

SALE DEED

This **DEED OF SALE** (“**Deed**”) is executed on this the _____ day of _____ **TWO THOUSAND AND NINETEEN** (____/____/2019) at Bangalore.

BY:

1) **Ms. LORNA RAYMOND**, Aged about 72 years, D/o. late Aloysius Raymond, 2) **Mr. Air Vice Marshal WALTER RAYMOND (Retd)**, Aged about 70 years, S/o. late Aloysius Raymond, both residing at No.60, Millers Road, Benson Town, Bengaluru-560 046, both represented by their Power of Attorney holder, **M/s. Spectra Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its office at No.5, First Floor, 9th Cross, Indiranagar I Stage, Bangalore-560 038, represented by its Managing Director, **Mr. C. CHANDRASHEKAR**.

(hereinafter collectively referred to as “**VENDORS/FIRST PARTY**”, which term expression shall wherever the context so admits shall mean and include their respective legal heirs, executors, legal representatives, administrators, nominees and assigns) of the **ONE PART**;

AND:

M/s. SPECTRA CONSTRUCTIONS PRIVATE LIMITED, A company incorporated under the Companies Act 1956, having its office at No.5, 1st Floor, 9th Cross, Indiranagar 1st stage, Bangalore-560 038, having its CIN U45209KA1999PTC025826 and PAN: AAFCS8564H, represented by its Managing Director, **Mr. C. CHANDRASHEKAR**.

(hereinafter referred to as “**DEVELOPER/CONFIRMING PARTY**” which term expression shall wherever the context so admits shall mean and include its successors-in-title and permitted assigns) of the **SECOND PART**.

IN FAVOUR OF:

1) **Mr.** _____, Aged about ____ years, Son of Mr. _____.
PAN: _____

2) **Mrs.** _____, Aged about ____ years, Wife of
Mr. _____, PAN: _____, Both residing at No. _____.

(hereinafter referred to as “**PURCHASER/S**” (which term expression shall wherever the context so admits shall mean and include their respective legal heirs, executors, legal representatives, administrators, nominees and assigns) of the **THIRD PART**.

WITNESSES AS FOLLOWS:

- I. WHEREAS,** the Vendors herein are the sole and absolute joint owners of the immovable property bearing Municipal No.60 with PID No.91-96-60, (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), in all measuring 14,478 Sq Ft, situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar, (hereinafter referred to as the “Schedule A Property”).
- II. WHEREAS,** originally the immovable property, bounded on the North by :- Millers Road, South by :- Madras Railway Compound, East by :- Barbers Property and West by :- S Mersh’s Property, measuring East: 126 feet 6 inches, West: 170 feet 6 inches, North: 100 feet 6 inches and South: 103 feet, situated at Millers Road, Benson Town, Bangalore (hereinafter for the sake of convenience referred to as the “Said Property”) belonged to one Mr. Charles Mersh, subsequently conveyed under the Sale Deed dated 18.07.1892 (registered as document No.411 of 1892, Book 1, Volume 121, at pages 307 & 308, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of his son Mr. Thomas Mersh.
- III. WHEREAS,** the aforesaid Mr. Thomas Mersh sold the Said Property, under the Indenture dated 08.02.1905 (registered as document No.896 of Book 1, Volume 214, at pages 11-14, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. Sarah Ellen Quinn and the Said Property came to be assigned as New No.17, Millers Road, Melmoth, Benson Town, within the municipal limits of the Civil & Military Station, Bangalore, subsequently in turn the aforesaid Mrs. Sarah Ellen Quinn sold the Said Property under the Indenture dated 30.11.1905 (registered as document No.759 of Book 1, Volume 219, at pages 457-460, in the office Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. Elizabeth Ann Vaughan.
- IV. WHEREAS,** the aforesaid Mrs. Elizabeth Ann Vaughan died leaving behind her Last Will and Testament dated 27.12.1905, appointing Mr. I. McDonald as the executor of her Will and in terms of the said Will the Said Property had been bequeathed in favour of her husband Mr. G. Vaughan for his own use and benefit, subsequently Mr. I. McDonald the Executor of her Last Will and Testament had filed a Miscellaneous Application No.113/1906 for grant of Probate and obtained a Probate by Order dated 05.07.1906, passed by the Court of District Judge, Civil & Military Station, Bangalore, confirming the bequeath of the Said Property in favour of Mr. G. Vaughan, subsequently Mr. G. Vaughan sold the Said Property, under the Indenture dated 17.07.1906 (registered as document No.273 of Book-1, Volume 223, pages 219-222, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mr. Richard Gilbert. Thus, Mr. Richard Gilbert had become the absolute owner of the Said Property.

