

DUPLICATE



SOBHA

PASSION AT WORK

AGREEMENT TO SELL

SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11

Situated at Hadosiddapura Village,
Varthur Hobli,
Bengaluru East Taluk,
Bengaluru

Between

Mr. B.P. Kumar Babu

Mrs. Kumudha Kumar Babu

Mrs. Rohini Karumbaiah

Mr. K.M. Poovaiah

And

Anamitra Estates and Developers Pvt. Ltd.,

And

Sobha Limited

In-favour of

Mrs. Regina Joseph ~~DR~~ *DR*

Apartment No: **C1-11141/Fourteenth Floor**

SOBHA LIMITED

(Formerly known as Sobha Developers Limited)

Registered Office: "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabecsanahalli,
Bellandur Post, Bengaluru – 560103



ಉಪನಿರ್ದೇಶಕರು
ಬಹುಮಾನ (ಬಿ.ಎಂ.ಎಂ.)
ಬೆಂಗಳೂರು

AGREEMENT TO SELL

This Agreement to Sell is made and executed on this 9 JUN 2020 at Bengaluru.

BY AND BETWEEN:

1. **Mr. B.P. KUMAR BABU**
PAN: AAPPB6668J
Aged about 45 years
S/o. Mr. Prabhakar Reddy
2. **Mrs. KUMUDHA KUMAR BABU**
PAN: APKPK7087C
Aged about 41 years
W/o. Mr. B.P. Kumar Babu
3. **Mrs. ROHINI KARUMBIAIAH**
PAN: AANPK8910E
Aged about 65 years
W/o. Mr. P.C. Karumbaiah
4. **Mr. K.M. POOVAIAH**
PAN: ABLPP7033L
Aged about 68 years
S/o. Mr. K.P. Machaiah

The aforesaid Party No. 1 to 4 are represented by their GPA Holder Sobha Limited, under registered GPA dated 03.07.2015 having its registered office at "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru - 560103; hereinafter referred to as the "OWNER/VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators legal heirs and assign);

Owner

Confirming Party

Developer

Purchaser/s

AND:

ANAMITRA ESTATES AND DEVELOPERS PRIVATE LIMITED
PAN - AAKCA8418R

A Company incorporated under the Companies Act, 1956, having its registered and corporate office: at, No. 583, 9th Main, Off. CMH Road, Indiranagar 1st Stage, Bengaluru – 560038 **represented by its GPA Holder Sobha Limited**, under registered GPA dated 03.07.2015 & 24.10.2016 having its registered office at “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru - 560103; hereinafter referred to as the **“CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators legal heirs and assign);

AND:

SOBHA LIMITED
PAN - AABCS7723E

A Company incorporated under the Companies Act, 1956, having its registered office: at “SOBHA” Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bengaluru – 560103 represented by its Authorised Signatory/ies Mr./Mrs. RAJA BOYAPATI, authorized vide board resolution dated 23/01/20, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators, its successor in title and assigns);

The Vendor, Confirming Party and the Developer are collectively referred to as the **“FIRST PARTY”** and individually referred as the Vendor, Confirming Party and Developer as the case may be

IN FAVOUR OF:

1. Mrs. Regina Hoseph D R
W/O Mr. John Mathew
Aged about 52 years
AECPR6696H

197 3rd Avenue 3rd Main, Teacher Colony Koramangala. Bangalore, Karnataka-540036
Aadhaar No:

Hereinafter referred to as the **“PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendor, Confirming Party, Developer and the Purchaser/ s are collectively referred to as the **“Parties”** and individually referred as the **“Party”** as the case may be)

WHEREAS:

- A. The Vendor No. 1, is the absolute owner of all that piece and parcel of the residentially converted land bearing Survey Nos. 59/2, 59/3, 60/2, 61, 54/3, 58/2, 58/3, 59/5, 55/2, 55/1, 31/1 in all measuring about 14 Acres 2.25 Guntas **“Land belonging to Vendor No. 1”**; The Vendor No. 2, is the absolute owner of all that piece and parcel of the residentially converted land bearing Survey Nos. 61, 60/2, 58/1, 55/2, 55/1, 59/4 and 63/1 in all measuring about 8 Acres 3.25 Guntas **“Land belonging to Vendor No. 2”**; The Vendor No. 3 is the absolute owner of all that piece and parcel of the residentially converted land bearing Survey No. 55/2 measuring 1 Acre **“Land belonging to Vendor No. 3”**; The Vendor No. 4 is the absolute owner of all that piece and parcel of the residentially converted land bearing Survey No. 58/1 measuring 30 Guntas **“Land belonging to Vendor No. 4”** and successively, the Vendor No. 1, 2, 3 and 4 are the absolute owner/s of all that piece and parcel of the aforesaid parcel of the conjoint lands situated at Hadosiddapura Village and Chikkannelli Village, Varthur Hobli, Bengaluru East Taluk in all measuring about 23 Acres 35.50 Guntas (excluding 38 Guntas of Kharab land) and physically measuring 23 Acres 24.75 Guntas or 95,580.35 Sqm are herein collectively referred to as the **SCHEDULE “A” PROPERTY / “COMPOSITE PROPERTY”**.

Owner

Confirming Party

Developer

Purchaser/s

- B. The Vendor No. 1, 2, 3, 4 along with the Confirming party and Developer had entered into Joint Development Agreement dated 03.07.2015, registered in Doc. No. HLS - 1-01477 - 2015-16, in Book-I CD No. HLSD 118, in the office of the senior sub registrar, Halasuru, Bengaluru hereinafter referred to as the **(‘PRINCIPAL - JDA’)** for the development of Schedule “A” Property in all measuring 23 Acres 35.50 Guntas of land and subsequently, the Vendors and the Confirming Party have in consideration of the terms of the said JDA have agreed that, the Vendors and the Confirming party together will be entitled to 36% of the revenue share hereinafter referred to as the **“VENDORS & CONFIRMING PARTY REVENUE SHARE”** at the following ratio; (a) Vendor No. 1 shall be entitled for 10.18% (b) Vendor No. 2 shall be entitled for 12.18% (c) Vendor No. 3 shall be entitled for 01.51% (d) Vendor No. 4 shall be entitled for 01.13% and (e) the Confirming Party shall be entitled for 11.00% of revenue. The Developer shall be entitled for the remaining 64% of the revenue share hereinafter referred to as the **“DEVELOPER REVENUE SHARE”** and subsequently, the aforesaid party/ies to the said principal JDA found that, inadvertently due to oversight the boundaries of the portion of land in Sy. No. 55/1, measuring 1 Acre and remaining portion of Sy. No. 55/1 measuring 2 Acres 3 Guntas was erroneously reflected as one single portion. The said parties discovered the error/s made in the principal JDA and subsequently, to rectify the same the aforesaid parties to the principal JDA had executed the Deed of Rectification to the Joint Development Agreement dated 24.10.2016, registered in Doc. No. HLS - 1-03592 - 2016-17, in Book-I CD No. HLSD 138, in the office of the senior sub registrar, Halasuru, Bengaluru hereinafter referred to as the **(‘RECTIFICATION - JDA’)**;
- C. Further, the Vendor No. 1, 2, 3 and 4 have also executed a Power of Attorney dated 03.07.2015 registered as Doc. No. 171/2015-16, Book-IV, stored in CD No. HLSD - 118, in the office of the senior sub registrar, Halasuru, Bengaluru and subsequently, the Confirming party have also executed a Power of Attorney dated 03.07.2015 registered as Doc. No. 172/2015-16, Book-IV, stored in CD No. HLSD - 118 and the Deed of Rectification to the Power of Attorney dated 24.10.2016 registered as Doc. No. 387/2016-17, Book-IV, stored in CD No. HLSD - 138, in the office of the senior sub registrar, Halasuru, Bengaluru hereinafter referred to as the **(‘POA’)** for the development of the Schedule “A” Property.
- D. The Developer herein have formulated a Scheme for developing the Schedule Property into residential group housing project comprising of Several Blocks and Wings. The composite development shall be known as **“SOBHA ROYAL PAVILION”** hereinafter referred to as the **PROJECT** with common roads, amenities and facilities including Clubhouse and Swimming Pool.
- E. The Developer has secured a master Development plan bearing work order No. BDA/TPM/DLP-41/2015-16/565/2018-19 dated 26.06.2018 from the Bangalore Development Authority **(‘BDA’)** and has relinquished from and out of the Schedule “A” Property, an extent of 9,561.73 sqm towards Parks and Open Space and an extent of 3,878.35 sqm towards Road Widening to Bangalore Development Authority vide Relinquishment Deed bearing Doc. No BDA-1-00960/2018-19, Book-1, Stored in BDAD237 dt.29.05.2018, registered in the office of the Additional District Registrar, Bangalore Urban District, Bengaluru.
- F. The Developer has also earmarked an extent of 4,780.86 sqm in the Schedule “A” Property as Civic Amenities sites, as shown in the sanctioned plan and the Developer shall utilize the same for the purpose of the construction of a Clubhouse on this Civic Amenities Site for the common benefit of all the apartment owners of **“SOBHA ROYAL PAVILION”**. The Developer shall obtain a separate plan sanction from the respective authorities for a Clubhouse in the due course. All the amenities of the Clubhouse and Swimming Pool shall be situated in this Civic Amenities site. The Purchaser at no point of time shall claim any right, title or interest in such Civic Amenities site.
- G. The Developer, has obtained the Development Plan from the Bangalore Development Authority, **(‘BDA’)** vide sanction No. A.A.3/Ta.Sa-4/Poo/26/2018-19 dated 28.09.2018 for the construction of multi- storied apartment complex on Schedule “A” Property.
- H. As per the said scheme formulated the residential buildings shall be constructed in several phases, each of such phases shall be interlinked to the composite development and as per the scheme, persons who are desirous of owning apartment/s of their own could be nominated by the Developer to purchase undivided share in Schedule “A” Property.

Owner

Confirming Party

Developer

Purchaser/s

- I. The Developer will be entitled to develop the project in phase/s on the Schedule "A" Property and the Developer reserves easement rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule "A" Property and it is a restrictive covenant of a perpetual easementary right which runs with the Schedule "A" Property and is irrevocable under any circumstances. The Purchaser shall not object to such use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property for the Developer and /or their transferees and/or persons authorized by the Developer. The Purchasers have no objections whatsoever for the Developer using the said roads as access roads for any future development adjoining the Schedule "A" Property.
- J. The First Party have applied for registration of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** of the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has granted registration No. **PRM/KA/RERA/1251/446/PR/190205/002357** to the said Project.
- K. The Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of the Project, shall be maintained by all the owners of the apartments in the Project, in terms of the scheme formulated by the Developer, any person/s interested in owning an Apartment will be entitled to undivided share in the land applicable to the said phase development being portion of the Schedule "A" Property taking into consideration the FAR consumed.
- L. The Purchaser made an application for allotment of an Apartment in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** of the Project vide Application dated **31/05/2020** and the Purchaser has been allotted Apartment No. **C1-11141** on the **Fourteenth** Floor of the Project **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** (shown as Block **Wing 11** in the Sanction Plan) having a Carpet Area of **49.77** sft, Balcony Area of **49.77** sft, Common Areas of **362.9** sft, and the total Super Built-up Area of **1,490.45** sft along with **One** car park/ing in the basement which is more fully set out in Schedule "C" hereunder and hereinafter referred to as the **SCHEDULE "C" PROPERTY** with proportionate share in the Common Area of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** of the Project.
- M. The First Party has made disclosures to the Purchaser in this Agreement under Clause No.11
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- O. The Parties hereby confirm that they are signing this Agreement after taking legal advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to **"SOBHA ROYAL PAVILION"** and the corresponding **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** of the Project;
- P. The Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

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

1 DEFINITIONS AND INTERPRETATION

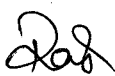
1.1 Definitions

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

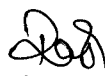
- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires.
- (b) **"Agreement"** shall mean this agreement to sell the Schedule "C" Undivided Share and construction of the Schedule "C" unit/Apartment, including the schedules and annexes hereto, as may be amended from time to time.



