereon, the Purchaser/s has/have thus entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Seller and/or power of Builder and no requisition or objection shall be raised in any manner relating thereto.

6) SALE DEED, STAMP DUTY, REGISTRATION FEES ETC.:

6.1) The Seller by himself or through Power of Attorney agrees to execute a Sale Deed and complete sale of Schedule 'B' Property after payment of all sums and on compliance of terms of this Agreement. The Purchaser/s is/are not entitled to claim conveyance of the Schedule 'B' Property till payment of all sums stipulated herein and compliance of all terms in this agreement. The Seller and Builder agree to execute and perform all acts, deed and things necessary and at the cost of the Purchaser/s to effectively

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convey their right, title and interest in the Schedule 'B' Property in favour of the Purchaser/s on compliance of the terms of this Agreement.

6.2) The Purchaser/s shall bear fully and pay the stamp duty, registration fees, deficit stamp duty and registration fee payable on the Sale Deed to be executed by the Seller and Builder in favour of the Purchaser/s for sale of Schedule 'B' Property and the Purchaser/s shall also bear the legal fees and other incidental expenses in connection with the registration of the Sale Deed. It shall be the responsibility of the Purchaser/s to secure the release of the Sale Deed from the office of the concerned Sub-Registrar or any other authority and the Seller/Builder have no liability in respect thereto.

7) **KHATA TRANSFER:**

The Purchaser/s is/are entitled to secure Khata of Schedule 'B' Property on purchase at his/her/their cost and expenses from the jurisdictional Municipal office and Seller agrees to sign necessary consent letters.

8) **TAXES:**

The Purchaser/s shall be liable to pay the municipal property taxes and assessments on Schedule 'B' Property from the date of its assessment. The Seller/Builder shall discharge property taxes and other outgoings up to date of such assessment. The Purchaser/s shall be liable to bear any value added tax, service tax, and /or any other indirect tax which may be levied on this Agreement/contract by the Central/State Government and as and when demanded by the Builder.

9) **PROJECT NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of '**SOVEREIGN UNNATHI**' in Schedule 'A' Property or the names assigned to each of the Blocks in Schedule 'A' Property.

10) **RIGHTS AND OBLIGATIONS:**

10.1) The Purchaser/s on purchase of Schedule 'B' Property agrees to enjoy the common areas in Schedule 'A' Property consisting of Common Passages, Drainages, Compound and all other common facilities in common with other owners or purchasers of Schedule "A" Property subject to such Rights as are conferred upon the Purchaser/s as stated in Schedule "C" herein and be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s detailed in Schedule 'D' herein. The Builder is entitled to confer additional rights on other Purchasers in '**SOVEREIGN UNNATHI**' at their discretion and the Purchaser/s shall have no right to question the Builder in respect thereto.

10.2) The Builder and/or persons specifically authorized by them in writing are entitled to utilize one or more blocks of buildings and/or some of the apartments in the buildings to be built in the Schedule 'A' Property to run service/transit apartments on daily/weekly/monthly basis or otherwise and the Purchaser/s herein consent/s for the same and has no objection for such usage of the apartments by the Builder and/or persons claiming through or them and/or by the agency

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appointed by them to run such service/transit apartments. The Builder is also entitled to give consent to selected Purchaser/s of apartment/s to make use of the same to run service/transit apartments on daily/weekly/monthly basis. The Purchaser/s herein consent for the same and further declare/s that he/she/they will not object or obstruct such use of the apartments by the said persons.

11) CLUB HOUSE:

11.1) The Builder is providing a facility of Club House in the Builder's Commercial Area attached to the Phase 3 of the project, for use and enjoyment by the member at extra cost to manage, maintain and run the club. (A resident can take the membership of the Club House from the Builder at an membership charge of **Rs./-** for the member his spouse and 2 children. Membership to the club house is not compulsory) The Club may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable and which facilities may include sports area, health centre, retail outlets, restaurant, coffee shop etc., which can be used by the Owners/Occupants against monthly payment of individual event user fee

11.2) The Builder is entitled to commercially exploit club by running the Club themselves and/or engage any person/s including an independent external agency to run the Club and its activities from time to time.