- V. **WHEREAS**, the said Mr. Richard Gilbert had died leaving behind his Last Will and Testament dated 03.11.1913, appointing Mr. Robert John Blaikie as the executor of his Will and in terms of the said Will the Said Property bequeathed in favour of his daughter Mrs. Cecilia Bishop and life interest in the same to his wife Mrs. Mary Gilbert, subsequently Mr. Robert John Blaikie the Executor of his Last Will and Testament had filed a Miscellaneous Application No.D/44/1915 for grant of Probate and obtained a Probate by Order dated 16.10.1915, passed by the Court of District Judge, Civil & Military Station, Bangalore, confirming the bequeath in favour of his wife Mrs. Mary Gilbert with a condition that the Said Property shall not be alienated, sold or mortgaged during her lifetime and upon her death the Said Property shall devolve to her daughter Mrs. Cecilia Bishop, pursuant to which the aforesaid Mrs. Mary Gilbert had given up her life interest in Said Property i.e No.17, Millers Road, along with her daughter Mrs. Cecilia Bishop and jointly sold the Said Property, bearing New No.35, Millers Road, under the Indenture of Sale dated 19.05.1938 (registered as document No.218/1938-39, Book-1, Volume 509, pages 198-201, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mr. Walter Thompson and his wife Mrs. Bertie Thompson. Thus in this manner the said, Mr. Walter Thompson and Mrs. Bertie Thompson had become the joint owners of the Said Property, consequently the Said Property i.e Property No.35 had been bifurcated/sub-divided into Property No.35 and 35A vide Notice of Assessment on Buildings and Lands both dated 20.06.1938 for the assessment year 1938-39, issued by the President Municipal Commission, Civil and Military Station, Bangalore.
- VI. **WHEREAS**, subsequently the aforesaid Mr. Walter Thompson died intestate and upon his death, his wife Mrs. Bertie Thompson @ B. Thompson had filed an Original Petition bearing No.11/1940 before the Court of the District Judge, Civil & Military Station, Bangalore, for grant of Letters of Administration in the matter of estate of late Mr. Walter Thompson, the Court of the District Judge, Civil & Military Station, Bangalore, by its Order dated 24.06.1940 granted the Letters of Administration to B. Thompson, pursuant to which Mrs. K. Thoy, represented by her POA holder Ms. M. Thompson, Ms. M. Thompson and Ms. R. Thompson, all daughters of late Mr. W. Thompson had executed a Release Deed dated 06.09.1941 (registered as document No.960/1941-42, of Book-1, Volume 575, at pages 58-60, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Mrs. B. Thompson, widow of late Mr. W. Thompson and Administratrix in OP No.11/1940, whereby the Releasors` two-third share in the estate of late Mr. W. Thompson and in pursuance of the consideration received, had released all their right title and interest in the Said Property, i.e, property bearing old Municipal No.17, New No.35, Millers Road, Civil and Military Station, Bangalore. Thus in the above said manner Mrs. Beatrice Thompson @ Mrs. Bertie Thomson, had become the sole and absolute owner of the Said Property.

VII. WHEREAS, the aforesaid Mrs. Beatrice Thompson @ Mrs. Bertie Thomson, during her lifetime had made a Will dated 25.02.1945, appointing her daughter Mrs. Rita Raymond nee Thompson as the Executrix of her Will and bequeathing the Property bearing No.35 in favour of her eldest daughter Ms. Muriel Thompson for her sole use and benefit and the Property bearing No.35A in favour of her daughter Mrs. Rita Raymond for her sole use and benefit, subsequently upon the death of said Mrs. Bertie Thompson, the Executrix, Mrs. Rita Raymond filed and obtained an Order of Probate dated 12.07.1945 in O.P No.26/1945, granted by the Court of the District Judge, Civil and Military Station, Bangalore, pursuant to which, Mrs. Rita Raymond had transferred the Property bearing No.61 (old No.35A), under the registered Deed of Transfer of Trust dated 30.09.1964 (registered as document No.2029/1964-65 of Book 1, Volume 1329, at pages 215-219, in the office of the Sub-Registrar, Civil & Military Station, Bangalore) in favour of herself and further Mrs. Rita Raymond as Executrix of her mother Will had transferred the Property bearing No.60 (old No.35), under the registered Deed of Transfer of Trust dated 30.09.1964 registered as document No.2030/1964-65 of Book 1, Volume 1328, at pages 181-184, in the office of Sub-Registrar, Civil & Military Station, Bangalore) in favour of Ms. Muriel Thompson, pursuant to which, the Assistant Revenue Officer, Corporation of the City of Bangalore, had issued two (02) separate Endorsements/Katha dated 19.06.1969 & 09.02.1971 in the name of Ms. Rita Raymond for Property bearing No.61 (old No.35A) and in the name of Ms. Muriel Thompson for Property bearing No.60 (old No.35), respectively and also the City Survey Records such as City Survey Enquiry Register for P T Sheet No.1049, Local Sketch-77 Vasanthanagar, Property Card, Field Book for PT Sheet No.1049, and Form 9, all issued by Assistant Director, Land Records, City Survey Department, discloses that the Said Property had been transferred in the names of Mrs. Rita Raymond and Ms. Muriel Thompson.