Owner



Confirming Party



Developer



Purchaser/s

- (c) **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter.
- (d) **"Apartment/s"** shall mean the residential units together with non-exclusive use of Common Areas and the Common Amenities and Facilities in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**
- (e) **"Association or Association of Owners or Owners Association"** shall all mean the same, being the Association of Owners that is established by the First Party, in respect of the Apex Body **"SOBHA ROYAL PAVILION"** and the sub-committee/Association for **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and also to the Project as a whole, as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (f) **"Association Agreement"** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the project as a whole;
- (g) **"Additional Costs"** shall mean costs incurred for infrastructure development as required by the authorities for obtaining the BESCOM and BWSSB connections/services and the expenses incurred for obtaining and developing all required and necessary infrastructure.
- (h) **"Additional Costs and Expenses"** shall mean all the amounts set out in Annexure VII hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (i) **"Balance Cost of Construction"** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of Annexure VII hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (j) **"Balance Sale Consideration"** shall mean any part of the sale consideration towards the undivided share in land, which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of Annexure VI hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (k) **"Block/s - Wing/s"** shall mean individually or collectively mean the Block/s and Wing/s to be constructed in **"SOBHA ROYAL PAVILION"**
- (l) **"Booking Amount"** shall mean the amounts payable/paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration and the Cost of Construction.
- (m) **"Carpet Area"** shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or veranda and exclusive open terrace and any other Limited Common Areas.
- (n) **"Chartered Accountant"** shall mean who is registered with Institute of Chartered Accountants of India, and is a practicing chartered accountant.
- (o) **"Commencement Certificate"** shall mean certificate issued by the concerned authority.
- (p) **"Common Areas of the Project"** shall mean and include areas demarcated and declared as the common areas of the Project and as detailed in Annexure III hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the First Party or Owners Association to be followed by all the owners/occupiers of the Apartments;
- (q) **"Common Amenities & Facilities"** of **"SOBHA ROYAL PAVILION"** shall mean and include those amenities and facilities of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** as detailed in Annexure IV hereto. The Common Amenities and Facilities of **"SOBHA ROYAL PAVILION"** are subject to such reasonable, non-discriminatory rules and regulations as are



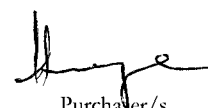
Owner



Confirming Party



Developer



Purchaser/s

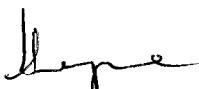
prescribed by the First Party or the Association to be followed by all the owners/occupiers of the Apartments.

- (r) **"Completion Period"** shall mean the **<Penalty Date>** or such extended time as provided in clause 8 below, before which the First party would have applied for and secured the Partial Occupancy Certificate / Occupancy Certificate for **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** or any of the Block/s / Wings/s in **"SOBHA ROYAL PAVILION"**
- (s) **"Cost of Construction"** shall have the meaning ascribed to the term in Clause 4.
- (t) **"Clubhouse"** shall mean Clubhouse to be constructed on the Civic Amenities sites as per a separate plan sanction by the concerned authorities
- (u) **"Deed of Declaration"** shall mean the deed of declaration that would be executed by the First Party to submit for the Project, the Common Areas, the Common Amenities and Facilities of **"SOBHA ROYAL PAVILION"** and/or the project under the provision of the Karnataka Apartment Ownership Act, 1972 and such separate Deed of Declaration for **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**.
- (v) **"Defects"** shall mean any structural defect or defect in workmanship, quality or provision of services or any other obligations of the Developer relating to such Unit/Apartments.
- (w) **"Disclosures"** shall mean the disclosures made by the Developer to the Purchaser, pertaining to the composite development **"SOBHA ROYAL PAVILION"** and the corresponding Phase **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the development of the Schedule "A" Property as detailed in clause 11 below and accepted by the Purchaser to their knowledge;
- (x) **"Engineer"** means a person/firm who is holding a bachelor's degree from a recognised University and/or which is recognised by the All India Council of Technical Education.
- (y) **"First Party Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 10.1 below.
- (z) **"Force Majeure"** shall mean the occurrence of one or more of the following events:-
 - (i) war, flood, drought, fire, cyclone, earthquake;
 - (ii) Any other calamity caused by nature.
- (aa) **"Interest"** means the rate of interest payable by the Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate ('MCLR').
- (bb) **"Limited Common Area"** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Composite Development **"SOBHA ROYAL PAVILION"**, and or in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** which are allotted at a cost for the exclusive use by the Apartments as they would be attached to such Apartments and capable of being used by these Apartments and to be maintained by these Apartments at their cost and not as part of the Common Area.
- (cc) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal (RERA) and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property.
- (dd) **"Occupancy Certificate"** means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** or any of the Block/s thereof, and pursuant thereto permitting occupation of the Apartments for which the occupation certificate is issued;



Owner


Confirming Party


Developer



Purchaser/s

- (ee) **"Party"** unless repugnant to the context, shall mean a signatory to this Agreement and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement.
- (ff) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser under Annexure VI or Annexure VII hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (gg) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (hh) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of **"SOBHA ROYAL PAVILION"**;
- (ii) **"Project"** shall mean Composite development of **"SOBHA ROYAL PAVILION"** to be developed on the Schedule "A" Property.
- (jj) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "B" Unit/Apartment or by any of the occupiers of the Schedule "B" Unit/Apartment under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Annexure V hereto;
- (kk) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (ll) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 10 hereof;
- (mm) **"Rights and Obligations"** shall mean that the Purchaser shall be bound by the obligations set out in Schedule "E" hereto and have the rights set out in the Schedule "D" hereto in the use and enjoyment of the Schedule "C" Unit/Apartment;
- (nn) **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3;
- (oo) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the First Party in favour of the Purchaser;
- (pp) **"Sale Deed"** shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule "C" Undivided Share in favour of the Purchaser on the terms and conditions contained therein under the Scheme to enable the Purchaser to get constructed the Schedule "C" Unit/Apartment;
- (qq) **"Schedule "A" Property"** shall mean the land on which the Project is being developed in phase/s by the First Party and more fully described in the Schedule "A" hereto;
- (rr) **"Schedule "B" Property"** is the portion of the land out of the Schedule "A" hereto utilising the FAR thereof for construction of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** as prescribed in this agreement and more fully described in the Schedule "B" hereto.
- (ss) **"Schedule "C" Property"** is the Unit/Apartment, which is to be constructed under the scheme with corresponding undivided share and more fully described in the Schedule "C" hereto.
- (tt) **"Schedule "C" Unit/Apartment"** shall mean the Unit/Apartment to be constructed under the Scheme.
- (uu) **"Schedule "C" Undivided Share"** shall mean the undivided share in the Schedule "A" Property corresponding the Schedule "C" Unit/Apartment.
- (vv) **"Scheme"** shall mean the scheme of development of **"SOBHA ROYAL PAVILION"** of the Project in Schedule "A", under which Persons interested in owning a Apartment in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** (a) would have to acquire undivided share corresponding to the Apartment which undivided share is corresponding to such Apartment taking into consideration the FAR achieved based on the undivided share in land in the Schedule "A" hereto for **"SOBHA ROYAL PAVILION"** and (b) to get the Apartment constructed from the Developer.


Owner


Confirming Party


Developer


Purchaser/s

- (ww) **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** shall mean the account opened by Developer as per the Real Estate (Regulation and Development) Act.
- (xx) **"Specifications for "SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** shall mean the specifications of construction set out in Annexure VIII hereto or any equivalent thereto in terms of quality for the Blocks in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**.
- (yy) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax (**"GST"**) as applicable from time to time, which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and Additional Costs and Expenses, under this Agreement;
- (zz) **"Structural Defects"** shall mean any structural defect or defect in workmanship, quality or provision of services or any other obligations of the First Party relating to such Apartments -;
- (aaa) **"Super Built Up Area"** of any Apartment shall mean the aggregate of (i) the Carpet Area of such Apartment, and (ii) thickness of the external walls (iii) balconies (iv) terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (bbb) **"Undivided share in Land"** means the corresponding undivided share in land for the Apartment/Unit in the Composite Project;
- (ccc) **"TDR"** shall mean Transfer of Development Rights.

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e) Harmonious Interpretation and Ambiguities within the Agreement:
In case of ambiguities or discrepancies within the Agreement, the following shall apply:
 - (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
 - (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
 - (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
- (f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h) no Section in this Agreement limits the extent or application of another Section;
- (i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

Owner

Confirming Party

Developer

Purchaser/s

2 AGREEMENT TO SELL AND CONSTRUCT

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Additional Costs and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the First Party, agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "C" share and the Developer agrees to construct the Schedule "C" Apartment under the Scheme in terms of the Agreement.

3 SALE CONSIDERATION FOR THE SCHEDULE "C" UNDIVIDED SHARE

3.1 The Sale Consideration to be paid by the Purchaser to the Developer, shall be **'42,62,687/- (Rupees Forty Two Lakh Sixty Two Thousand Six Hundred Eighty Seven only)** towards the sale of the Schedule "C" Undivided Share to enable the Purchaser to get constructed the Schedule "C" Apartment by paying the Sale Consideration to the Developer.

3.2 The Purchaser shall in addition to the above sale consideration pay the applicable GST.

3.3 The Purchaser shall be required to pay the Balance Sale Consideration in terms of Annexure VI hereto **(Payment Plan)**.

4 COST OF CONSTRUCTION OF THE SCHEDULE "C" APARTMENT

4.1 The Cost of Construction of the Schedule "C" Apartment hereby agreed to be constructed and delivered is to be paid by the Purchaser to the Developer shall be **'52,76,193/- (Rupees Fifty Two Lakh Seventy Six Thousand One Hundred Ninety Three Only)** as the cost of construction.

4.2 The Purchaser shall in addition to the above sale consideration pay the applicable GST.

4.3 The Purchaser shall be required to pay the balance sale consideration in terms of Annexure VII hereto **(Payment Plan)**.

5 PAYMENT OF BOOKING AMOUNT AND BALANCE OF THE SALE CONSIDERATION & COST OF CONSTRUCTION, THE ADDITIONAL COSTS AND EXPENSES AND THE STATUTORY PAYMENTS

5.1 The Purchaser has agreed to pay /paid a sum of **'1,166,687/- (Rupees Eleven Lakh Sixty Six Thousand Six Hundred Eighty Seven only)** being the Booking Amount for the Schedule "C" Property on the execution of this Agreement to the Developer.

5.2 The Purchaser has assured the Developer that the Purchaser shall pay the balance of the sale consideration, the balance of the cost of construction and the additional Costs, charges and expenses without any delay or default. The payment plan is linked to the percentage completion of each stage of construction as set out in Annexure II. In the event of any acceleration in payment of any stages of construction due to the Developer having completed the stage of construction in advance, the Purchaser shall make such payment which is due on the completion of that stage of construction as per the Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalments is the essence of the contract in view of the Scheme. The Purchaser has assured the Developer that the Balance of the Sale Consideration and the Balance of the Cost of Construction, the Additional Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 30 (thirty) days of the Developer having raised a demand for payment of such instalment based on the activity completion, However, in case, the payment schedule as mentioned in Annexure VI and VII is date based the amount payable is due on that particular date.

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

5.4 The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development.

5.5 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the payment plan and the statutory payments within time and without any delay or default.

Owner

Confirming Party

Developer

Purchaser/s

- 5.6 All payments toward the balance of the sale consideration shall be made either by cheque or demand draft or wire transfer payable in favour of the Developer.
- 5.7 All payments towards the balance of the cost of construction shall be made by cheque or demand draft or wire transfer payable in favour of the Developer.
- 5.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of `1,000/- would be debited to the Purchaser's account. In the event of subsequent dishonour, a sum of `2,000/- would be debited to the Purchaser's account in addition to the bank charges.
- 5.9 The amounts deposited in the Project Account shall be withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification by the Project Architect, the Engineer and the Chartered Accountant based on the percentage completion of the Project as provided in the Act.
- 5.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the First Party shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 5.11 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer within 15 (fifteen) days from the date of deduction.
- 5.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The First Party hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser.
- 5.13 The basic sale value of Land and Construction mentioned in this agreement has been derived based on the GST input credit available to the First Party on Vendor invoices. In case any changes are made by Government restricting the availability of GST input on such Vendor Invoices, the cost escalation due to such restriction of the GST input credit not being available to the First Party will be added to the basic sale value of Land and Construction and the Purchaser hereby agrees to pay such consequential increase in basic sale value of Land and Construction and the applicable taxes thereon.