11.3) The facilities of the Club are available for the benefit of the club members only who shall necessarily be the Owners/Occupants of the Apartments in '**SOVEREIGN UNNATHI**' and in the event of transfer of ownership of the Apartment/s, the transferee of the Apartment will be entitled to the benefits of the club and the transferor shall cease to be the member of the club.

11.4) It is clarified that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'B' Apartment. The Purchaser/s shall take possession of the Schedule 'B' Apartment even if Club House and above facilities are not complete or non-operational.

12) SHARING OF COMMON EXPENSES:

12.1) The Builder may undertake maintenance and upkeep of common areas and roads and facilities in '**SOVEREIGN UNNATHI**' or entrust the same to one or more Maintenance Companies for the same or to the Owners Association on its formation which will be effected at the earliest opportunity. The Purchaser/s shall pay to Builder or Maintenance Company or to the Owners' Association, as the case may be proportionate sums based on their apartment area at the rate of Rs.1.50/-(Rupee One paise fifty Only) per Sq.Ft of the Apartment area per month towards maintenance of common areas and facilities in '**SOVEREIGN UNNATHI**'. The Builder will undertake maintenance maximum for six months only from the date of completion of construction from the Deposits paid by the Purchaser/s. Any deficit shall be made good by the Purchaser/s and surplus funds left if any, with the Builder will be transferred to the Association on its formation.

12.2) The Purchaser/s either at the time of taking possession of the Apartment or from the date of intimation by the Builder to the Purchaser/s above named that the Apartment is ready for taking possession shall also contribute one year's maintenance fees calculated at the rate of a sum of Rs.1.50-(Rupee One

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and Paise Fifty only) per. Sq.Ft per month of the Apartment area towards 'CORPUS FUND'. The entire Corpus Fund made up from the contributions of all Apartment Owners in the project '**SOVEREIGN UNNATHI**' shall be maintained in an 'Escrow Account' by the Builder and shall be transferred to the Association of Owners of the Apartments in '**SOVEREIGN UNNATHI**' as and when it is formed. The Corpus Fund is collected to ensure smooth functioning of the Common Area Maintenance activities in '**SOVEREIGN UNNATHI**' shall be maintained at actuals by the Builder and transferred to the Association of Owners of the Apartment along with all the actual accounts with supporting documents/bills on its formation.

12.3) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'B' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'B' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'B' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

13) **ASSIGNMENT:**

The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Builder till the registration of the Apartment. Builder shall be entitled to charge 5% on the total consideration that Purchaser/s has/ have sold to the third party or at the Builder's prevailing rate subject to a minimum of Rs.100/- (Rupees One Hundred Only) per Sq. Feet super built-up area of Schedule 'B' Apartment as their administrative charges/transfer fee for giving such consent. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in portions unless all rights under this Agreement and assigned in full.

14) **POSSESSION:**

The Seller shall deliver and put the Purchaser/s in possession of Schedule 'B' Property on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and compliance of all the terms therein. That on sale of Schedule 'B' Property the Purchaser/s shall have no claim of whatsoever nature against Seller and/or Builder and the Purchaser/s shall be the absolute owner of the Schedule 'B' Property..

15) **NOTICES:**

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Registered Post Acknowledge Due or by courier or by personal delivery or by e-mail.

16) **INDULGENCE:**

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Any delay tolerated or indulgence shown by the Seller in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on his part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Seller.

17) **SPECIFIC PERFORMANCE AND ARBITRATION:**

17.1) In the event of default by the Seller and/or Builder, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the Seller shall be entitled to enforce specific performance of this agreement or terminate the agreement as aforesaid.

17.2) In the event of breach of the terms of this Agreement to Sell or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to a sole Arbitrator to be appointed by the Builder/Seller and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration and Conciliation Act in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Bangalore. The courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

18) **COMPLETE AGREEMENT :**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes Letter of Offer/Payment Plan, any prior agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as at this Date.