VIII. WHEREAS, the said Ms. Muriel Thompson died on 21.02.1985 leaving behind her Last Will and Testament dated 22.02.1977, wherein she appointed her brother-in-law Lt. Col. Aloysius Raymond (Retd) and her sister Mrs. Rita Raymond, as the Executors of her Will, in terms of the said Will she bequeathed the Property bearing No.60 equally in favour of her niece Ms. Lorna Raymond, her sister Mrs. Rita Raymond, her brother-in-law Lt. Col. Aloysius Raymond (Retd) and her nephew Flt. Lt. Walter Raymond, subsequently upon the death of said Ms. Muriel Thompson, the Executors of her Last Will namely, Lt. Col. Aloysius Raymond (Retd) and Mrs. Rita Raymond had filed and obtained Letters of Administration by an Order dated 07.08.1985 in P & S.C. No.10030/1985, granted by the Additional City Civil, Judge, Mayo Hall, Bangalore, subsequently the Lt. Col. Aloysius Raymond one of the beneficiaries and joint owner (1/4th share) in Property bearing No.60 (old No.35), died on 24.04.2002 leaving behind his Last Will and Testament dated 01.08.1985, appointing his wife Mrs. Rita Raymond and daughter Ms. Lorna Raymond, as the Executrix of his Will, in terms of the said Will he bequeathed his 1/4th share in Property bearing No.60 (old No.35) in favour of his wife Mrs. Rita Raymond, in case his wife predeceasing him or in the event of simultaneous death, he bequeathed to his daughter Ms. Lorna Raymond for her sole use and benefit, subsequently upon the

death of said Lt. Col. Aloysius Raymond, the Executrix of his Will Mrs. Rita Raymond and Ms. Lorna Raymond filed and obtained an Order of Probate dated 10.11.2003 in P & S.C No.15018/2003, granted by the Additional City Civil and Sessions Judge, District Judge, Bangalore. Thus, Mrs. Rita Raymond had become the owner for half (½) share in Property bearing No.60 (old No.35) along with Ms. Lorna Raymond and Mr. Walter Raymond, pursuant to which the Assistant Revenue Officer, Bangalore Mahanagara Palike had issued an Uttrapatra/Katha dated 21.01.2003 in the joint names of i) Mrs. Rita Raymond, ii) Ms. Lorna Raymond and iii) Mr. Walter Raymond, as regards to Property No.60 (old No.35).

- IX. WHEREAS,** the said Mrs. Rita Raymond died on 15.09.2006, leaving behind her Last Will and Testament dated 01.08.1985, appointing her husband Lt. Col. Aloysius Raymond and daughter Ms. Lorna Raymond as the Executrix of her Will, in terms of the said Will she bequeathed all her movable and immovable properties to her husband Lt. Col. Aloysius Raymond, in case her husband predeceasing her or in the event of simultaneous death, she bequeathed to her daughter Ms. Lorna Raymond for her sole use and benefit, subsequently upon the death of said Mrs. Rita Raymond the Executrix of her last Will Ms. Lorna Raymond, filed and obtained an Order of Probate dated 08.08.2008 in P & S.C No.25030/2007, granted by the Additional City Civil and Sessions Judge, District Judge, Bangalore. Thus, by virtue of the Last Will and Testament dated 01.08.1985 of Mrs. Rita Raymond, her daughter Ms. Lorna Raymond has become the owner of three-fourth (3/4th) undivided share in the Property bearing No.60 (old N0.35) and absolute owner for the Property bearing No.61 (old No.35A) and in lieu of the last Will and Testament dated 22.02.1977 of Ms. Muriel Thompson, Mr. Walter Raymond has become owner for 1/4th undivided share in the Property bearing No.60 (old No.35).
- X. WHEREAS,** pursuant to which, the Vendor No.1 (Ms. Lorna Raymond) has gifted an interalia an undivided share, right, title and interest equivalent to 1593.Sq Ft (13.5862%) of land in the Said Property (i.e Property bearing No.60 and Property bearing No.61) in favour of Vendor No.2 (Air Vice Marshal Walter Raymond (Retd)) under the Gift Deed dated 15.12.2017. Thus Ms. Lorna Raymond (Vendor No.1) and Air Vice Marshal Walter Raymond (Retd) (Vendor No.2) have become the joint owners of the Said Property in the ratio of 70:30 respectively.
- XI. WHEREAS,** the Vendors i.e Ms. Lorna Raymond and Air Vice Marshal Walter Raymond are being desirous of developing the Said Property (i.e Property bearing No.60 and Property bearing No.61), have entered into an Deed of Amalgamation dated 19.01.2016 and applied to the Bruhath Bangalore Mahanagara Palike (BBMP) for amalgamation of above two properties into one, subsequently the BBMP issued a Special Notice dated 31.03.2016 amalgamating and assigning New Municipal No.60 with PID No.91-96-60 (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), in all admeasuring 14,478 Sq Ft, situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar (which is morefully described in the Schedule given above and hereinafter referred

to as the “Schedule A Property”) and also issued Katha Certificate and Extract both dated 31.03.2016 in the names of Ms. Lorna Raymond and Air Vice Marshal Walter Raymond, Thus Ms. Lorna Raymond and Air Vice Marshal Walter Raymond (Retd) (the Vendors herein) have become the absolute joint owners of the Schedule A Property.