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

- 6.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plan, on the due dates, for whatsoever reasons, the Purchaser shall become liable to pay Interest on such outstanding amounts, from the due date of payment till realisation by the Developer of such instalment.
- 6.2 Notwithstanding anything stated above, if the Purchaser defaults in payment of the instalments along with Interest for a period beyond 2 (two) consecutive months after having received notice from the Developer, the Developer will be entitled to terminate this Agreement.
- 6.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 (thirty) days of being notified of such breach, the Developer will be entitled to terminate this Agreement as breach by the Purchaser and on such termination the Developer will be entitled to the rights as provided in clause 6.4 below.
- 6.4 In case of termination of this Agreement as mentioned herein above, the Developer shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser after deducting the applicable taxes within 45 (forty-five) days of termination of Agreement after forfeiting the paid/payable Booking Amounts and the Interest liability as per the terms. On such termination, the Developer shall be entitled to deal with the Schedule "C" Property without any further documentations. All amounts paid towards Statutory Payments by the Purchaser to the Developer will not be liable to refund.



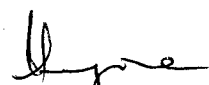
Owner



Confirming Party



Developer



Purchaser/s

- 6.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms as stated above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue **"no dues certificate"** in favour of the Developer and hand over the original of this Agreement that may be deposited by the Purchaser against the Developer paying the amounts to the bank or any financial institution.

7 CONSTRUCTION OF THE SCHEDULE "C" APARTMENT

- 7.1 The Developer shall construct the Schedule "C" Apartment as per the Plan and in accordance with the Specifications set out herein. The Developer shall not make any change to the Schedule "C" Apartment without the consent of the Purchaser.
- 7.2 The Developer shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser (at their cost) or such minor changes or alterations as permitted under the provisions of the Act or directed by any Local Authority.

8 DATE OF DELIVERY OF THE SCHEDULE "C" APARTMENT

- 8.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Developer shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 30 (thirty) days of the Developer furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Schedule "C" Apartment and complete the Sale Deed within 30 (thirty) days of taking possession. In case if the Purchaser fails to take over his/her/their/its Schedule "C" Unit/Apartment within 90 (ninety) days from the date of issue of Final Payment Request Letter ('FPRL'), the Purchaser is liable to pay handling charges of **'20,000/- (Rupees Twenty Thousand Only)** for 2 & 3 BHK and **'25,000/- (Rupees Twenty Five Thousand Only)** for 4 BHK per month till the purchaser takes over the Schedule "C" Unit/Apartment.
- 8.2 The Completion Period shall be extended by such time as the Developer may specify in writing if the development is delayed by any Force Majeure event that is notified or any delay from the statutory authorities in issuing clearances with respect to the project.

9 RIGHT OF THE FIRST PARTY TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT

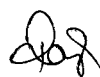
- 9.1 The Purchaser agrees that the Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.
- 9.2 The Purchaser agrees that the Developer will be entitled to free and un- interrupted access, at any point of time in any part of the Schedule "A" Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.
- 9.3 The Purchaser is fully aware that the Developer will be developing the Project and constructing/completing the Blocks, Common Amenities and Facilities of the Project from time to time in phases. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Blocks in phases even if the Purchaser has taken possession of the Schedule "C" Apartment in the Block which is completed and the Developer has secured Occupancy Certificate for that Block.
- 9.4 The Schedule "C" Undivided Share is free of any mortgages, charges, or encumbrances. In the event the First Party takes finance for construction and completion of the Project against the security of the Schedule "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "C" Property.



Owner



Confirming Party



Developer



Purchaser/s

9.5 The Purchaser is fully aware and has understood the Disclosures made pertaining to the Project.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 The First Party acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Undivided Share, and get constructed the Schedule "C" Unit/Apartment from the Developer, taking into consideration the Disclosures made by the First Party under Clause 11 below and based on the representations and warranties set out below (the "**First Party Warranties**"):
- 10.1.1 The Vendors are the absolute owner of the Schedule "C" Undivided Share with exclusive possession of the Schedule "A" Property and no Person other than the Vendors have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "C" Undivided Share;
- 10.1.2 The Schedule "A" Property is not a subject matter of any HUF and that no part thereof is owned by any minor or no minor has any right, title and claim over the Schedule "A" Property;
- 10.1.3 The First Party have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Vendor and Developer;
- 10.1.4 The First Party has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "C" Undivided Share;
- 10.1.5 To the knowledge of the First Party, the Schedule "A" Property 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 Schedule "C" Property;
- 10.1.6 There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Schedule "C" Undivided Share in the manner herein contemplated;
- 10.1.7 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- 10.1.8 The First Party has duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion of the Project;
- 10.1.9 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 First Party in respect of the Schedule "A" Property and/or the Project;
- 10.1.10 The First Party agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring title of the Purchaser to the Schedule "C" Property;
- 10.1.11 The First Party have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 10.1.12 The Developer has obtained insurance related to the development and construction of the Project and shall pay the insurance premiums until the Project is completed;
- 10.1.13 The computation of the Sale Consideration and Cost of Construction of the Schedule "C" Property includes recovery of land cost of the Schedule "C" Undivided Share, construction cost of the Schedule "C" Apartment, the cost of the Common Amenities and Facilities and the Common Areas of the Project;
- 10.1.14 That the First Party will not convey or cause to be conveyed to any purchaser of the Apartment/s in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the First Party and the Purchaser as per this Agreement;



Owner



Confirming Party



Developer



Purchaser/s

- 10.1.15 The First Party are not restricted in any manner whatsoever from selling and constructing the Schedule "C" Property to the Purchaser in the manner contemplated in this Agreement.
- 10.2 The Purchaser acknowledges that the First Party have entered into this Agreement and has agreed to purchase the Schedule "C" Undivided Share, based on the representations and warranties set out below (the **"Purchaser Warranties"**):
- 10.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- 10.2.2 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the First Party to the Schedule "A" property and the Developer's right to develop Schedule "A" Property, has entered into this Agreement;
- 10.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the First Party as detailed in clause 11 below and after understanding the same, the Purchaser has entered into this Agreement.

11 DISCLOSURES

The Purchaser acknowledges and confirms that the First Party have fully disclosed to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the First Party to undertake every action as per Disclosures.

- 11.1 The Land Area of the property as per the documents is 23 Acres 35.50 Guntas and 38 Guntas of Kharab. However the physical area available for the development is 23 Acres 24.75 Guntas or 95,580.35 Sqm. The said 38 Guntas of Kharab are reflected in the Plan sanction and it is not considered in the area calculation of the development.
- 11.2 The Owner shall get this Kharab land of 38 Guntas regularized and converted in future. The Owner and the Developer shall be entitled to utilize this area for any commercial or residential purposes in future as they deem fit, either as a separate development or as an integrated part of the development in the Schedule "A" Property. The occupants/owners in the development of this land shall also be entitled to use the common amenities and facilities of the project, including and not limited to the Club House and Swimming Pool. The Purchaser has no objection to the owner/Developer putting of such construction on this land, and shall not claim any right, title or interest in this area/future development.
- 11.3 The First Party has informed and the Purchaser is aware that as per the scheme of development and sanction of plan, they have relinquished an extent of 9,561.73 sqm. towards Parks and Open Space and an extent of 3,878.35 sqm. towards Road Widening to Bangalore Development Authority vide Relinquishment Deed bearing Doc. No BDA-1-00960/2018-19, Book-1, Stored in BDAD237 dt. 29.05.2018, registered in the office of the Additional District Registrar, Bangalore Urban District, Bengaluru.
- 11.4 Any TDR obtained for relinquishment of the area for Road widening will belong to the First Party.
- 11.5 The First Party has earmarked an extent of 4,780.86 sqm. in the Schedule "A" Property as Civic Amenities site, and the Developer shall be utilizing this CA Site's for the purpose of the construction of a Clubhouse for the common usage and benefit of all the apartment owners of **"SOBHA ROYAL PAVILION"**. The proportionate undivided share in land of the civic amenities site is considered/included in the calculation of the Undivided Share in Land to the respective Apartment/Unit owners.
- 11.6 An extent of 3,002 sqm is earmarked for sub-station. This area will be conveyed/Gifted/relinquished to the authorities are required at the time of the erection of the sub-station. In the event of the land required for such sub-station is less than this extent of 3,002 sqm, such excess land will belong to the First Party and the First Party shall be entitled to use such excess land as deemed fit by them.
- 11.7 That, the undivided share that would be conveyed to the Purchaser at the time of the execution of the Sale Deed would be based on the calculation of the utilisation and the consumption of the FAR for the Project and the area of the Civic Amenities site after deducting the areas relinquished for

Owner

Confirming Party

Developer

Purchaser/s

Parks and open spaces, road widening and the area of the sub-station to be relinquished to the authority.

- 11.8 The common amenities and facilities and the common areas are to be maintained by all the Owners of the Project in common irrespective of the location of such common area and the common amenities and facilities in the project.
- 11.9 That, the sale of the undivided share would only be for enabling the Purchaser to construct and own the Schedule "C" Apartment and not for any other purpose. Purchaser has agreed that on the Developer being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the Apartment that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed;
- 11.10 That, the Apartments can be used in terms of the rules and regulations formulated by the Developer and/or the Association of Owners as well as the terms set out in the Association Agreement executed with the Association and the operator of the Common Areas of the Project and the Common Amenities and Facilities of the Project.
- 11.11 That, the First Party will be forming an Association of Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Karnataka Apartment Ownership Act, 1972 pertaining to the Project and a Deed of Declaration as may be executed by the First Party.
- 11.12 That, the Developer will avail financial facility from the financial Institution/Bank. In view thereof, the Developer has deposited the documents of title, evidences, deeds and writings in respect of the land with the financial Institution/Bank. The financial Institution/Bank will provide its no-objection to the Purchaser to proceed with getting Home loan finance from a Home Loan Finance company if so required.
- 11.13 The First Party have informed the Purchaser and the Purchaser is fully aware and has agreed that the Apartments can be used only for residential purpose and in terms of the rules and regulation formulated by the Developer and or the Association of Owners.
- 11.14 The Purchaser is aware and has also agreed that the Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Area to the other Apartment owners. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.
- 11.15 The Purchaser confirms that, they have understood the scheme of development and the Purchaser has physically verified the project site and is fully aware about the surrounding areas and neighbourhood of the project. Further, the Vendors and the Developer informs the Purchaser that, they have no control over the locality or the development of the surrounding areas /adjoining properties of the project that may exist or take place in future whatsoever.

12 CONVEYANCE AND DELAY IN TAKING CONVEYANCE

- 12.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance on the Developer having informed the Purchaser that the Developer is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.
- 12.2 Consequent upon the Developer informing that the Schedule "C" Apartment is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 60 (sixty) days of such intimation, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule "C" Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in clause 6, shall become applicable and the Developer will be entitled to enforce any of its rights thereunder.
- 12.3 The Purchaser shall also be liable to pay the power charges from the date of the completion of the project, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is

Owner

Confirming Party

Developer

Purchaser/s

required to pay under this Agreement even if the possession and conveyance not taken, and the Developer has not terminated this Agreement.

- 12.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms agreed between the parties.
- 12.5 The Purchaser shall also bear the legal costs associated with the preparation, finalization, completion, and execution of the documentation (including this Agreement, Sale Deed etc.)