19) **AMENDMENT:**

No Decision or exercise of discretion/judgement/opinion/ approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

20) **RIGHT TO REBUILD:**

In the event of destruction of building/s in Schedule 'A' Property or portions thereof, irrespective of such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to age or for any reason of whatsoever nature, the respective owners of the Blocks/Towers in Schedule 'A' Property shall have the right to put up the respective spaces/floors in the place now situated subject to sanction of the required plan from the concerned authorities, as such the Purchaser/s shall have the right to put up only the Schedule 'B' Apartment as per the sanctioned plan. If the total area sanctioned by the authorities is equivalent to the present area, then the Purchaser/s will have the right to construct and own the same area as owned by him/her/them prior to the date of destruction. However, if the area sanctioned is less, the Purchaser/s will have the right to construct and own only proportionate area. If the sanctioned area is more, the additional area shall accrue to the benefit of the Builder, subject the Builder proportionately bearing the cost of the construction. Whenever the constructions are so put up after destruction, the foundation for such construction shall

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be of such and should be able to withstand a minimum of Basement, Ground and the number of Floors that existed prior to its destruction or demolition and for such foundation the respective owners should bear the cost in proportion to the areas in their occupation and accordingly. The Purchaser/s shall bear the cost in the ratio of ownership. In the event of any disputes relating to the proposed construction of the building in Schedule 'A' Property and/or the respective floors, the same shall be settled through arbitration amongst all the disputed parties and the decision in such arbitration shall be final and binding on all the parties.

21) RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

22) SEVERABILITY:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

- a) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) at the discretion of the parties, such provision may be severed from this Agreement.
- c) the remaining provisions of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

23) DEED OF DECLARATION:

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The Purchaser/s of shall submit Apartment to the provisions of the Karnataka Apartment Ownership Act and other Acts and Rules in force.

24) **CUSTODY:**

The Original of this Agreement shall be with the Purchaser/s and copy of the same duly signed by the parties shall be with the Builder.

:SCHEDULE 'A':
(DESCRIPTION OF THE PROPERTY)

All that portion of Property bearing Sy. No. 511, measuring 5 Acres 16 Guntas including 24 Guntas of Kharab land, situated at Kalkere Village, K.R.Puram Hobli, Bangalore East Taluk (earlier Bangalore South Taluk), and duly converted for non-agricultural residential purposes by the Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No. ALN(E).SR.(KH)14/2006-07 dated 20/01/2010 and presently bearing New Municipal Khata No.1, situated in Kalkere Main Road, Kalkere, Ramamurthynagar Sub-Division, Municipal Ward No.26, Bangalore and bounded by:

East : :80 Feet Road in Sy.No.511 of Kalkere Village;
West : Lands in Sy.Nos.512, 513 and 520 of Kalkere Village;
North : Lands in Sy.Nos.586 and 521 of Kalkere Village; and
South : Lands in Sy.Nos.502, 509 and 510 of Kalkere Village.

:SCHEDULE 'B' PROPERTY:
(DESCRIPTION OF THE APARTMENT)

All that Residential Apartment bearing **No..... in the Floor of '.....' Block (as per the marketing nomenclature) and Door No. ".....-.....-....." in the Floor of the "Block-....."** (as per the Sanctioned Drawing plan) of the project '**SOVEREIGN UNNATHI**' to be built in Schedule 'A' Property and apartment measuring 925 Sq. Feet of super built up area approximately inclusive of balconies, utility areas and proportionate share in common areas such as passages, lobbies, staircases along with One Covered Car Parking Space with 228 Sq. Feet undivided share, right, title, interest and ownership in the land in the Schedule 'A' Property

:SCHEDULE "C":
:RIGHTS OF THE PURCHASER/S :

The Purchaser/s shall have the following rights in respect of the Schedule 'A' Property on purchase of Schedule 'B' Property;