XII. WHEREAS the Vendors do hereby represent that:-

- a. They are the absolute owners in physical possession of the Schedule `A` Property
- b. The Schedule `A` Property is within the jurisdiction of BBMP, Bangalore; accordingly the Vendors have paid up to date property taxes to the BBMP, Bangalore.
- c. The Schedule `A` Property, is not subjected to any litigation, attachments, court or acquisition proceedings of any kind.;

XIII. WHEREAS the Vendors have entered into a Joint Development Agreement dated 01.06.2018 with the Developer, M/s. Spectra Constructions Private Limited, represented by its Managing Director, Mr. C. Chandrashekar, registered as document No.HLS-1-01088-2018-19, Stored in CD No.HLSD162, in the office of Sub-Registrar, Halasuru, Bangalore, wherein the Vendors have been granted exclusive right to the Developer to develop the Schedule `A` Property. Under the aforesaid Joint Development Agreement the Developer has undertaken to develop the Schedule `A` Property by constructing multistoried residential apartment complex thereon at its cost and expenses. Simultaneously, the Vendors have also executed and registered the General Power of Attorney dated 01.06.2018, in favour of the Developer, M/s. Spectra Constructions Private Limited, represented by its Managing Director, Mr. C. Chandrashekar, in respect of Schedule `A` Property, registered as document No.HLS-4-00138-2018-19, Stored in CD No.HLSD162, in the office of Sub-Registrar, Halasuru, Bangalore, wherein the Vendors have authorized & empowered M/s. Spectra Constructions Private Limited, represented by its Managing Director, Mr. C. Chandrashekar, to do all acts, deeds and things in terms of above said Joint Development Agreement.

XIV. WHEREAS the Developer represent that:-

- a. In pursuance of the aforesaid Joint Development Agreement and General Power of Attorney, the Developer herein has got the plan sanctioned from the Bruhath Bengaluru Mahanagara Palike, Bangalore, vide No.BBMP/Addl.Dir/JD NORTH/L.P.No.0192/16-17 and also Building Licence dated 30.08.2017 for construction of multistoried residential apartment building on the Schedule `A` Property.
- b. They are having the right to obtain conveyance in respect of its share in the Schedule `A` Property, to its nominee/s.

XV. WHEREAS the name of the multistoried residential apartment building on the Schedule 'A' Property shall be "SPECTRA RAYWOODS".

XVI. WHEREAS, the Vendors and the Developer have also identified their share of Apartment units under the said Joint Development Agreement dated 01.06.2018, whereby the Developer herein became entitled to the apartments set out therein, which includes the apartment constructed for the Purchaser/s herein.

XVII. WHEREAS, under the scheme of development, persons interested in owning the apartments in "Spectra Raywoods" are required to purchase the proportionate undivided share in the land in Schedule A Property from the Vendors and entrust the construction of the apartment to the Developer and each of the Apartment owners holding proportionate undivided share, right, title and interest and ownership in the Schedule A Property and all the owners of undivided shares in the land in Schedule A Property holding the same as Co-owners and in pursuance of such scheme, the Vendor/Developer worked out the proportion of undivided share of land, apartments, parking space, garden etc.

XVIII. WHEREAS, the Purchaser/s herein desirous of owning the Apartment in the project, after being satisfied with the title of the Owners to the Schedule A Property and the scheme formulated by the Vendors and the Developer, has approached the Developer to purchase, _____ sqft of an undivided share, right and title in the Schedule A Property, (which is morefully described as Part 1 in the Schedule B below) and by virtue of the acquiring such undivided share in the Schedule A Property, the Purchaser/s shall also be entitled to get constructed through the Developer, all that piece and parcel of Apartment bearing No._____, on the _____ **Floor** in the project known as "**Spectra Raywoods**" having carpet area of _____ Sq Ft of and super built up area of _____square feet and _____ Car Parking space/s in the basement (which is more fully described as Part 2 in Schedule 'B' given below), the Floor Plan of the Apartment unit is enclosed in Schedule C given below, subject to the terms and conditions herein contained, WHEREAS the Purchaser/s herein have entered into an Agreement to Sell with the Vendor and the Developer towards the sale of the Schedule B Property on the terms and conditions contained therein..

XIV. WHEREAS the Schedule 'B' Property has fallen to the share of the Developer, in terms of the sharing and allocation of the built areas.

XV. WHEREAS the Purchaser/s in terms of the Agreement to Sell have paid the entire sale consideration on various stages and the receipt of which has been duly acknowledged by the Vendors and the Developer.