13 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE FIRST PARTY AS FOLLOWS

- 13.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule "C" Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.
- 13.2 To get the Schedule "C" Apartment, constructed by the Developer, and shall have no right to construct or to require the Schedule "C" Apartment to be constructed through any Person other than the Developer.
- 13.3 Not to seek partition or division or separate possession of the Schedule "C" Undivided Share, not to object to the construction of other structures on the Project by the Developer including residences for sale to other purchasers and not to question or challenge the sale price agreed between the Developer and the purchasers of the rest of the undivided interests in the Project. This covenant shall run along with the land comprised in the Schedule "B" hereto.
- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule "A" Property belonging to the First Party. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, specifications of the Project and the Scheme of development and the right of the Developer to develop the Project and the Disclosures. The Purchaser, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and the Scheme of development of the Project, the rights of the Developer and the Disclosures made by the First Party has entered into this Agreement.
- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule "C" Apartment, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "C" Apartment at his/her own cost and expenses.
- 13.6 That the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Apartments in the Project for any reason whatsoever.
- 13.7 That the Purchaser is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed from time to time and all of which shall be completed within the Completion Period. The non-completion of the Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Purchaser to claim any damages on the First Party.
- 13.8 The Purchaser and other owners of the apartments undertake to join the Association formed by the First Party. The Purchaser along with the Sale Deed will also execute Form B as provided in the Karnataka Apartment Ownership Act, 1972
- 13.9 That the Purchaser and the Association/sub-committee shall take over the maintenance of the Project in terms of this Agreement.
- 13.10 That after the Project is handed over to the Owners Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall

Owner

Confirming Party

Developer

Purchaser/s

ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

- 13.11 After the maintenance of the building is handed over to the Association, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.
- 13.12 Statutory Payments for the development of the Schedule "C" Property further to this Agreement which are not levied at the moment, but after the Schedule "C" Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the First Party of any instances of taxes on this Agreement, accruing in future.
- 13.13 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D" in the enjoyment of the Schedule "C" Unit/Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "C" Unit/Apartment being complete and handover.
- 13.14 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule "A" Property including the development and construction of the Project in which the Schedule "C" Unit/Apartment is located.
- 13.15 That though the Purchaser's rights under this Agreement are confined to the Schedule "C" Unit/Apartment of the Project, the Purchaser shall not have any right in any other part of the Project and the Schedule "A" Property.
- 13.16 Further the Developer reserves the right to allot for consideration, exclusive car parking rights at the basement/ground floor level and also surface parking in the limited common areas if any, on the spaces left open after construction of the Apartment Buildings/ Blocks and Wings to the Purchaser or to the other owners, who specifically apply for the same and who have been allotted such space by the Developer and the Purchaser shall not have any right to object to such allotment, the Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/unallotted car parking shall belong to Developer, and the Developer shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion. The Developer shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made.
- 13.17 The additional un-allotted car parking areas from and out of limited common areas to the exclusion of the others in the residential block shall vest with the Developer; such un-allotted car parking in the limited common area will be allotted to the prospective Purchaser who are in need of such additional car parking space. The Developer reserves the right to allot such additional car park under the category limited common area and will be allotted to such prospective purchasers for orderly allotment of the car parking either in the basement or any other level and can recover the cost of construction for such additional car parking area allotted to the prospective Purchasers.
- 13.18 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, **"SOBHA ROYAL PAVILION"**, it being acknowledged that neither the Purchaser nor other owners of residences within the Project have any right to seek such change. The Developer will be entitled to make the change in the name.
- 13.19 On inspection during the progress of works of the Schedule "C" Units/Apartment, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule "A" Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.20 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "C" Unit/Apartment to the Purchaser by the Developer. The First Party does not owe any responsibility for any breakages damages caused to any of the finishing works or to the structure



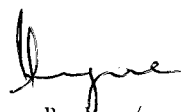
Owner



Confirming Party



Developer



Purchaser/s

already handed over to the Purchaser. The First Party is not answerable to any thefts during the course of the interior works.

- 13.21 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Developer to terminate this Agreement and in which case the consequences of termination under Clause 6 would follow immediately.
- 13.22 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project nor place any heavy material in the Common Areas being passages or staircase of the Project/Block in which the Schedule "C" Unit/Apartment is located.
- 13.23 The Purchaser shall be solely responsible to keep the Schedule "C" Unit/Apartment at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 13.24 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue up-to the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.25 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Developer on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on a Project wide basis, these shall be prorated based on the measurement of the Schedule "C" Unit/Apartment and shall be payable by the Purchaser within a period of 30 (thirty) days of a demand being made by the Developer in this behalf.
- 13.26 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development/construction approvals of the Project.
- 13.27 The Purchaser agrees and covenants that the First Party shall not be liable for any representations/commitments/details/information provided by the real estate agent / broker / channel partner, of whatsoever nature, not stated in this Agreement or as provide by the First Party.
- 13.28 The Purchaser agrees that the First Party shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

14 NATURE OF RIGHT OF USAGE

- 14.1 It is agreed that the Unit/Apartment shall be used only for residence purpose.
- 14.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 14.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.
- 14.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchasers for rendering maintenance services.
- 14.5 The private terrace areas/garden/swimming pool specifically allotted to the individual Purchaser/s is for their exclusive use and enjoyment and such Purchaser/s shall not have the right to put up any permanent/temporary construction in the terrace/garden/swimming pool or enclose the same or use/convert it for any commercial purposes.
- 14.6 The Purchaser, if allotted with an Apartment attached with a swimming pool shall bear the recurring cost of the water supply and Electricity for the Swimming Pool attached to the respective units as per their usage metered by through a separate meter, and pay such charges regularly without fail to the Developer till the same is maintained by them and to the Association or any other maintenance




Owner



Confirming Party



Developer





Purchaser/s

agency after the building is handed over to the Association. They shall also maintain the swimming pool in a prudent manner and shall ensure to keep the same in good and working condition, so as not to affect the other occupants in the Schedule "B" Property or its integrated development.

- 14.7 It is agreed that the buildings to be constructed in Schedule "A" Property in which Schedule "C" Apartment is situated shall be held by all the apartment owners owning apartment in the said building, 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 Developer.
- 14.8 The Developer have the right to demarcate garden areas, terrace areas, private swimming pool, Parking Areas in the Basement and as restricted limited common areas out of the available common areas and to allot these areas to specific apartment for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted common areas. The Purchaser if not the allottee of such area shall not in any manner, object to or obstruct the use of these exclusive areas.
- 14.9 The parking space specifically allotted to Purchasers in the limited common area is for their exclusive use and enjoyment and such purchasers shall not have the right to put up any construction in parking space or enclose the same or use/convert it for any purpose other than using it for car parking.
- 14.10 The private garden in the ground floor and other floors are the exclusive use and enjoyment of the Purchasers who have specifically acquired the same and as may be provided in their respective agreement to sell and he/she/they shall not have the right to put up any construction or enclose the same or alter the nature of use thereof.
- 14.11 The private terrace areas specifically allotted to individual Purchasers is for their exclusive use and enjoyment and such Purchasers shall not have the right to put up any construction in the terrace or enclose the same or use/convert it for any commercial purposes.
- 14.12 The private swimming Pool specifically allotted to individual Purchasers is for their exclusive use and enjoyment and as may be provided in their respective agreement to sell and such Purchasers shall not have right to put up any construction or enclose the same or alter the nature of use thereof.
- 14.13 The Project is provided with Swimming pools, Clubhouse, other amenities and facilities spread across the entire project with some of the facilities in the residential blocks, these facilities and amenities shall be common to whole of "SOBHA ROYAL PAVILION". The purchaser/s or occupants in any of the blocks/wings will not object to the use of these amenities by the purchasers and occupants of the other blocks at any point of time.
- 14.14 The Purchaser/s agree/s to own and enjoy the Schedule "B" Property to be sold and the Schedule "C" Apartment to be built in common with other owners or purchasers of undivided shares and title in Schedule "A" Property and shall be entitled to all those Rights stated in Schedule "D" herein and the Purchaser/s will comply and adhere to the restrictions and obligations imposed on the Purchasers as detailed in Schedule "E" herein. The rights and obligations imposed as detailed in Schedules "D" and "E" hereunder are common to all apartment owners, the Developer will be entitled to confer additional benefits and rights or impose additional restrictions and obligations to specific purchasers at their discretion.
- 14.15 The specific and general rights arising out of this Agreement and the Construction Agreement in favour of the Purchaser/s are confined only with respect to the Schedule "C" Property and Purchaser/s shall not be entitled to claim any right, interest, or title of whatsoever nature in respect of rest of the lands in Schedule "A" Property. The Developer is free and entitled to carry on any development activities on the said portions of land at any time as they deem fit and the Purchasers of the Schedule "B" Property will not have any right to object against such development or claim any interest therein. The Developer s however have reserved the right of usage of roads and passages and facilities in the Schedule "A" Property in perpetuity for purposes of supporting the development in "SOBHA ROYAL PAVILION" and maintenance services in Schedule "A" Property and this right shall be in the nature of an easement which runs with the Schedule "A" Property and the sale of the Schedule "B" Property is subject to such right at all times.
- 14.16 The Purchaser/s further covenant/s to use and enjoy the common areas and amenities such as roads, garden areas, terrace areas not specifically allotted to any apartment owners, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., in Schedule "A" Property in common with other owners and other occupants of


Owner


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Developer


Purchaser/s

Schedule "A" Property. The Purchaser/s shall not place objects/things/articles which hinder free use of any common areas and amenities. The Purchaser/s shall not use common areas, roads, open spaces in **"SOBHA ROYAL PAVILION"** for dumping materials/debris etc.

- 14.17 The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Developer for the maintenance of all common areas and facilities either for the entire development in Schedule "A" Property and/or with respect to **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**.
- 14.18 The Purchaser is aware that there would be a Common Clubhouse, Swimming Pools with all the amenities and facilities attached to it for the entire development in **"SOBHA ROYAL PAVILION"**.
- 14.19 The Purchaser/s shall not have any right to question the use and enjoyment of the roads and passages and other amenities and facilities in Schedule "A" Property by the Developer and /or their transferees and/or persons authorized by the Developer. The Purchaser shall not have any objections whatsoever for the Developer using the said roads as access roads for any future development adjoining the Schedule "A" Property.

15 LIMITED COMMON AMENITIES AND FACILITIES

- 15.1 There would be multiple Blocks/Wings on the Schedule "A" Property, with its exclusive common areas, and amenities. The owners of units/apartments their respective Blocks/Wings shall not be entitled to any such common areas of other Blocks/Wings in the composite development on the Schedule "A" Property, which are directly attributable to such each of such Block/Wings.
- 15.2 All the Purchasers in **"SOBHA ROYAL PAVILION"** as a composite development shall be entitled to the use of Roads and Pathways to access the parks and open space and the civic amenity sites in the Project and they shall not be entitled to use the restrictive common amenities of other Blocks/Wings other than what is specified in their respective Blocks/Wings.
- 15.3 The expenses for all the common amenities such as common roads, common passages, clubhouse and its facilities, swimming pool, STP, OWC, DGs, solar lighting, security, gardens and parks, WTP's, Fire Fighting System which are attributable for their Blocks and Wings as well for the Common Amenities and Areas of the composite development in **"SOBHA ROYAL PAVILION"** and other common facilities, shall be borne by the Purchaser proportionately with the other owners in the composite development of the Project as defined by the Association.
- 15.4 The Project is provided with Swimming Pools, Clubhouse, and other amenities and facilities spread across the entire project with some of the facilities in the residential blocks, these facilities and amenities shall be common to whole of the Project. The purchaser/s or occupants in any of the blocks/wings will not object to the use of these amenities by the purchasers and occupants of the other blocks at any point of time.

16 COMMON ACCESS ROADS

- 16.1 The First Party reserves easement rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule "A" Property and it is a restrictive covenant of a perpetual easementary right, which runs with the Schedule "A" Property and is irrevocable under any circumstances.

17 RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE

- 17.1 In the event of damage or destruction of the Project or any portions thereof for what so ever reason it may be, other than Structural Defects, where such damage or destruction occurs after the completion of the Project, all Residence Owners in the Project shall have the right to repair or rebuild the Project and the units/Apartments. Subject to Applicable Law, the repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.
- 17.2 All the Residence Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any

Owner

Confirming Party

Developer

Purchaser/s

insurance that may be obtained by the Association for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

18 ASSIGNMENT

- 18.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 18.2.
- 18.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of **1 (one) year** from the booking date or date of payment of 30% of the consideration under this Agreement, whichever is earlier.
- 18.3 Any assignment shall be done only by way of written agreement between the First Party and the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of ` **200/- (Rupees Two Hundred Only)** per square foot. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.


19 CLUB AND MEMBERSHIP OF THE CLUB

- 19.1 The Developer shall construct a Clubhouse and Swimming Pool on the Civic Amenities Site.
- 19.2 The Clubhouse and Swimming Pools with its facilities and amenities would be developed by the Developer in a phased manner.
- 19.3 The Purchaser shall pay the Clubhouse, maintenance and subscription charges as fixed by the Developer of Association. Charges as fixed by the Developer.
- 19.4 The Purchaser shall be bound by the rules, regulations and bye-laws framed by the association for using the Clubhouse and other amenities and facilities.
- 19.5 The Clubhouse and Swimming Pools shall be common to all the Purchasers of unit/apartment in the Schedule "A" Property. The Owner/occupants in the development of 38 Guntas of kharab land which the owner is entitled to get regularised and develop in future shall also be entitled to use the clubhouse, Swimming Pools and other amenities and facilities in the Schedule "A" Property.
- 19.6 The Purchasers of unit/apartment in the completed phases, alone shall be liable to pay and bear the maintenance charges in its entirety of such completed phase of Clubhouse, Swimming Pool and its amenities till the completion of the development of other phases in the Schedule "A" Property.
- 19.7 The Clubhouse and Swimming Pool constructed in phases with its amenities and facilities shall become common for all such completed phases of development in the Schedule "A" Property. The Purchasers of the units/apartments in the already completed phases will also be entitled to use such completed Clubhouse and Swimming Pool and its amenities which shall become common to all the completed phases. The maintenance charges for these completed Clubhouses and Swimming Pools shall be borne proportionately by the Purchasers in the respective completed phases of development.
- 19.8 Upon the project being declared as complete by the Developer on the Schedule "A" Property, the Clubhouse and Swimming Pool would become common to the entire development in the Schedule "A" Property. The Purchaser shall thereafter bear the maintenance charges of these common Clubhouses and Swimming Pools in the composite development of Schedule "A" Property, proportionately with the other Purchasers of apartment in the Schedule "A" Property.
- 19.9 The Purchaser shall pay the subscription maintenance and other outgoings of the said Clubhouses and its amenities as demanded by the Association. In addition to the above rules, the Purchaser has agreed to follow the following terms;
- 19.9.1. That the Purchaser shall abide the rules and regulations laid down by the association. The Purchaser acknowledges and agrees that it has a continuing obligation to contribute towards the subscription and Maintenance charges that may be fixed by the association.
- 19.9.2. The Clubhouse and Facility is available to the Purchaser as long as the Purchaser is the owner of the Schedule "C" Unit/Apartment. In the event of the sale or transfer of the Schedule "C"


Owner


Confirming Party


Developer


Purchaser/s

Apartment by the Purchaser in any manner whatsoever, the transferee shall become entitled to the membership of the said Clubhouse and Facility and the Purchaser herein shall no longer being the member of the Clubhouse and Facility.

