

:SREE:
:SALE DEED:

for

:Apartment No.____ in _____ Floor of `SBR KEERTHI:

THIS SALE DEED IS MADE AND EXECUTED ON THIS THE _____ DAY
OF _____, YEAR TWO THOUSAND EIGHTEEN (____/____/2018):

:BY:

(1) **Sri. L. N. RADHAKRISHNA SETTY**, Aged about 75 years, Son of late Sri.L.M.Narayana Setty, (1A) **Sri.SANTOSH. R.**, Aged about 42 years, Son of Sri.L.N.Radhakrishna Setty, Nos.1 and 1A are at No.107, 10th `D' Main Road, First Block,Jayanagar, BANGALORE – 560 011, (1B)**Smt. SUMA SHIVAKUMAR**, Aged about 46 years, Wife of Sri. K. G. Shivakumar, Daughter of Sri. L. N. Radhakrishna Setty, Second Floor,No.27/1, 7th Main Road, Second Block, Jayanagar, BANGALORE – 560 011, (2) **Sri. L. N. SREENIVASA GUPTHA**, Aged about 68 years, Son of late Sri. L. M. Narayana Setty, (2A) **Smt. SHRUTHI S. GUPTHA**, Aged about 37 years, Wife of Sri.Sudarshan, Daughter of Sri.L.N.Sreenivasa Guptha, (2B)**Smt. AVANTHI S. GUPTHA**, Aged about 34 years, Wife of Sri. Sharath, Daughter of Sri.L.N.Sreenivasa Guptha, Nos.2A and 2B are represented by their General Power of Attorney holder : **Sri.L.N.SREENIVASA GUPTHA**. Nos.2, 2A and 2B are at `Dhanvi', No.83, 27th Cross Road,13th Main Road, Fourth Block, Jayanagar East, BANGALORE – 560 011, (3) **Sri.L.N.SHEKAR**, Aged about 62 years, Son of late Sri.L.M.Narayana Setty, (3A) **Sri.RITESH. S.**, Aged about 30 years, Son of Sri. L. N.Shekar, Nos.3 and 3A are at Apt. No.604, Sixth Floor,`B' Block,Vaishnavi Paradise,47<sup>th</sup> `A' Cross,8th Block, Jayanagar, BANGALORE - 560 080, (4) **Sri. L. N. MUNIRATHNA SETTY**, Aged about 77 years, Son of late Sri. L. M. Narayana Setty, (4A)**Sri.M.SANJAY**, Aged about 50 years, Son of Sri. L. N. Munirathna Setty,Nos.4 and 4A are at No.73/1, 2nd Cross Road, Lavelle Road, BANGALORE – 560 001. All are represented by their General Power of Attorney Holder: **M/s.SBR HABIITAT LLP.**, A Limited Liability Partnership Firm, Having its Registered Office at Sy.No.24/5, Kadugodi – Hosakote Main Road, Seegehalli Village, BANGALORE– 560067,Represented by its Designated Partner :**Sri.T.VENUGOPAL**.

hereinafter referred to as the "**SELLERS**"

(Which expression wherever the context so requires shall mean and include their respective heirs, legal representatives, administrators, executors and assigns etc.,)
OF THE FIRST PART:

:AND:

M/s.SBR HABITAT LLP., A Limited Liability Partnership Firm, Having its Registered Office at Sy.No.24/5, Kadugodi – Hosakote Main Road, Seegehalli Village, BANGALORE-560067, Represented by its Designated Partner **:Sri.T.VENUGOPAL.**

hereinafter referred to as the **“BUILDER”**

(which expression wherever it so requires shall mean and include all its partners, their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