XVI. WHEREAS the Purchaser/s represents that he/she/they shall always abide all the terms and conditions, rights and obligations set forth under the aforesaid Agreement to Sell and also set forth under this/her/their Sale Deed.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. DEFINITIONS

The meaning and definitions of the terms used under this Agreement, shall be as contained in the Real Estate (Regulation and Development) Act 2016 and the Karnataka Real Estate (Regulation and Development) Rules 2017.

2. The Purchaser/s have paid the consideration of Rs. _____/- (Rupees _____ Only) with respect to Schedule 'B' Property hereunder to the Vendors / Developers on various dates and the receipt of which is duly acknowledged by the Vendors / Developers, the Vendors thus hereby grants, convey and assign absolutely unto and to the use of the Purchaser/s by way of absolute sale of _____ sqft of an undivided share, right and title in the Schedule A Property, (which is morefully described as Part 1 in the Schedule B below) and by virtue of the acquiring such undivided share in the Schedule A Property, the Purchaser/s also got constructed through the Developer, all that piece and parcel of Apartment bearing No. _____, on the _____ Floor in the project known as **"Spectra Raywoods"** having a carpet area of _____ Sq Ft of and super built up area of _____ square feet (i.e., inclusive of non-exclusive of the proportionate share in the Common Area and proportionate area utilized for housing the Common Amenities and Facilities of the Project) and _____ Car Parking space/s in the basement (which is more fully described as Part 2 in Schedule 'B' hereunder) and the Part 1 and Part 2 is together is hereinafter referred to as the Schedule B Property or the **PROPERTY HEREBY CONVEYED** with all rights, easements and privileges appurtenant thereto, **TO HAVE AND TO HOLD THE SAME**, to the Purchaser/s as its absolute owner.
3. The Vendors hereby covenant with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Vendors have good title, right, cause, absolute power to sell, convey and transfer all that Schedule 'B' Property and further that the Schedule 'B' Property and every part thereof shall at all times remain and be unto the Purchaser/s and be quietly entered into, upon and held and enjoyed by the Purchaser/s accordingly in common with the other owners without any let, hindrance, interruption or disturbances by the Vendors or by any other persons claiming adversely through or in trust for the Vendors. The Purchaser/s having taken inspection of all the documents of title of the Schedule 'A' Property and the scheme of development of the Developer and being satisfied with the marketability of the title, have agreed to obtain conveyance of the Schedule 'B' Property.
4. That in view of the sale of the Schedule 'B' Property in his/her/their favour the Purchaser/s have perfected his/her/their title. and the Purchaser/s shall be entitled to own, possess and enjoy the Schedule B Property as its absolute owner with full powers of enjoyment and alienation but subject to the terms of his/her/their Sale Deed and whatever rights the Vendors have in regards to Schedule 'B' Property are also conveyed herein to the Purchaser/s by way of sale.

5. That the Purchaser/ shall own, hold and enjoy the Part 1 of the Schedule 'B' Property always in the undivided form along with the owners of the rest of the portions of the Schedule 'A' Property and shall not seek partition/separate possession of the same.
6. That the Purchaser/s shall hold the property hereby conveyed and enjoy all those rights as were enjoyed by the Vendors in common with the owners of the rest of the built up space in the "SPECTRA RAYWOODS" and the Purchaser/s is bound by the obligations and restrictions which the Vendors were bound and obligated in common with the owners of the rest of the built up space in the "SPECTRA RAYWOODS".
7. The right to use the garden/terrace area demarcated and allotted by the Vendors shall exclusively remain with the Purchaser/s who shall have the right to use and enjoy the same as specifically acquired right. However, the Purchaser/s who have acquired such garden/terrace right shall not be entitled to put up any construction or use the same for any other purposes.
8. The Developer has constructed apartment building 'SPECTRA RAYWOODS' including Part 2 of the Schedule 'B Property as per the approved plans. The Purchaser/s before taking the possession of Part 2 of the Schedule 'B Property have inspected and satisfied with completion of all the works, its fitness for occupation, quality of construction, correctness of carpet area including the super built-up area, specifications, services such as electrical & plumbing and car parking area etc. Further Purchaser/s have also satisfied with the facilities and amenities provided and quality of construction of Project, "SPECTRA RAYWOODS".
9. That the Purchaser/s agrees to join in the maintenance scheme of "SPECTRA RAYWOODS" project. Further the Purchaser/s shall proportionately share and pay charges/expenses for maintenance of all the common areas and facilities in the building at "SPECTRA RAYWOODS". The Purchaser/s shall abide by the rules and regulations formulated by the Developer for the purpose of maintaining the common areas Amenities & facilities.
10. The Purchaser/s shall be entitled to transfer the Khata of the Schedule 'B' Property to his/her/their name at his/her/their cost and expenses.
11. The Purchaser/s shall be entitled to enjoy Schedule 'B' Property sold by the Vendors and the Purchaser/s shall be subject to and adhere to the rights, restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'D' to 'G' hereunder.
12. The required stamp duty and registration charges are paid by the Purchaser/s to the Jurisdictional Sub-Registrar office.