- 19.10 Apart from the rules and regulations that would be formulated by the Developer and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:
- 19.10.1. In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Unit/Apartment would be entitled to use the said Club on payment of the usage charges.
- 19.10.2. In the event the Schedule "C" unit/Apartment is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of the charges.
- 19.10.3. In the event of inheritance, the person inheriting and occupying the Schedule "C" Unit/Apartment shall be entitled to membership of the said Club on payment charges as fixed by the Association.
- 19.10.4. In the event of there being any co-owner of Schedule "C" Unit/Apartment such co-owners occupying the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.
- 19.10.5. In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Unit/Apartment will be entitled to the use of the said Club on payment of the charges as fixed by the Association.

20 TAXES AND FEES

- 20.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "C" Unit/Apartment. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "C" Unit/Apartment.
- 20.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property and or the Schedule "C" Property or the Project by the Developer for the period after grant of occupation certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "C" Apartment, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 30 (thirty) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.
- 20.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "C" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

21 ASSOCIATION OF OWNERS

- 21.1 The Association of Owners shall be formed by the First Party, as per the relevant provisions of law. The Purchasers are made aware that the Developer shall be entitled to form multiple association/s, committees depending upon the phases of development undertaken by them from time to time committees/Associations/Sub-Associations for each of the separate developments/blocks in the Schedule "A" Property. The respective committees, in co-operation with each other, through their Apex Association shall maintain the common roads, Clubhouse with all its amenities and facilities, and also other amenities which are commonly attributable to the entire development in Composite Property. The respective committees will maintain their respective Blocks/Wings with the respective amenities and facilities at their own cost and that neither of them will probe into the affairs of the other Association. The respective Committees shall also ensure periodical inspection of all such equipment's and facilities are made by them so as to ensure proper functioning of such equipment's. That all the Committees together shall form an Apex Body/Associations to maintain the common amenities of the Composite Property. Such Apex Body/Association shall be formed by having representation from each of the committees as decided between them from time to time.

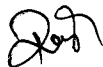
Owner


Confirming Party

Developer


Purchaser/s

- 21.2 On and from the Sale Date, the Purchaser and the use by the Purchaser of the Schedule "C" Apartment, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the , Deed of Declaration that would be executed by the First Party and later by the Association of Owners from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to use the Schedule "C" Apartment, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "C" Apartment or the mere act of occupancy of the Schedule "C" Apartment, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.
- 21.3 The Purchaser shall become member of the "Apartment Owners Association" by executing the Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the part of the Schedule "A" Property and accordingly, the Purchaser has also executed the Form B under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.
- 21.4 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for maintaining the Common Areas of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the Common Amenities and Facilities in the Project as a composite Project.
- 22 MAINTENANCE OF THE SCHEDULE "C" UNIT/APARTMENT AND THE COMMON AREAS AND AMENITIES AND MAINTENANCE DEPOSIT**
- 22.1 The Second Party shall pay Maintenance deposit of **'400,000/-** per apartment as demanded in the Final Request Payment Letter The said deposit will be retained by the Developer and the interest at the rate prevailing from time to time of a standard Nationalized Bank will be considered as interest earned on the maintenance deposit and utilized for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The interest on this deposit will commence from the date of the commencement of warranty or maintenance of the Project/Block/Wing whichever is earlier. In case the interest accrued is inadequate, Incase, these payments are not paid to the Developer, the Developer shall have the right to adjust such deficit from and out of the Maintenance Deposit to recover the maintenance dues. The maintenance shall mean and include the maintenance of Clubhouse, Swimming Pool and common amenities such as pathways, children play area etc., common areas, common facilities which are part of the phase and the composite project **"SOBHA ROYAL PAVILION"** expenses for maintenance such as;
- 22.1.1. Expenses for maintenance of lifts, pumps sets, generators, solar systems, etc., and other machinery, sanitary and electrical connections in the apartment building including the cost of AMC's for these equipments.
- 22.1.2. Expenses incurred to carry out any additional work or renewal of licenses required by the statutory authorities during the maintenance period (e.g. Electrical inspection, lift, KSPCB inspection etc.,).
- 22.1.3. Any Common expenses related to Centrax facility through a preferred service provider.
- 22.1.4. Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, BWSSB water pipeline etc.,).
- 22.1.5. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in common areas of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the composite development **"SOBHA ROYAL PAVILION"**.
- 22.1.6. Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, drive way and open places.
- 22.1.7. Expenses for maintenance of the buildings and the land surrounding thereto and colour washing of common areas, maintenance of internal driveways within the premises of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the composite development of the Project.


Owner


Confirming Party


Developer


Purchaser/s

- 22.1.8. Expenses incurred in the maintenance of Landscape, Gardens, Pots and other plants within the premises of the Project
- 22.1.9. Salaries and wages payable to the Property Manager, Security Guards, lifts operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also the facility maintenance service charges.
- 22.2 Such other expenses which are common in nature and not attributable to any unit in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as Common Roads, Common Passages Gymnasium and Common Swimming Pool, STP, OWC, Solar Lighting, Gardens and Parks, WTP's, Fire Fighting System, Rain water Harvesting systems and any other common amenities and facilities etc., of the Project or in the integrated development shall be borne by the Second Party proportionately with the other owners.
- 22.3 That the Second Party shall also pay subscription, maintenance and administrative charges of the Clubhouse and its amenities as demanded by the Developer or the Association either on monthly or on annual basis. The Second Party shall not at any time claim individual ownership on the Clubhouse and Swimming Pool.
- 22.4 The Purchaser shall, from the date the Schedule "C" Apartment being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the composite project as determined by the Developer and no circumstances be liable for the same.
- 22.5 The Purchaser is liable to pay the proportionate share of cost on all maintenance required for the Building and other general expenses such as insurance, municipal taxes or expenses, cess, electrical and water taxes and all other maintenance charges of the common areas in the project either to the Developer or Association from the date of the execution of this Agreement or from the date, the Maintenance is declared by the Developer whichever is later.
- 22.6 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "C" Apartment apart from the rules and regulations of the Association.
- 22.7 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "C" Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 22.8 The Developer or the agency appointed by the Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the Apartments. The Purchaser and other owners of the Apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from date of grant of occupation certificate to the Project and all its Blocks.
- 22.9 The Developer will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act. On completion of the said period, project will be handed over to the residents Association/s along with all relevant documents. The schedule for the refund of corpus will be intimated to the concerned Association/s on completion of the said period.

23 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 23.1 The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same.



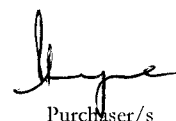
Owner



Confirming Party



Developer



Purchaser/s

- 23.2 In the event of violation of the Developer's intellectual property rights by the Purchaser in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

24 PAYMENT OF ELECTRICITY & WATER CHARGES

- 24.1 The Purchaser is aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM / other government authorities. In case, the water supply from the BWSSB is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers.
- 24.2 Similarly, the Developer shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Developer shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Developer shall provide the Power supply to the Schedule "C" Unit/Apartment and the common areas through generating sets (DG). The Purchaser agrees to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Purchaser shall also accept reduced load in power, if any due to the above.
- 24.3 The Developer shall make provisions for supply of water through existing Bore wells dug in the Project, provided there is no restriction from the Government. In case sufficient water is not available from the bore well then the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Purchaser undertakes to pay for the same.
- 24.4 The Schedule "C" Unit/Apartment will be provided with electricity supply and water supply. The said supply/supplies are from the government agencies, the Purchaser shall pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Schedule "C" Unit/Apartment is occupied by the Purchaser and/or their tenants/permitted persons or not, the Purchaser/Owner/Occupant shall be liable to pay the Developer the minimum charges stipulated by them for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule "C" Unit/Apartment and will be restored on payment of all the arrears with interest claimed, if any.
- 24.5 Since no infrastructure development has been undertaken by BWSSB in the vicinity of this project, the infrastructure development charges have not been included in the payment Annexure/schedule. It will be the responsibility of the Owners' Association to collect these charges from the unit owners as and when the same is demanded by BWSSB for obtaining the BWSSB connection.
- 24.6 The Developer agree to provide DG back-up/stand-by power for the lift, pumps, light in common areas and with limit switch to the Schedule "C" Unit/Apartment. They may at their discretion provide electricity to the Schedule "C" Unit/Apartment building from the said captive power source. The Purchaser shall pay the consumption charges as per the meter reading.
- 24.7 The Developer is not responsible for the quality of power supply from BESCOM and the quality of water supply as aforesaid.
- 24.8 Electricity Consumption Deposit :
- a) Temporary power will be provided by the First Party/Developer to the apartments and the common areas till such time the permanent power is commissioned by BESCOM. The Second Party/Purchaser shall pay the consumption charges for the usage of power for Schedule C unit/apartment and common areas till permanent power is commissioned. The Second Party/Purchaser shall pay an Electricity Consumption Deposit of **Rs. 27,000/- Rupees (Twenty Seven Thousand Only)** for the said Schedule C unit/apartment being the average consumption charges of 18 months per unit/apartment which will be collected along with the FPRL (Final payment request letter), to cater to the expenses towards providing temporary power by the First Party/Developer till permanent power supply is provided by BESCOM. This electricity consumption deposit is worked out based on the average monthly consumption actually utilized in



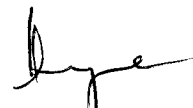
Owner



Confirming Party



Developer



Purchaser/s

various types of units of completed projects. The consumption charges towards the common area will be adjusted from the maintenance corpus.

b) Once the permanent power supply is commissioned and meters are fixed by BESCOM, the average billing of the unit for a period of 3 months will be considered to calculate the consumption charges for the period temporary power is provided to the Second Party/Purchaser (from the date of handover till the date of commissioning of Permanent power supply) and the said charges will be adjusted from the advance electricity consumption deposit paid by the Second Party/Purchaser. In case the actual consumption charges is more than the deposit made, the difference amount shall be paid by the Purchaser within 10 days from the date of notice to the said effect from the First Party/Developer and in the event the Second Party/Purchaser fails to make such payment, the First Party/Developer shall be entitled to deduct the same from the maintenance deposit paid by the Second Party/Purchaser. In case there is an excess amount left after the adjustment of consumption charges, the balance of electricity consumption deposit will be refunded to the Second Party/Purchaser by the First Party/ Developer. In case the meters are not fixed during the period of 18 months, the purchasers are liable to pay for their bills on monthly basis in the manner stated herein, till the meters are fixed by BESCOM.