hereinafter referred to as the **“PURCHASER/S”**

(Which expression wherever the context so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors and permitted assigns etc.,) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the (i) Property measuring 00 Acres 34 Guntas in Sy.No.77, (ii) Property measuring 00 Acres 34 Guntas in Sy.No.77 (less 113.41 Sq. Mtrs., acquired for Road) presently measuring 00 Acres 32.88 Guntas, (iii) Property measuring 00 Acres 34 Guntas in Sy.No.77 (less 433.31 Sq. Mtrs., acquired for Road) presently measuring 00 Acres 29.72 Guntas and (iv) Property measuring 00 Acres 22 Guntas in Sy.No.77 (less 639.13 Sq. Mtrs., acquired for Road) presently measuring 00 Acres 9.238 Guntas, in all measuring 02 Acres 25.838 Guntas, all situated at Katamanallur Village, Bidarahalli Hobli, Hosakote Taluk, duly converted for non-agricultural purposes vide Conversion Order bearing No.ALN (E.B.K)SR/46/2016-17 dated 05/05/2017 issued by The Deputy Commissioner, Bangalore District, morefully described in Schedule `A' herein, was acquired by the Sellers 1, 2, 3 and 4 herein, by virtue of an allotment made in their favour in a partition held between themselves and their family members in terms of a Partition Deed dated 15/07/1999, registered as Document No.914/1999-2000 in Book-I, Volume-2258 at Pages 1 to 12, in the Office of the Sub-Registrar, Hosakote and subsequent to the aforesaid allotment, each of the allottees started enjoying the same with their respective children who are the other Sellers as absolute owners and all the revenue records disclose the names of respective allottees as owners in possession and enjoyment of the same and they have paid revenue taxes regularly. Subsequently portions of the said properties were acquired for road and after such acquisition, the Sellers continued to retain the remaining portion of the lands allotted to each of the Sellers 1, 2, 3 and 4 and which is morefully described in Schedule `A' herein.

WHEREAS the Sellers being interested in developing the Schedule 'A' Property, entrusted the same to the Builder herein for development of the same into a Mixed Use Development comprising of a Commercial Building facing Road and Residential Building behind the same on joint development basis by entering into a Joint Development Agreement dated 24/04/2017 registered as Document No.2230/2017-18 in Book-I and stored in C.D.No.SHVD253, in the Office of the Sub-Registrar, Shivajinagar, Bangalore and agreed to share the land and buildings in the ratios agreed and detailed therein and simultaneously executed a General Power of Attorney of even date registered as Document No.223/2017-18 in Book-IV and stored in C.D.No.SHVD253, in the Office of the Sub-Registrar, Shivajinagar, Bangalore, empowering the Builder to develop and sell in terms of the Development Agreement.

WHEREAS the Builder by virtue of the powers conferred upon them under the aforesaid Joint Development Agreement and the General Power of Attorney have secured a Licence and Plan sanctioned from Bangalore Development Authority, Bangalore, vide L.P.No.3/TS4/E/33/2017-18 dated 27/12/2017 for construction of a Residential Apartment Building comprising of 2 Basements, Ground and Fourteen Upper Floors and Terrace Floor and a Club House on the Fourteenth Floor and a Commercial Building comprising of 2 Basements, Ground and Five Upper Floors and identified the same as '**SBR KEERTHI**'.

WHEREAS the commercial development would be facing the main road and thereafter the remaining land is earmarked for residential development and club house. Under the scheme propounded by Sellers, the owners/occupants of the Commercial Building shall have no right in the residential development and similarly the owners/occupants of the residential development shall have no right in the commercial development and both are independent developments. The Club House shall be for the use and enjoyment of the owners/occupants of the Residential Development in the Schedule 'A' Property. This Agreement relates only in respect of residential development in the Schedule 'A' Property. ("**Project**")

WHEREAS the Real Estate Regulatory Authority has registered the Project vide **Registration No. _____ dated _____** in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as '**the Act**'.

WHEREAS the Sellers and Builder evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the Project will be nominated by the Builder to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in the Project only through the Builder and upon conveyance, the buyer will acquire title over the apartment got constructed. Upon such sale in the overall scheme, proportionate land share in residential development in the Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities, within the residential development in Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS the Sellers and Builder identified the apartments and built-up areas etc., falling to their respective shares in the Project in terms of an Allocation Agreement dated 29/08/2018 and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS in terms of the Scheme of ownership formulated by the Sellers and Builder the Purchaser/s herein being interested in owning an apartment in the Project described in Schedule 'C' herein also agreed to purchase proportionate share in the land in Schedule 'A' Property and described in Schedule 'B' herein and accordingly had entered into the Agreement to Sell dated _____ pursuant to which the Purchaser/s got constructed the Schedule 'C' Apartment.