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- 1) The right to own, purchase and enjoy Schedule 'B' Apartment for residential purposes including for running of a transit apartment/service apartment on daily/weekly/fortnightly/monthly/yearly basis.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'B' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'B' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'B' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in 'SOVEREIGN UNNATHI' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to become a member of the Club House as long as the Purchaser/s remain an owner/occupant of the apartment (against payment of Rs.2,00,000/-) and shall be entitled to use the Club House subject to strict observation of the byelaws and rules framed by the Builder and/or their nominee/s or assignee/s from time to time and on payment of subscription fee etc., and also usage charges for the facilities therein and Purchaser/s will only have right to use Club House and he/she/they shall have no interest or right in the Club House or the assets therein, whether moveable or immovable.
- 10) Right to make use of all the common roads and passages provided in Schedule 'A' Property to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

:SCHEDULE "D":

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:OBLIGATIONS ON THE PURCHASER/S:

- 1) Not to raise any construction in addition to that mentioned in Schedule 'B' above.
- 2) Not to use or permit the use of Schedule 'B' Apartment in a manner which would diminish the value or the utility therein.
- 3) Not to use the space left open after construction in Schedule 'A' Property or in '**SOVEREIGN UNNATHI**' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
- 5) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities.
- 6) The Purchaser/s shall have no objection whatsoever to the Builder managing the entire development in Schedule 'A' Property by themselves for One year and later hand over the common areas and the facilities to maintenance company/ies of their choice or to the association as soon as it is formed. The Purchaser/s shall pay the Builder one year's Maintenance charges in advance at the time of taking delivery of the apartment / Registration of the Sale Deed and any deficit shall be made good by the Purchaser/s.
- 7) A Combined Owners Associations will be formed in respect of all the Residential Buildings to be built in Phase I, Phase II and Phase III of the Project including in respect of the Block/Tower in which Schedule 'B' Apartment is a portion and the Purchaser/s shall become a Member/s of the Owners' Association and agree/s to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. Such Association shall be purely for the purpose of maintenance and management of the building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such association is to take over accounts/finance of the multistoried building and the development in '**SOVEREIGN UNNATHI**' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.
- 8) A Confederation of all owners will be formed for maintenance and upkeep of the common areas in '**SOVEREIGN UNNATHI**' and each of the owners of the apartments in '**SOVEREIGN UNNATHI**' shall contribute proportionate charges for upkeep and maintenance of the common areas and services in '**SOVEREIGN UNNATHI**'. This association will be common for all the three phases of "**SOVEREIGN UNNATHI**".
- 9) The Purchaser/s and other owners of Apartments in the building shall pay such sums as are required by the Builder or maintenance company or the Association as the case may be towards sums for maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time).

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10) The expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same. No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.

11) The Purchaser/s shall use the apartment as a private residence and the car-parking space/s for parking/s a light motor vehicle/s and not for any other purpose. The parking space/s specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space/s.

12) The Purchaser/s in the event of leasing the Schedule 'B' Apartment shall keep informed the Builder or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'B' Apartment and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in 'SOVEREIGN UNNATHI'.

13) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder constructs and not at any time alter the said elevation in any manner whatsoever.

14) The Purchaser/s shall from the date of taking over possession, maintain the apartment at his/her/their cost in a good and tenantable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or City Municipal Council or Bangalore Development Authority or any other authority. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardises the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners. The Purchaser/s shall carry out at his/her/their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.

15) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchaser/s in the building and in the said apartment that:

- a) The name and/or apartment number of the Purchaser/s or the name of First Purchaser in case of more than one Purchaser shall be put, in standardized letters and colouring only at the

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location/board that may be designated by the Builder at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building or in the Schedule 'A' Property and the number shall not be altered.

- b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment so also in the lobby, common areas etc.,
- c) The Purchaser/s shall not do any thing that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

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

17) The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement level/Ground Level will be allotted by the Builder to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.

18) The Builder will provide to the Purchaser/s access from the driveways/internal roads to the building where Schedule 'B' Apartment is situated.

19) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in '**SOVEREIGN UNNATHI**'.

20) The Purchaser/s of apartments in '**SOVEREIGN UNNATHI**' and/or in respective Blocks/Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-

- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
- b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the colour scheme of the building.
- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.