25 DEFECT LIABILITY PERIOD

- 25.1 In the event of any Structural defects, being informed by the Purchaser in writing within the period of **5 (five) years** from the date of the Occupancy Certificate having been issued. The Developer will attend to the same within 30 (thirty) days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.
- 25.2 If within a period of 5 (five) years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Developer any Structural Defect/s in the Unit or the building in which the Unit is located. But shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Purchaser/Occupants, vagaries of nature, superficial cracks, etc. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 (five) years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.
- 25.3 Provided however notwithstanding anything stated herein, it is agreed between the parties that:
- 25.3.1 The Purchaser of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit /wing/building/phase and in specific the structure of the said Unit/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Developer shall automatically become void and stand extinguished.
- 25.3.2 That it shall be incumbent upon the Purchaser to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly ensuring taking care of the Unit to prevent water seepage, etc.
- 25.3.3 Where the manufacture warranty as shown by the Developer to the Purchaser expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Purchaser and/or Association of Purchaser the Developer shall not be responsible for any repairs/defects occurring due to the same.
- 25.3.4 In case of use inappropriate cleaning materials or any other material, the Developer will not be responsible for any deterioration of the materials in the Unit/Common Areas.
- 25.3.5 If any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or the Purchaser/s agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural

Owner

Confirming Party

Developer

Purchaser/s

framework, putting excess or heavy load or using the Schedule "C" Apartment other than for its intended purpose or such other reasons attributable to the Purchaser, then the Developer-cum-Developer shall not be liable for the same

- 25.3.6 Normal wear and tear of materials due to weather effect or usage or non-occupation of the unit for long durations, the Developer will not be responsible;
- 25.4 In carrying out the repairs of any Structural Defects:
- 25.4.1. The Developer reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and aesthetics of the unit.
- 25.4.2. The Developer state that many of the materials procured from factories/ First Party are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the Developer, they may not be the same as shown in the model unit/samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Purchaser are informed to expect variations within natural/ permissible limits.
- 25.4.3. The Developer will ensure that the workmanship of all works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreements and as per the sanction plans.
- 25.4.4. That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the First Party/manufacturers, wherever applicable, that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common Amenities & Facilities of the Project wherever applicable.
- 25.4.5. That the Purchaser has/have been made aware and that the Purchaser expressly agree/s that the regular wear and tear of the unit/wing/building/phases includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

26 KHATA TRANSFER

The Purchaser/s are entitled to secure khata of Schedule "B" and "C" Property/ies at his/her/their cost and expenses from the Statutory Authority and the First Party shall sign all the necessary consent letters to secure the khata.

27 TERMINATION BY PURCHASER

- 27.1 In the event of (i) there being any delay in securing the Occupancy Certificate by the Developer, beyond the Completion Period, for reasons other than Force Majeure or any delay from the statutory authorities in issuing clearances with respect to the project (ii) due to discontinuance of the business of the Developer on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:
- 27.2 Continue with the Agreement, in which event the Developer shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Developer; or
- 27.3 Terminate this Agreement and on such termination the Developer shall refund the balance amount after deducting the applicable taxes within 45 (forty-five) days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. On such termination notice being issued by the Purchaser, the Developer will be entitled to deal with the Schedule "C" Property without any reference to the Purchaser.
- 27.4 The Developer will be entitled to extension of time for completion of the Project, if the development is delayed by any Force Majeure event and notified.




Owner



Confirming Party



Developer



Purchaser/s

- 27.5 If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Developer of its intent to terminate in writing with acknowledgement and this Agreement shall stand terminated without any requirement of any further documentation. The letter of termination shall serve as the termination document for this clause and the Purchaser shall hand over the originals of this Agreement to process the payment under this clause. On such notification by the Purchaser, the Developer shall be entitled to forfeit the Booking Amount payable/paid for the Schedule "C" Property and any Interest due and the remaining balance amount of money paid by the Purchaser, if any, shall be refunded by the Developer to the Purchaser within 45 (forty-five) days of sale of the Schedule "C" Property to any third Person

28 NOTICES

After execution of this Agreement, any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

- (a) In the case of notices and other communications to the **First Party**:

Address : "SOBHA" Sarjapur-Marthahalli Outer Ring Road (ORR),
Devarabeesanahalli, Bellandur Post, Bengaluru – 560103.
Attention : CRM Team, Sobha Limited
Telephone : +91-80-49320000
Email : crm.royalpavilion1011@sobha.com

- (b) In the case of notices and other communications to the **Purchasers**:

Address : # 197 3rd Avenue 3rd Main, Teacher Colony Koramangala.
Bangalore, Karnataka-540036
Attention : Mrs. Regina Hoseph D R
Telephone : 9886204044
Email : RRGJOSEPH@GMAIL.COM

- (c) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.
- (d) Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 15 (fifteen) days prior written notice.

29 MISCELLANEOUS

- (a) **Reservation of rights**

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

- (b) **Severability**

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

Owner

Confirming Party

Developer

Purchaser/s

(c) **Amendment**

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

(d) **Counterparts**

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

(e) **Indulgence**

The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this agreement the same shall not be construed as a waiver of rights on the part of the party showing such indulgence or forbearance and the parties shall be entitled to enforce such right without prejudice to such indulgence or forbearance shown.

(f) **Complete agreement**

The parties acknowledge that this agreement is the complete agreement between the parties.

(g) **Entirety**

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

(h) **Stamp Duty, Registration Charges etc.**

- (i) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto.
- (ii) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The First Party shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the First Party to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the First Party is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Karnataka Stamp Act, 1957 including any actions taken or deficiencies/penalties imposed by the Authority.

(i) **Dispute Resolution**

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

(j) **Governing law and Jurisdiction**

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

(k) **Custody**

This Agreement is prepared in two sets. One set shall be with the Developer and the other set shall be with the Purchaser.

Owner

Confirming Party

Developer

Purchaser/s

SCHEDULE "A" PROPERTY

Composite property

(The Property on which "SOBHA ROYAL PAVILION" is being constructed)

All that piece and parcel of the converted land bearing Sy. Nos. 59/2, 59/3, 60/2, 61, 54/3, 58/2, 58/3, 59/5, 55/2, 55/1, 58/1, 59/4, 63/1 all situated at Hadosiddapura and Sy.no. 31/1 situated at Chikkannelli Village, Varthur Hobli, Bengaluru East Taluk, presently bearing Village Panchayath E -Khata Nos. 150200402300320471, 150200402300320472, 150200402300320474, 150200402300320459, 150200402300320457, 150200402300320473, 150200402300320496, 150200402300320504, 150200402300320469, 150200402300320481, 150200402300320480, 150200402300320489, 150200402300320482, 150200402300320479, 150200402300320493, 150200402300320495, 150200402300320476, 150200402300320475, 150200402300320458, 150200402300320491, 150200402300320492, 150200402300320486, 150200402300320464, 150200402300320456, 150200402300320454, 150200402300320453 and 150200402300220283 totally measuring about 23 Acres 35.50 Guntas (excluding 38 Guntas of Kharab land) and physically measuring 23 Acres 24.75 Guntas or 95,580.35 sqm bounded by:

EAST BY : Sy. No. 95 & 76;
 WEST BY : Sy. No. 54/2, 54/4 & 63/1;
 NORTH BY : Sy. No. 31/1 & 56;
 SOUTH BY : Sy. No. 63/8 & 62.

Out of the above extent, an extent of 9,561.73 sqm and 3,878.35 sqm are relinquished for Parks, Open spaces & Road widening respectively and 3,002 sqm to be relinquished for Sub-Station in the Schedule "A" Property. The UDS on the land is calculated after deducting these areas.

SCHEDULE "B" PROPERTY

(Corresponding to "SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11", of Development)

94902.92 sft or 8816.70 sqm of undivided share in land area out of the Schedule "A" Property, proportionately allocable to Block **Wing 11**, based on which the First Party have achieved the FAR for the Construction of composite development.

SCHEDULE "C" PROPERTY


(Description of the undivided share in land corresponding to the Unit/Apartment)

An undivided **0.07%** share, right, title and interest in the Schedule "A" Property i.e., equivalent to **581.00 sft (53.98 sqm)**.

(Description of the Unit/Apartment to be constructed under the Scheme by the Developer for the Purchaser)

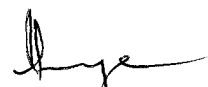
A 3 Bedroom Apartment unit bearing No.C1-11141 on the **Fourteenth Floor** of Block **Wing 11** of the "SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11", having a Carpet Area of **49.77 sft**, Balcony Area of **49.77 sft**, Common Areas of **362.9 sft**, and the total Super Built-up Area of **1,490.45 sft** along with **One** car park/ing space/s in the basement with proportionate share in the Common Area and Common Area of "SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11", with the non-exclusive right to use the Common Amenities and Facilities of "SOBHA ROYAL PAVILION" in the project.

The Schedule "C" Apartment is shown in plan **Annexure I-A** hereto.


Owner


Confirming Party


Developer


Purchaser/s

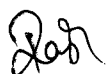
**SCHEDULE "D" PROPERTY
RIGHTS OF THE PURCHASER**

- 1) The Purchaser shall be entitled to the use and occupation of Schedule "C" Apartment, subject to the terms and conditions contained in this Agreement and Association Agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule "B" Apartment from the other parts of the Block;
- 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 which are or may at any time hereafter be, in, under or passing through the Block and the Schedule "A" Property or any part thereof;
- 5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other owners;
- 6) The right of entry and passage for the Purchaser and agents or workmen of Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the purpose of repairs or maintenance of the Schedule "B" Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

**SCHEDULE "E"
OBLIGATIONS OF THE PURCHASER**

- 1) The Purchaser shall give to the other Apartments in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**, in which the Schedule "C" Apartment is located and also in the Common Areas.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule "C" Apartment or any part thereof in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Apartments or which may tend to depreciate the value of **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"**, or any thereof;
- 4) Except for leasing or rental permitted under this Schedule "E", the Purchaser shall use the Schedule "C" Apartment only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Schedule "C" Property and the handover of the Schedule "C" Apartment, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.
- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Block in common with the other Apartments and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartments;

Owner



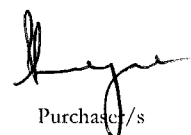
Confirming Party



Developer



Purchaser/s



- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule "C" Apartment being ready for possession
- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the First Party;
- 10) The Purchaser shall carry out their interior works in the Schedule "C" Apartment only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule "C" Apartment from the date on which the Schedule "C" Apartment is ready for possession and upon intimation of the same by the First Party, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule "C" Apartment is handed over, shall be borne and paid by the Purchaser.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule "C" Property, the same shall be borne and paid by the Purchaser.
- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Apartments, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the First Party in **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the composite development of **"SOBHA ROYAL PAVILION"** and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the First Party and thereafter the Association of Owners or maintenance agency appointed by Association of Owners ;
- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule "C" Apartment into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Schedule "C" Apartment;
- 20) That the Purchaser shall not install any additional tanks in the Apartments.

Owner

Confirming Party

Developer

Purchaser/s

- 21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and **"SOBHA ROYAL PAVILION PHASE 6 - WING 10 AND 11"** and the composite development of **"SOBHA ROYAL PAVILION"** or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 22) The Purchaser shall keep the Schedule "C" Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule "C" Apartment and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the First Party.


Owner



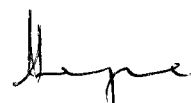
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Developer



Purchaser/s



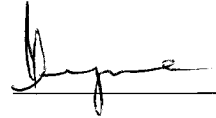
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

VENDOR

CONFIRMING PARTY

DEVELOPER

PURCHASER/S



WITNESSES:



NAME:

ADDRESS:

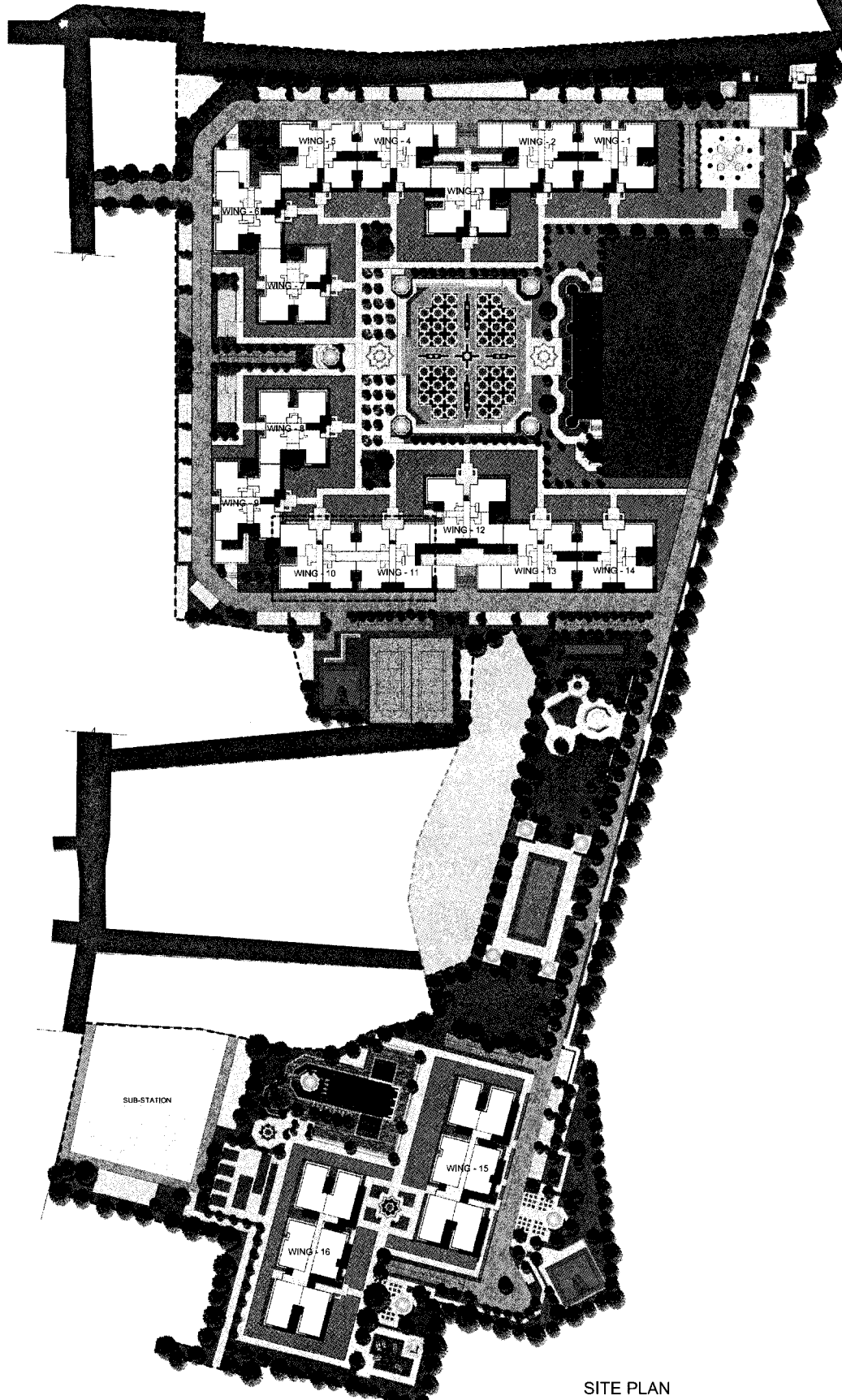
M. NAGARAJU
Sarjapur-Marathahalli (ORR)
Devarabisanahalli, Bellandur Post,
BANGALORE - 560 103

NAME:

ADDRESS:

RAJA BOYAPATI
Finance, EMP ID: 016658

ANNEXURE I
Plan showing the Schedule "A" Property and location of the construction
of "Sobha Royal Pavilion Phase -6 "



SITE PLAN

Signature

Signature

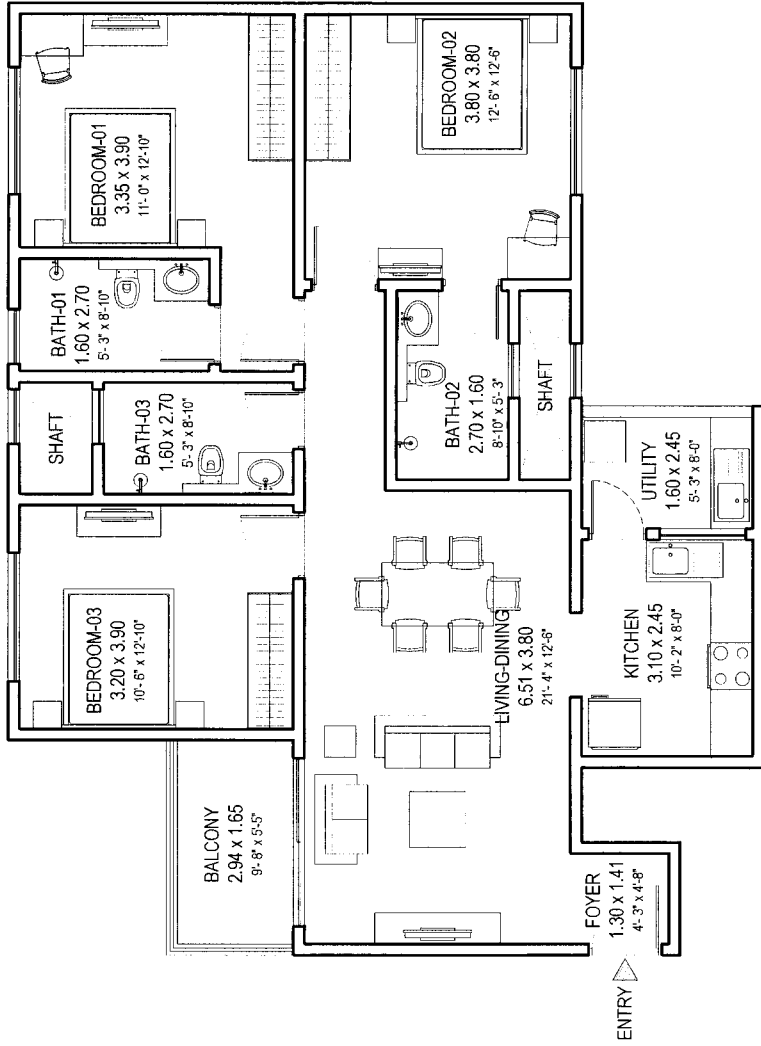
Signature

Signature

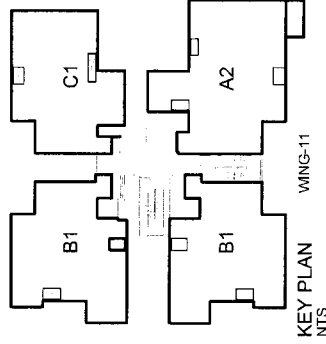
Signature

ANNEXURE I - A

Plan showing the Schedule "C" Unit / Apartment



SITE PLAN
NTS



KEY PLAN
NTS

NOTE		SCALE	NORTH	FLAT NOS.										DRAWING TITLE	PROJECT TITLE	
				1102	1106	1110	1114	1118	1122	1126	1130	1134	1138	TYPE- C1 (WING -11)	SOBHA ROYAL PAVILION	
THE SIZE, SHAPE AND POSITION OF WINDOWS, DOORS, DUCTS, COLUMNS/SIZES, TERRACES AND BALCONIES ARE SUBJECT TO CHANGE AFTER FINALIZATION OF ELEVATIONS.		1:100		1103	1107	1111	1115						2ND - 18TH FLOOR	APARTMENTS AT BANGALORE		
THE FURNITURE/KITCHEN COUNTER / SINK IS TO INDICATE THE SPACE AVAILABLE AND THE LIKELY POSITION OF ELECTRICAL POINTS. IT IS NOT A PART OF THE STANDARD FIXTURES.				1104	1108	1112	1116									
ROOM SIZES INDICATED ARE STRUCTURAL SIZES & ACTUAL SIZES MAY VARY DUE TO FINISHES.				1105	1109	1113	1117									

Owner

Confirming party

Developer


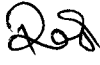
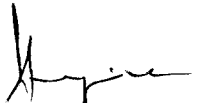
Purchaser/s

ANNEXURE II

Stages on Construction of Sobha Royal Pavilion - Phase 6 Wing 10 and 11
Wing 11

Payment Schedule	%	Tentative Date
Payable within 30 days from Payment Request Letter (Less Booking Amount)	20%	30 Days from the Agreement Date
On Completion of Lower Basement Roof Slab	8%	Feb-21
On Completion of Ground Floor Roof Slab	8%	Dec-21
On Completion of Fourth Floor Roof Slab	8%	Feb-22
On Completion of Eighth Floor Roof Slab	8%	Jun-22
On Completion of Twelfth Floor Roof Slab	8%	Aug-22
On Completion of Fifteenth Floor Roof Slab	8%	Nov-22
On Completion of Terrace Slab	8%	Jan-23
On Completion of Internal Flooring in all the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	9%	Dec-23
On Completion of Internal Doors and Windows in all the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	10%	Jun-24
On Final Payment Request Letter	5%	Completion Period
Other Charges Payable on Final Payment Request Letter		Completion Period

Note: The dates mentioned above are tentative. The payment will have to be made as per the demand raised by the Developer on completion of events of the construction activities as mentioned in Payment Schedule of Annexure VII.

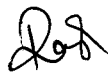

Owner
Confirming Party
Developer
Purchaser/s

ANNEXURE III**Common areas in "Sobha Royal Pavilion".**

1. Common lobbies and corridors
2. Lifts & lift lobbies
3. Staircases
4. Electrical rooms
5. Parking areas
6. Terraces
7. Overhead tanks
8. Pump rooms
9. Solar panels
10. Solar water heaters
11. Drive ways and ramps
12. Transformer yards
13. DG Room / Yard
14. Water tanks & pump rooms
15. Filtration room
16. STP
17. OWC
18. Visitor's Parking



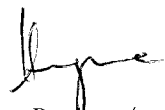
Owner



Confirming Party



Developer



Purchaser/s

ANNEXURE III**Common areas in "Sobha Royal Pavilion".**

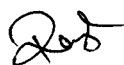
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2. Lifts & lift lobbies
3. Staircases
4. Electrical rooms
5. Parking areas
6. Terraces
7. Overhead tanks
8. Pump rooms
9. Solar panels
10. Solar water heaters
11. Drive ways and ramps
12. Transformer yards
13. DG Room / Yard
14. Water tanks & pump rooms
15. Filtration room
16. STP
17. OWC
18. Visitor's Parking



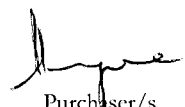
Owner



Confirming Party



Developer



Purchaser/s

ANNEXURE IV

List of Common Amenities of "Sobha Royal Pavilion"

A. Out-door Amenities

- Swimming Pool
- Children's Play Area
- Tennis Court
- Half Basketball Court



Owner



Confirming Party



Developer



Purchaser/s

ANNEXURE V

Terms and Conditions of use of Purchaser Car Parks

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Parks as listed under:

- 1) The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Park/s and comply with all directions given by the Vendor cum Developer in the day to day use of the Purchaser Car Park/s.
- 2) The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule "C" Unit/Apartment and for no other purpose whatsoever.
- 3) The Purchaser will not bring into the Purchaser Car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
- 4) The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
- 5) The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or 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 Car Parks.
- 6) Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Vendor cum Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Vendor cum Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Vendor cum Developer against any such claims and the costs thereof.
- 7) The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
- 8) The Apartment Owner will only use the Purchaser Car Parks so allocated and will recognise the Vendor cum Developer's right to re-allocate spaces as required.
- 9) This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
- 10) The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
- 11) Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
- 12) The Purchaser must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Vendor cum Developer/Association from time to time;
 - (b) advise the Vendor cum Developer /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Vendor cum Developer /Association, and shall notify the Vendor cum Developer /Association in the event of any change in respect of the same.
- 13) The Vendor cum Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
- 14) Alteration of Terms and Conditions in this Annexure:
 - (a) The Vendor cum Developer /Association may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Vendor cum Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

Vendor

Confirming

Party Developer

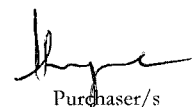
Purchaser/s

ANNEXURE VI	
Payment Plan for Sale Consideration	
Name of The Client	Mrs.Regina Hoseph D R
Project	Sobha Royal Pavilion Phase 6-Wing 10 and 11
Unit No.	C1-11141
Land Sale Value - (Approx)	4,262,687
Taxes (A) Approx & Subject To Change	
CGST	106,567
SGST	106,567
Total Taxes (A)	213,134
Land Cost & Taxes (A)	4,475,822
Payment Schedule	Amount (Rs.)
Initial Payment	1,001,582
Payable Within 30 Days from Payment Request Letter	1,001,582
On Completion of Lower Basement Roof Slab	801,266
On Completion of Ground Floor Roof Slab	801,266
On Completion of Fourth Floor Roof Slab	646,334
On Final Payment Request	223,791
Total	4,475,822
Amount In Words	
Fourty Four Lakh Seventy Five Thousand Eight Hundred And Twenty Two	