WHEREAS under the aforesaid Joint Development Agreement and Allocation Agreement the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchaser/s under this Agreement shall belong to Builder and hence entitled to receive and appropriate all the amounts payable under this Agreement.

WHEREAS the Sellers and Builder, by executing a Deed of Declaration dated _____ registered as Document No. _____, Book I, CD No. _____ in the Office of the Sub-Registrar, _____, Bangalore, have also submitted the Project to the provisions of the Karnataka Apartment Ownership Act 1972 and Rules made thereunder and an 'Association' for Phase-I under name and style "**BRIGADE PANORAMA APARTMENT OWNERS' ASSOCIATION-I**" being formed under the said Karnataka Apartment Ownership Act, 1972.

WHEREAS the Purchasers after having gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertake to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchasers will enjoy all common areas and will not interfere in the reserved/restricted common areas which are detailed in the Deed of Declaration.

WHEREAS pursuant to the completion of the Project, the Purchasers have paid the entire Sale Consideration and Cost of Construction and all other amounts payable under the said Agreement to Sell dated _____ and detailed herein to the Builder and have now called upon the Sellers and Builder to execute this Deed of Sale.

WHEREAS in view of the compliance of the obligations by the Sellers and Builder under the Agreement to Sell aforesaid, the Purchasers approached the Sellers and Builder and agreed to complete the purchase of the property by agreeing to continue to comply with the terms and conditions incorporated in the Agreement to Sell in relation to ownership, possession, use and enjoyment of the Schedule 'C' Apartment and all the common areas, amenities and facilities in the Project and based upon the said assurances, the Sellers and Builder have come forward to execute this Sale Deed, pursuant to and in continuation of the Agreement to Sell.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the aforesaid Agreement and in consideration of the payment of the sale consideration of Rs. _____/- (**Rupees** _____ **Only**) paid by the Purchasers to the Builder (as desired and directed by the Sellers), the receipt of which sum the Builder hereby admits and acknowledges and acquits the Purchasers of any further payment and in consideration thereof, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchasers all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Sellers and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as are detailed in Schedule 'D' hereunder and subject to all those obligations as are detailed in Schedule 'E' hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Builder hereby confirms having transferred all their right in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchasers for the consideration received and acknowledged as above and by virtue of the sale herein and Deed of Declaration executed as aforesaid, the common areas including Schedule 'B' Property in Schedule 'A' Property stood vested in the Owners' Association on its formation in terms of RERA Act and read with Deed of Declaration registered under the Karnataka Apartment Ownership Act of 1972. In compliance with the applicable laws, the Sellers and the Builder have registered the Deed of Declaration in order to vest the Schedule 'B' Property and common areas in the Owners' Association. The Purchasers hereby agree that they shall at all times execute and do every such lawful assurances, deeds and things as may be reasonably required at Purchasers' cost for further and more fully conveying/vesting all common areas to the Owners' Association.

1) ASSURANCES:

The Sellers and Builder hereby covenant with the Purchasers that notwithstanding anything done or knowingly suffered, the Sellers and Builder hath good title, right and absolute power to sell, transfer and convey all and singular Property hereby conveyed, being the Schedule "B" and "C" Properties, to the Purchasers and that the Schedule 'B' and 'C' Properties and every part thereof shall at all times remain and be UNTO the Purchasers and be quietly entered into, upon, held, possessed and enjoyed by the Purchasers jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Sellers and Builder or anyone claiming through or in trust for them.

- 1.2) The Schedule 'A' Property is already subjected to the provisions of the Karnataka Apartment Ownership Act 1972 and a Deed of Declaration dated _____ registered as Document No. _____, Book I, CD No. _____ in the Office of the Sub-Registrar, _____, Bangalore. The Purchasers are fully aware of the same and having gone through the said Deed of Declaration, agree to be bound by the same and in addition to the rights and obligations conferred upon the Purchasers under this Sale Deed, the Purchasers also agree to comply with the Deed of Declaration and also the bye-laws annexed thereto.
- 1.3) The Purchasers along with this Sale Deed have also executed and registered a declaration in Form "B" under the Karnataka Apartment Ownership Act, 1972, adopting the Deed of Declaration and becoming members of the Owners' Association formed thereunder.