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- f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- k) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
- l) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder or the Owners Association.
- m) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the apartment Owners in the building or '**SOVEREIGN UNNATHI**'.
- n) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**SOVEREIGN UNNATHI**'.
- o) Trespass into other residential buildings in '**SOVEREIGN UNNATHI**' or misuse the facilities provided for common use.
- p) Use the Schedule 'B' Property in the absence of specific written permission of Builder or the Owners Association as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
- q) Use the Schedule 'B' Property for training any skill or art or occupation or conduct any teaching classes.

21) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block/Tower and/or in '**SOVEREIGN UNNATHI**'. The use of the common facilities by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

22) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchaser/s shall strictly follow

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rules and regulations for garbage disposal as may be prescribed by the Builder or Agency maintaining the common areas and facilities in 'SOVEREIGN UNNATHI' or by the Owners Association.

23) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'B' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'B' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.

24) The Purchaser/s shall maintain at Purchaser's cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and be answerable and responsible for all notices or violations of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.

25) The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Builder and/or Maintenance Company or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

26) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.

27) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

28) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'B' above.

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

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29) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser shall not seek partition of undivided share in the Schedule 'A' Property.

30) The Purchaser/s shall pay to the Builder or Maintenance Company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule 'B' Apartment.

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in 'SOVEREIGN UNNATHI' including the cost of AMC's for these equipments;
- b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in 'SOVEREIGN UNNATHI'.
- c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house (only for members), external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'A' Property in general.

:ANNEXURE-I:
:SPECIFICATIONS:

Structure - Seismic zone II compliant RCC framed structure. Solid concrete block masonry / equivalent for walls.

Lobby - Elegant stilt floor entrance lobby in granite / vitrified tiles. Ceramic tiles cladding of 30" height on the side walls in common areas of all the floors.

Plastering - All internal walls smoothly plastered and rendered with lime paste.

Painting - Exteriors - Snowcem. Interior - Oil Bound Distemper.

Flooring - Vitrified Tiles Flooring everywhere except Bathrooms. Bedrooms have choice of either MDF wooden flooring or vitrified tiles flooring.

Toilet fittings and Accessories - Anti skid ceramic tiles flooring, ceramic glazed tiles dadoing up to full height, white wall-hung EWC with concealed flush valve and white wash basin with pedestal. Hot and cold

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water-mixer unit for shower. Health faucet provided for all toilets. CP and ceramic will be Jaguar / Cera / Hindware / equivalent.

Doors and Windows- Main Door – BST flush shutter 35 mm thick wood frame, internal and bathroom doors – flush shutter 30 mm thick with red hardwood frame enamel painted. Three track aluminium glazed window with light grill.

Kitchen - 40 / 20 mm thick granite kitchen platform with single-bowl stainless steel sink. Cladding up to 2' height in ceramic glazed tiles above kitchen platform. Provision for Aqua-guard point, piped gas supply to kitchen with individual meter for each flat. Availability of gas assured by IOC/BPC/HP, at rates on par with those of gas in cylinders.

Electrical - All modular type switches and sockets with internal copper wiring (fittings like fans, light fixtures, geysers, appliances etc. not provided). In bedrooms - 3 LP, 1 FP, 2 PP5A, 1 CTV, 1 TP. In living and dining - 7 LP, 4 PP5A, 1 PP15A, 2 FP, 2 CTV, 2 TP. In kitchen - 1 LP, 2 PP5A, 2 PP15A, 1 EX, 1 TP. In balcony - 1 LP, 1 PP5A. In utility - 1 LP, 1 PP5A, 1 PP15A. In toilets - 2 LP, 1 PP5A, 1 PP15A (LP – Light point, PP – Power point, FP – Fan point, TP – Telephone point, CTV – Cable TV point, EX – Exhaust point).

Lift Two high speed lifts provided, one for 10 passengers and another for passenger / stretcher.

Common Amenities -Letter box panel shall be provided at stilt floor lobby.

Extra Amenities- Gymnasium, Children's Play Area, Amphi-theatre, Indoor Games Room, Swimming Pool with Toddlers' Pool, Badminton / Tennis Court, 50-person Party Hall for small gatherings.