13. A sum of Rs. _____/- (Rupees _____ Only) as TDS on sale of Schedule `B` Property paid through e-transfer from the account of the Purchaser/s in CIN No. _____, _____ Bank, Bangalore, Vide BSR Code No. _____ pay date _____ and Challan Seq No. _____.

THE VENDORS/OWNERS AND THE DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

1. That the Purchaser/s shall be entitled to hold, posses, own and enjoy the Schedule B Property , being entitled to the rights and subjected to the rights and obligations specified in the Schedule `D` to `G` mentioned below.
2. The Vendors and the Developer have the power to convey the Schedule `B` Property hereby conveyed , and there is no impediment for the sale under any law, order, decree or contract.
3. That the Vendors and the Developer have delivered a set of copies of the documents of title to the Purchaser/s. Further, upon all the Co-owners of the Schedule `A` Property form an Association / Society / Condominium, the Vendors / Developer will deliver the documents to such an Association.
4. That the Project being developed on the Schedule A Property is registered under the name and style "SPECTRA RAYWOODS" vide Registration Certificate dated _____, bearing No. _____ under the Real Estate (Regulation and Development) Act, 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017

SCHEDULE 'A' PROPERTY
(COMPOSITE PROPERTY)

(The Property on which the Building "SPECTRA RAYWOODS" is being constructed)

All that piece and parcel immovable property bearing Municipal No.60 with PID No.91-96-60, (comprising of earlier Municipal Nos.60 & 61 (old Nos.35 & 35A), situated at Millers Road, Civil Station, Bangalore, Ward No.91, New Ward No.78-Pulikeshinagar, in all measuring 14,478 Sq Ft (equivalent to 1345.039 Sq Mtr), with all rights, appurtenances whatsoever hereunder or underneath or above the surface, and bounded on the:-

On or towards the East by	:	No.59, Millers Road (Private Property).
On or towards the West by	:	No.62, Millers Road (Private Property).
On or towards the North by	:	Millers Road.
On or towards the South by	:	Railway Quarters.

SCHEDULE 'B' PROPERTY

Part 1

(Description of the undivided share of the land)

_____ sqft of an undivided share, right and title in the Schedule A Property corresponding to the Part 2 of the Schedule B apartment unit taking into consideration the total carpet area constructed on the Schedule A Property.

Part 2

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

All that piece and parcel of Apartment bearing No._____, on the _____ Floor in the project known as **"Spectra Raywoods"** having a carpet area of _____ Sq Ft of and super built up area of _____square feet (i.e., inclusive of non-exclusive of the proportionate share in the Common Area and proportionate area utilized for housing the Common Amenities and Facilities of the Project) and _____ Car Parking space/s in the basement.

R.C.C framed structure with Block Masonry Walls, Vitrified flooring and common amenities like Electricity, Water and Sanitary connections etc.

SCHEDULE 'C'

(FLOOR PLAN OF THE APARTMENT UNIT)

SCHEDULE "D"

OBLIGATIONS OF THE PURCHASER/S:

The Purchaser/s, so as to bind himself, his/her/their heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his/her/their rights as the owners of the construction and in consideration of the covenants of the Vendors and the Developer binding on the Purchaser/s of other undivided interest in the land described in Schedule "A" Property hereto and the construction thereon, both hereby agree to be bound by the following covenants:

- a. The Purchaser/s shall not at any time, carry on or suffer to be carried on in the Schedule B Property, any noisy, offensive or pursuit which may be or become in any way nuisance, annoyance or danger to the Vendors or the other apartment owners or the occupiers of the other apartments or the neighbors or anything which may tend to depreciate the value of the Schedule B Property ' or the residential complex.
- b. The Purchaser/s shall use the Schedule 'B Property only for residential purposes.

- c. Not to raise or put up any additional constructions/structures.
- d. Not to permit the use of the construction referred to in a manner which would diminish the value or utility of the pipes, cisterns and the like common amenities provided in the property described in Schedule “A” above or in any constructions made thereon.
- e. Not to use the space in the land described in Schedule “A” above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the construction.
- f. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in Schedule “A” above or expenses to be shared by the Owners of the constructions thereon or of any specified part thereof.
- g. Not to decorate the exterior of the building complex otherwise than in a manner laid down by the Vendors and Developer. Not to damage any internal or external portion of the apartment while executing the work of interior decoration of his/her/their apartment. If any damage is caused while executing interior works the same shall be repaired or replaced at the cost and expense of the Purchaser/s.
- h. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned other than those agreed to by all other Purchaser/s, holding a majority of shares in the construction or by the Vendors and Developer.
- i. Not to keep stock or display of any wires or any other material in the corridors or in any place intended for common use.
- j. Not to display any signboard, advertisement board or designs without the prior approval of the Developer and in places not sanctioned by the Developer. The Developer shall have the sole Hoarding rights on the project premises and no other agency to be given any advertisements/hoarding rights in the project premises and on the building.
- k. Not to tamper with the structural system of the project consisting of foundation, columns, beams, podium slabs, sump tank, OHT, Lift shaft and staircase of the building etc.
- l. Not to change to any Electrical and Plumbing services and the infrastructure facilities provided in the project.