2) INDEMNITY:

The Sellers and Builder shall keep the Purchaser/s fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the Sellers and Builder or any persons having or claiming any estate, right, title or interest in or to the Properties hereby conveyed.

3) TITLE & TITLE DEEDS:

The Sellers and Builder have already delivered to the Purchaser/s photo copies of all the documents of title pertaining to the Schedule 'A' Property and the Purchaser/s has/have purchased Schedule 'B' and 'C' Properties being satisfied with the Sellers' title and Builder's right to develop Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers/Builder and the Purchaser/s to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall enure for the benefit of and be binding upon the Sellers/Builder and the Purchaser/s in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association in terms of the Act.

4) PROPERTY TAXES AND KHATA:

- 4.1) The Sellers/Builder will pay Municipal taxes and other rates and outgoings on the Schedule 'B' and 'C' Properties upto the date of completion of the construction of Schedule 'C' Property. Thereafter, the Purchaser/s shall be liable to pay the Municipal Taxes from the said date for the Schedule 'B' and 'C' Properties.
- 4.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property from the jurisdictional municipal office and Sellers/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

5) POSSESSION:

- 5.1) The Sellers and Builder, on or before execution of this Sale Deed, have delivered possession of the properties hereby conveyed by placing the Purchaser/s in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.
- 5.2) The Purchaser/s hereby confirm/s having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchaser/s has/have inspected and satisfied as to completion of all works in the Schedule 'C' Apartment and its fitness for occupation and the Purchaser/s has/have no claims against the Sellers and Builder in respect of the Schedule 'C' Apartment including but not limited to the following:
- a) correctness of the area of the Schedule 'C' Apartment and the Car Park allotted.
 - b) Common Area and Common Facilities provided in the Project as per the agreed Specifications set out in the Agreement to Sell.
 - c) quality of construction of 'Project' and of the Schedule 'C' Apartment.
 - d) electrification and plumbing etc., in the Schedule 'C' Apartment and in the Project.
 - e) facilities and services provided in Schedule 'C' Apartment and in the 'Project'.
 - f) construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 5.3) The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Sellers and/or Builder in relation to sale of Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirm that the Sellers and Builder have complied with all their obligations towards the Purchaser/s under the Agreement to Sell to the satisfaction of the Purchaser/s and hereby fully and completely discharge the Sellers and Builder from all their obligations under the said Agreement to Sell except those specifically reserved under this Sale Deed.

6) RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment;
- (ii) Undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

7) OBLIGATIONS OF PURCHASER/S:

- 7.1) The Purchaser/s has/have agreed that within the Project, all areas comprising of roads, footpaths, open spaces, clubhouse swimming pool, all other facilities, water tanks, supply networks and sewer networks, storm water drainage, electric poles, etc., will always remain the property of the Sellers and Builder until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on such completion. However the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Sellers/Builder.
- 7.2) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.

7.3) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Sellers and Builder as follows:-

- (i) To maintain the said Apartment at his/her/their own cost in good and tenable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Sellers and/or to the Builder.
- (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Sellers/Builder.
- (iii) To pay within fifteen days of demand by the Sellers/Builder his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (iv) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- (v) If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule 'B' Property.

- (vi) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Sellers/Builder would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Sellers/Builder of any instances of taxes on this Agreement, accruing in future.(CHECK)
 - (vii) To undertake to use the Schedule 'C' Property – Apartment for residential purposes only and shall not use for any commercial or illegal activities.
 - (viii) To own and enjoy Schedule 'C' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchaser/s in the Project.
 - (ix) To use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., more particularly defined under the Act in the Project as and when permitted in common with other purchaser/s and other occupants of development in the Project. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.
- 7.4) The Purchaser/s shall not require or undertake by himself/herself/themselves before/after delivery of possession of Schedule 'C' Apartment, any additions / deletions / modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Sellers/Builder. The Sellers'/Builder decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Sellers/Builder.

- 7.5) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Sellers/Builder. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Sellers/Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Sellers/Builder. The Sellers/Builder are not answerable for any thefts during the course of the interior works.
- 7.6) The Purchaser/s will not object to the rights of the Builder in allotting the covered/mechanical/stacked/open car parking spaces/ garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Builder in this regard shall be final and binding on the Purchaser/s.
- 7.7) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 7.8) The Purchaser/s agrees that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.
- 7.9) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 7.10) The Builder as aforesaid will be developing the buildings in Schedule 'A' Property. The Purchaser/s is/are aware that the development in the adjoining buildings and/or in subsequent developments will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this Sale Deed.
- 7.11) The Builder has the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other buildings in **the Project** and the Purchaser/s shall have no objection/make any claims in respect thereto.