Vendor-cum-Developer





Purchaser/s

ANNEXURE VII	
Payment Plan for Construction Cost and Other Charges and Expenses	
Name of The Client	Mrs.Regina Hoseph D R
Project	Sobha Royal Pavilion Phase 6-Wing 10 and 11
Unit No.	C1-11141
Area (SBA in sft)	1,490.45
Construction Cost Inclusive Of 1 Car Parking Space	5,276,193
BESCOM & BCC & Development of Electrical and other Infrastructure in	827,200
Estimated GST input reversible on all Project cost	745,225
Taxes (A) Approx & Subject To Change	
CGST	171,215
SGST	171,215
Total Taxes (A)	342,431
Construction Cost Including 1 Car Parking Space, Proportionate Items and Taxes (A)	7,191,049
Other Charges (B) Approx & Subject to Change	
Maintenance Deposit	400,000
Total Other Charges (B)	400,000
Construction Cost Including 1 Car Parking Space, Proportionate Items, Taxes And Other Charges Excl Reg & Stamp Duty	7,591,049
Payment Schedule	Amount (Rs.)
Initial Payment	165,105
Payable Within 30 Days from Payment Request Letter	165,105
On Completion of Lower Basement Roof Slab	132,084
On Completion of Ground Floor Roof Slab	132,084
On Completion of Fourth Floor Roof Slab	287,016
On Completion of Eight Floor Roof Slab	933,350
On Completion Of Twelfth Floor Roof Slab	933,350
On Completion of Sixteenth Floor Roof Slab	933,350
On Completion of Terrace Slab	933,350
On Completion of Internal Flooring In All The Apartments Excluding Balcony, Utility, Common Area, Shafts, Ducts, Etc.,	1,050,018
On Completion of Internal Door and Windows in all the Apartments excl Balconies, Utilities, Common Area, Shafts, Ducts etc.,	1,166,687
On Final Payment Request	759,552
Construction Cost, Proportionate Items Including Taxes And Other Charges Excl Reg & Stamp Duty	7,591,049
Amount In Words	
Seventy Five Lakh Ninety One Thousand And Fourty Nine	

Reg

Reg

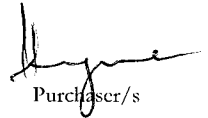
Reg

Reg

1. Stamp Duty Charges @ 0.1% of Agreement of Sale shall be paid by the Client as per the present government norms.
2. Goods and Services Tax (GST), BESCOM, BCC, Development of Electrical and other Infrastructure are as per the prevailing rates and subject to change.
3. According to current indications, there is likely to be a delay in obtaining BWSSB connection in the locality. As we are unable to currently assess the time frame by which the connection will be made available for the project, we have decided not to collect any charges towards BWSSB connection.
4. Delayed payment interest charged would attract additional applicable GST.
5. Registration and Stamp duty charges to be paid by Customer at the time of execution of sale deed as per prevailing rates.
6. Demand note for payment will be on the basis of completion of the milestone attributed to the particular Wing in the project in which above apartment is located. Check the Construction status for payment dues.
7. Any other statutory charges which may be imposed by the authorities in future from time to time will also be payable by the customers.
8. Electricity consumption Deposit as mentioned in the agreement will be collected along with Final Payment Request.
9. Basic Value is inclusive of One Car Parking Space and Estimated GST input reversible on all Project cost @ Rs. 500/sft on SBA for all Units.
10. This Pricelist supersedes all previous Pricelists.



Vendor-cum-Developer


Purchaser/s

ANNEXURE -VIII

Specifications of "Sobha Royal Pavilion – Type C1"

Sobha Ltd, takes great pride in delivering international quality standards to its customers. Please find enclosed specifications for "Sobha Royal Pavilion – Type C1".

While the specifications reflect the high quality standards that Sobha Ltd. employs in the project, we would request our customers to note that many of the materials used in the project- including, but not limited to, marble, granite, wood, etc. are subject to variations in tone, grain, texture, Colour and other aesthetic features, which are beyond our control. For example, in case of granite, which is pre-polished, when laid, may result in certain amount of unevenness, due to its inherent property. While we confirm that we will use similar quality materials available, we are unable to confirm/assure that the products used in the building will always match the samples shown with regard to these features.

We also request you to note that certain manufactured materials such as ceramic/rectified and vitrified tiles, anodized/powder coated aluminum, sanitary ware, etc., are subject to Colour variations and this is mostly due to items being manufactured in different lots and due to the inherent manufacturing process (In case of vitrified tiles). The final product used in the building will therefore be subject to these Colour variations, which again is beyond our purview.

Sobha Limited relies on manufacturers and suppliers for its raw materials – such as marble, granite, timber, tiles, aluminum, sanitary ware, etc. These are possibilities that the materials specified and shown in model apartment / samples may not be available at the time of construction. In such instances Sobha Limited reserves the right to replace unavailable material with suitable alternatives of the same standard, grade and specification. We request our valuable customers to note that any such changes made will not, in any way, be detrimental to the quality of the building.

Sobha Limited will attempt to minimize variations to specifications, however in case of any variation of the same we will not compromise in terms of the standard, grade and specification.

Structure

- 2 Basements + Ground + 18 storied RCC structure

Car Parking

- Covered car parks in basement levels

Foyer/Living/Dining

- Vitrified tile flooring and skirting
- Plastic emulsion paint for walls & ceiling

Bedrooms

- Vitrified tile flooring and skirting
- Plastic emulsion paint for walls & ceiling

Bath

- Ceramic tile flooring.
- Ceramic wall tiling upto ceiling
- False ceiling with grid panels

Kitchen

- Ceramic tile flooring
- Ceramic wall tiling upto ceiling
- Plastic emulsion paint for ceiling



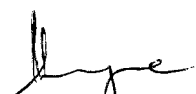
Owner



Confirming Party



Developer



Purchaser/s

Balconies/Utilities

- Ceramic tile flooring and skirting
- Granite coping for parapet/MS handrail as per design
- Plastic emulsion paint for ceiling/False ceiling as per design
- All walls painted in textured paint.

Staircase

- Concrete treads & Risers
- Textured Paint for Walls
- Plastic emulsion paint for ceiling
- MS handrail

Common Areas

- Ceramic tile /Vitrified Tile/Granite flooring
- Ceramic tile cladding up to ceiling/false ceiling
- Plastic emulsion paint for ceiling/ False ceiling as per design
- Granite coping for parapet/MS handrail

Joinery

Main Door/ Bedroom Doors:

- Frame – Timber
- Architrave – Timber
- Shutters – with both side HDF skin.

Bathroom Doors:

- Frame – Timber
- Architrave – Timber
- Shutters –with outside HDF and inside laminate

All other external doors to be manufactured in aluminium/ UPVC extruded frames and shutter with panels.
Aluminium glazed windows

Lifts

- 3 nos of lifts in each Wing

Landscape

- Designer landscaping



Owner



Confirming Party



Developer



Purchaser/s

Plumbing Specifications:**Internal water supply and drainage system**

- Cold water supply: uPVC Schedule-40; ASTM-1785 with necessary fittings of reputed make
- Hot water supply: CPVC SDR-11; ASTM D-2846/IS 15778 with necessary fittings of reputed make
- Drainage & waste system: SWR pipes (IS 13592) /uPVC pipes (IS 4985)/multi-layered pipes with necessary fittings of reputed make

External water supply, drainage and vent system

- Shaft/terrace/basement high level/underground -water supply
uPVC Schedule-40; as per ASTM-1785 with necessary fittings of reputed make
- Shaft/basement high level-drainage waste system, rain water & vent system
SWR pipes (IS 13592)/uPVC pipes (IS 4985)/multi-layered pipes with necessary fittings of reputed make
- Underground drainage system
Structured wall/foam core PVC pipes as per IS 16098/EN 13476 of reputed make
- Underground rain water pipes
Structured wall/foam core PVC Pipes as per IS 16098/EN 13476 and for >315mm Ø –RCC pipes of NP2 class

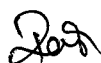
Valves and pumps

- Valves: Reputed make
- Pumps: Reputed make

Bath fixtures

Sanitary ware in each Bath			
Sl. No	Description	Quantity	Make
1	European Water closet, Wall Hung	1	Reputed make
2	Counter top Wash basin	1	Reputed make

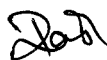
Chromium-plated fittings in each Bath			
Sl. No	Description	Quantity	Make
1	S/L Diverter & Spout	1	PNC/Equivalent
2	Overhead shower	1	PNC/Equivalent
3	Basin mixer	1	PNC/Equivalent
4	Angular stop cock	4	PNC/Equivalent
5	Health faucet	1	PNC/Equivalent
6	CP P trap	1	Reputed make
7	Waste coupling	1	Reputed make
8	Flush valve	1	Reputed make
9	Cockroach trap	2	Reputed make



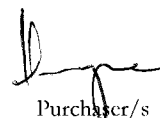
Owner



Confirming Party



Developer



Purchaser/s

Kitchen/Utility fixtures

Chromium-plated fittings in Kitchen/Utility			
Sl. No	Description	Quantity	Make
1	Sink mixer (wall mounted) in kitchen	1	PNC/Equivalent
2	Angular stop cock in Kitchen	2	PNC/Equivalent
3	Sink cock (wall mounted) in utility	1	PNC/Equivalent
4	Single bowl Single drain SS sink (small) in Utility	1	Reputed Make
5	2 in 1 bib cock in utility	1	PNC/Equivalent
6	Cockroach trap in utility	1	Reputed make



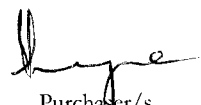
Owner



Confirming Party



Developer



Purchaser/s

Electrical Specifications:

1. Providing light point, Ceiling Fan Point, Call Bell Point, 5A & 15A socket point & Distribution Board in respective areas as per attached schedule (only point is provided no fixture is included)
2. EB Power Supply: 6KW, 3Ph supply
Usage of Power Points restricted to any one at a time as below;
 - 1 Geyser + 1AC + Lights + Small Power Points
 - 2 Geyser + Lights + Small Power points
 - 2AC + Lights + Small Power points
 (As per the above usage, the total load shall be restricted to 6 KW)
3. Standby power (Generator back up) of 3 KW per flat with flexibility to use any light points, 5A power point, Fridge and AC or 1 Geyser, ensuring at a time usage restricted to 3KW
4. 100% standby power (Generator back up) for common facilities
5. Power connection for Split A/C will be provided in Living & 2 bedrooms
6. Telephone point will be provided in living and 2 Bedrooms, wired with 2Core Optical Fiber cable to first telephone point (Living) and internally wired with 2 pair telephone cables independently from the first point
7. Only Conduit provision for TV point in living and subsequent point in all the bedrooms shall be wired with RG-6 co-axial cable independently from first point (Living)
8. Intercom facility provided from Security Cabin to Living of each apartment (only point)
9. Conduit provision for dedicated internet connection made available with RJ-45 socket in 2 bedrooms
10. Conduit provision for video door phone.
11. Providing Exhaust fan in Kitchen & Toilet
12. Providing Electrical point & fixtures for common facilities like Electrical room, Pump room, Common area, Landscape lightings, clubhouse lightings and street lighting of internal road
13. All indoor wiring is done with copper cables of reputed make as per ISI and IS Specification
14. Switches and accessories made out of Polycarbonate white plastic modular type of reputed make as per ISI and IS specifications
15. PVC conduits rigid type of reputed make as per ISI and IS specifications
16. MCB's and DB's of reputed make as per ISI and IS specifications

Abbreviations:

5A	: 5 Ampere	PVC	: Poly Vinyl Chloride
15A	: 15 Ampere	IS	: Indian Standard
KW	: Kilo Watt	ISI	: Indian Standard Institute
AC	: Air Conditioner	DG	: Diesel Generator
TV	: Television	MCBs	: Miniature Circuit Breakers
RG-6	: Radio Guide-6	DBs	: Distribution Boards
RJ-45	: Radio Jacket-45	BESCOM	: Bangalore Electricity supply Company


Owner

Confirming Party

Developer


Purchaser/s

Schedule of Points for Type C1															
Sl. No	Location	Ceiling Light Point	Wall Light Point	Ceiling Fan Point	5 A SSO	5/15A SSO	Exhaust fan Point	15A point with sep. 20A DP switch for AC	15A point with sep. 20A DP switch for water heater	Intercom point	Telephone Point	T.V Point	RJ 45 Point	Call Bell Point	DB
1	Entry, Foyer	1	1		1									1	1
2	Living, Dining & Passage	5	2	2	6			1		1	1	1	1		
3	Balcony	1													
4	Kitchen & Utility	2	1		2	5	1		1						
5	Bedroom-03	2	1	1	4							1			
6	Bath-03	1	1		1		1		1						
7	Bedroom-02	3	2	1	5			1			1	1	1		
8	Bath-02	1	1		1		1		1						
9	Bedroom-01	2	2	1	5			1			1	1	1		
10	Bath-01	1	1		1		1		1						
	TOTAL POINTS	19	12	5	26	5	4	3	4	1	3	4	3	1	1


 Owner


 Confirming Party


 Developer


 Purchaser/s



Owner

Confirming Party

Developer


Purchaser/s