Communication and cable TV - Every flat provided with telephone (BSNL/private provider) cum intercom and all flats/amenities connected internally for free use. Owner pays rental/own outgoing usage/ broadband charges (if being used) directly to the service provider. An exclusive network of cable tv will be provided (users to pay monthly charges).

Security systems - Round the clock security with CCTV all round on the fence walls at strategic locations with ample street lighting.

Fire Fighting - Fire fighting sprinklers provided in the basement and stilt floor, fire hydrant at the corridor of each floor and in common area. All this as per the necessary government and fire department regulations.

Backup Generator - 500 W dg power backup for each apartment with automatic changeover switch (accl). Standby generator for lighting in common area, lifts and pumps.

Other Facilities Departmental Store, Vegetable Shop, Milk and Dairy Products Centre, Saloon and Beauty Parlour, Communication Centre, Bank Extension Counter, Pharmacy Shop, Restaurant, Boutique and Tailor-Shop will be provided by Builders at their Commercial Complex.

:ANNEXURE-II: **(DETAILS OF PAYMENT)**

The consideration for sale of Schedule 'B' Property is Rs./- (**Rupees** **Only**) which includes cost towards undivided share in the Land and the construction cost. Taxes shall be applicable only on construction costs. The said sum is payable in the manner enumerated below and payment as stated below is essence of this Agreement. The Purchaser/s has/have paid the Builder/Confirming Party Rs......./- (**Rupees** **Only**) by way of advance towards sale price and the balance amount shall be payable before Registration :

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(The applicable GST Tax shall be added and collected along with each of the above installments and these will be reflected, at actual's, in the respective Demand Note made by the Builder for above payments.)

The BWSSB and KEB Deposits and incidental Expenses estimated today at approximately Rs...../- for each Apartment of **925 Sq. Feet** shall be collected by the Builder as and when required to be deposited with the concerned authorities and intimation for payment of this will be given by the Builder/Confirming Party 15 days in advance to all the Purchasers. The Extra amount to be paid for combining the adjacent apartments into a single apartment also shall be paid by the Purchaser and intimation for this payment will be given by the Builder 15 days in advance to all the Purchaser/s.

On delivery of possession of the Apartment, the actual Registration Charges and incidental expenses are to be paid directly to the sub-Registrar during the Registration of the Apartment.

Annexure III

Details of Nomenclature of the Blocks/Flats



Block Details as per the marketing nomenclature drawing

Block Details as per the sanctioned plan

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
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The Block A1 and Block A2	Block 2B
The Block A3 and Block A4	Block 2A
The Block B1 and Block B2	Block 1C
The Block B3 and Block B4	Block 1D
The Block B5 and Block B6	Block 1B
The Block B7 and Block B8	Block 1A

<u>Floor details as per marketing nomenclature plan drawing</u>	<u>Floor details as per the sanctioned</u>
Ground Floor	First Floor
First Floor	Second Floor
Second Floor	Third Floor
Third Floor	Fourth Floor
Fourth Floor	Fifth Floor
Fifth Floor	Sixth Floor
Sixth Floor	Seventh Floor
Seventh Floor	Eighth Floor
Eighth Floor	Ninth Floor
Ninth Floor	Tenth Floor
Tenth Floor	Eleventh Floor
Eleventh Floor	Twelfth Floor
Twelfth Floor	Thirteenth Floor
Thirteenth Floor	Fourteenth Floor
Fourteenth Floor	Fifteenth Floor
Fifteenth Floor	Sixteenth Floor

For **K.S Munihanumaiah and others** for **Sovereign Developers & Infrastructure Limited**
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(Authorised Signatory)

(Authorised Signatory)

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

WITNESSES:

2)

Authorised Signatory of
M/s.SOVEREIGN DEVELOPERS &
INFRASTRUCTURE LTD.,
and General Power of Attorney Holder for
SELLER.

for M/s.SOVEREIGN DEVELOPERS &
INFRASTRUCTURE LTD.,

Authorised Signatory for BUILDER

PURCHASER/S

For **K.S Munihnumaiah and others** for **Sovereign Developers & Infrastructure Limited**
(Represented by GPA Holder)

(Authorised Signatory)

(Authorised Signatory)

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