- m. Not to change the Master plan and the Landscaping done at any point of time. The Purchaser/s shall not do any act that may against any law, rule, regulation, bye law of the BDA/BBMP/other statutory authorities or any obligation agreed under any contract and the Purchaser/s shall be solely responsible for all consequences of any offence or breach thereof. Further the Purchaser/s shall indemnify other apartment owners who may suffer due to any such acts of omission or commission of the Purchaser/s.
- n. The Purchaser/s shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as “SPECTRA RAYWOODS”.
- o. The Purchaser/s shall not throw garbage/used or unused articles in the common areas, parking areas, garden/terrace areas and open/vacant spaces in the Schedule `A` Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developers or the agency maintaining the common areas and facilities in “SPECTRA RAYWOODS” or by the Association of Owners.

SCHEDULE “E”
RIGHTS OF THE PURCHASER/S

- a. Full right and liberty for all persons who along with the Purchaser/s own the land described in Schedule “A” Property such (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and re-pass the staircases and the passage inside and outside the building.
- b. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and re-pass over the land appurtenant to the buildings constructed in the land described in the Schedule “A” above.
- c. The right to subjacent and lateral support and shelter and protection from the other parts of the apartment buildings and from the side and roof thereof.
- d. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipes and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.
- e. Rights of passage for the persons referred to supra in common with all other persons and his/her/their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.

- f. Rights of passage for Purchaser/s, his/her/their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.
- g. To lay cables duct and routes or wires through common walls or passages for telephone, video or computer installations, respecting the equal right of the other Purchaser/s, through the cable ducts and routes specified by the Developer only. Further the Purchaser/s shall not be entitled to lay cables or wires in any other manner.
- h. The right for the persons referred to supra in common with all other persons, and his/her/their agents, licensees or workmen and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving sub-jacent or lateral support, shelter or protection to the construction thereof.

SCHEDULE "F"
TERMS ACCEPTED BY THE PURCHASER/S.

- a. The Purchaser/s and all other owners of the apartment building have mutually agree and undertake that he shall co-ordinate and co-operate with each other at all times in servicing the water supply lines, sewerage lines, electrical lines, fire fighting lines and other common connections and services etc.
- b. The Purchaser/s, in proportion of his/her/their share, along with other Owners in the proportions of his/her/their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:
- c. All rates and outgoing payable if any in respect of the land described in the Schedule "A" Property above and the building thereon.
- d. The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common service to the building as set out below.
 - (i) Maintenance of the pumps, sanitary and electrical lines common to the buildings.
 - (ii) Replacement of bulbs in the corridors, Basement, Common area, Compound wall etc,
 - (iii) Payment of electrical supply, water supply and sanitary charges and other common charges.

- (iv) Maintenance of potted plants and landscaped areas in the development.
 - (v) Provision of day/night watchmen.
 - (vi) Maintenance of lifts, Generators, S.T.P and other Machineries.
 - (vii) Maintenance of all other facilities and benefits provided in the apartment building.
- e. Should the Purchaser/s default payment due for any common expenses, benefits or amenities, a majority of the Owners while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his use and enjoyment.
- f. The Purchaser/s shall have no objection whatsoever to the Developer handing over the common areas and the facilities to the common Organization or Association as and when it is formed and pending formation of the same, the Developer shall retain the same and the Purchaser/s have given specific consent to this undertaking.
- g. The Purchaser/s hereto shall become the Member of the Owners Association and agree to observe and perform the terms and conditions, bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by the Developer until formation of the Association and the Purchaser/s shall pay the maintenance charges to the Developers as fixed by the Developers.
- h. Upon formation of the Association, the Purchaser/s shall pay all the common expenses and other expenses, taxes and outgoings to the Association. Such Association shall be purely for the purpose of maintenance and management of the multistoried building though each individual owner of Apartment will be owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts/finance of the multistoried building and properly manage the affairs of the same, provide all facilities to the occupants of the building and collect from the Apartment owners/occupants the proportionate share of maintenance cost and outgoings.
- i. That no apartment owner including Purchaser/s can get exempted from the liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment.

- j. The Purchaser/s shall from the date of taking over the possession, maintain his Apartment at his cost in a good condition and shall not do or suffer to be done anything in or to the said Apartment and / or common passages of the compound which may be against the rules and the bye-laws of the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other Authority.
- k. The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipe and appurtenances thereto belonging in good condition so as to support shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall report to the Developer/Confirming Party or the Association of Apartment Owners as the case may be, of any leakage/seepage of water / sewerage and the like through the roof / floor /wall of the said Apartment and especially with regard top the external and common walls shared by the Apartment Owners.
- l. The Purchaser/s shall from time to time do and execute all further acts, deeds matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this sale deed and for the formation of Owners' Association.
- m. The Purchaser/s at his/her/their cost shall maintain the said apartment and parking space/ garden area/ terrace area in good condition, state and order and shall abide by all the laws and regulations of the government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force, and be answerable and responsible for all notices and violation of any of the terms and conditions mentioned in this sale deed and/or handing over of the Schedule B Property whichever is earlier.
- n. The Purchaser/s shall use all sewers drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other apartment owners and to permit free passage of water, sanitary, electricity, and electrical lines, through and along the same or any of them and to share with the other apartment owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts , generators etc. and to use the same as aforesaid and/ or in accordance with the rules, regulations, bylaws and terms of association to be formed by or among the apartment owners in the building.
- o. The Purchaser/s shall permit the Developer and/or owners association and/or his agents with or without workmen at all reasonable time to enter into and upon the apartment / parking space / garden / terrace or any part thereof for the purpose of repairing, maintaining, rebuilding cleaning and keeping in order and condition all services, drains, structures or other

conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting of the supply of water and electricity etc, to the Apartment/Parking Space/Garden/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/Garden, as the case may be who have defaulted in paying the share of the water, electricity and other charges.

- p. The common areas and other facilities shall remain un-divided and no Apartment Owners including the Purchaser/s shall bring any action for partition or division of any part thereof.
- q. The Purchaser/s in the event of leasing /sub-letting/mortgaging or parting with the legal right over the Schedule 'B Property shall keep informed the Developer or agency maintaining the common areas or Association of Owners about the tenancy/mortgaging/parting with the legal right over the Schedule B Property and giving all the details of the tenants/mortgagee and occupants. Upon leasing/sub-leasing or parting with legal rights, only the tenant/lessee shall be entitled to make use of the amenities in the place of Purchaser/s. Notwithstanding the leasing/sub-letting, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the building in "**SPECTRA RAYWOODS**".
- r. The Purchaser/s shall pay to the Developer and / or Owners Association as the case may be the following expenses in proportion to his share in Schedule B Property.
 - (i) Expenses of routine Maintenance which includes painting and other minor works and repairs.
 - (ii) Common expenses for Maintenance of lifts, pump sets, Generators, and other machineries, sanitary and electrical connections in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places expenses for the maintenance of the Building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the Estate Officer, Insurance charges, Watchman, Security Guards, Lift Operators, Plumbers, Electricians, Gardeners, Pumps and generator Operators etc.

SCHEDULE “G”
RESTRICTIONS ON THE PURCHASER/S RIGHT TO USE THE
CAR PARK SPACE

- a. That the Purchaser/s hereby agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.
- b. That the Purchaser/s hereby agrees to refrain from storing any inflammable material or goods in the car park.
- c. The Purchaser/s will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other residence owners.
- d. The Purchaser/s will not bring into or on the Purchaser/s 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/s car parks.
- e. The Purchaser/s will permit the staff managing the car parks in the SPECTRA RAYWOODS of the project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have duty to do so.
- f. The Purchaser/s vehicle shall at all times comply with all road markings, signs and directions of authorized persons.
- g. Vehicles of the Purchaser/s shall be parked within the lines designating the Purchaser/s car parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
- h. That the Purchaser/s hereby agrees to refrain from putting up any temporary or permanent constructions/erections/partitions on or around the car park.
- i. That the Purchaser/s shall not use the car park in any manner that would adversely affect any of the constructions raised by the Developer on the Schedule “A” Property.
- j. That the Purchaser/s agrees to strictly adhere to the rules and regulations that may be formulated by the Association of owners, as and when it is formed, or in default by a majority or owners of undivided shares in the Schedule “A” Property.

- k. That the Purchaser/s shall give right of passage to the Agents/Licensees/Workmen of other Owners of car park spaces for the purposes of repairing/cleaning/maintaining any of the common amenities provided at all times, on notice.
- l. That in the event of the Purchaser/s desiring to transfer or alienate the Schedule B Property shall do so provided that the car park space is transferred/alienated along with the said Schedule B Property as a composite unit.

SPA: The Developers have executed a Special Power of Attorney dated: _____ Registered as Document No. _____, CD No. _____ in favour of Mr. _____ to appear, present etc., before the _____, Bangalore.

IN WITNESS WHEREOF THE VENDORS, DEVELOPER AND THE PURCHASER/S HAVE SET THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED BEFORE THE WITNESSES ATTESTING HEREUNDER:

WITNESSES:

1. Signature:

Name:

Address:

VENDORS.
(By their POA Holder)

DEVELOPER

2. Signature:

Name:

Address:

PURCHASER/S