7.12) The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Sellers and Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Sellers and Builder under this Sale Deed, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Sellers/Builder, all necessary assistance and co-operation, to enable the Sellers/Builder to exercise and avail of the same.

7.13) The Purchaser/s shall have no right in the areas earmarked for the Commercial Development in the Schedule 'A' Property and/or the proposed Building to be built thereon and the amenities and facilities provided for the same. Similarly the owners/occupants of the Commercial Development shall have no right of whatsoever nature in the Residential Development and/or the amenities and facilities provided therefor. The entry and exit to the commercial development is independent of the entry and exit to the residential development and in view thereof the Purchaser/s herein shall make use of such entry and exit as are provided for the residential development.

8) CLUB HOUSE:

8.1) The Builder has provided a Club House for the use and enjoyment of all owners/occupants in the Project and Purchaser/s shall be required to pay the prescribed amount towards membership fee and utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchaser/s. In the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

8.2) The Purchaser/s agree/s and understand/s that the Purchaser/s shall have conditional right of usage of the facility which may be provided in the club within the Project. This right of usage is limited to the club within the Project only. The Builder / Maintenance Agency shall have the right to formulate the management, structure and policy, rules and regulations for the said club and upon intimation of the formalities to be complied with, the Purchaser/s undertake/s to fulfill the same. It is understood that the club usage is limited only to the occupants of the Apartments in the Project and the Builder may make suitable provisions and covenants to this effect and in the necessary documents which the Purchaser/s agree/s and undertake/s to comply with, without raising any objection. It is understood that the entire operating cost of the said club facilities improvement/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Purchaser/s from time to time, shall in no way constitute any portion of the Total Sale Consideration of the Said Apartment shall be paid extra by the Purchaser/s.

8.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association

and till then it will be exclusively with the Sellers/Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-

- (i) admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of apartments/built spaces in Schedule 'A' Property.
- (ii) refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
- (iii) fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
- (iv) frame the rules and regulations regarding usage of the facilities in the Club House.

8.4) The Sellers/Builder shall have a right of ingress and egress to the Club by using the **roads** and other facilities in the Project by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permitted by them.

8.5) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in **the Project**, shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers/Builder, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Sellers/Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Sellers/Builder and their agents/assigns, (iv) and are entitled for the following:-

- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club on payment of admission fee prescribed by the Sellers/Builder.
- (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Sellers/Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Sellers/Builder subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the club as dependent members.

8.6) The Sellers/Builder may themselves run the Club and/or engage any person/s to run the club and its activities till it is handed over to the Association. The Sellers/Builder are not responsible for either quality of services or the cost at which services are provided in the club.

9) OWNERS ASSOCIATION:

- 9.1) The Purchaser/s have become member/s of the Association of Owners. The Owners' Association is governed by a Deed of Declaration executed by the Sellers and Builder and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 9.2) It is specifically made clear that the said Owners' Association is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.
- 9.3) That on the Project being handed over to the Association, the Sellers/Builder 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 Areas, 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.

10) MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT:

- 10.1) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchasers of the apartments. The Purchaser/s shall pay to Sellers/Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.
- 10.2) The Purchaser/s shall permit the Sellers/Builder and/or Association, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

11) COMMERCIAL DEVELOPMENT:

- 11.1) The Sellers/Builder as aforesaid have envisaged construction of a Commercial Building in portion of Schedule 'A' Property and facing Road which will have 1st Basement, 2nd Basement, Ground and Five Upper Floors. The said building will have separate entry and exit from the Main Road. The car parking areas reserved for commercial development in Basement Floor will also have separate entry and exit. The owners/occupants of the Commercial Building will have no right to enter any of the floors in the Residential Building and similarly the owners/occupants of the residential building shall have no right to enter either in the car parking areas nor in any floors in the Commercial Building. Both the developments are independent of each other except that the undivided share in the land is distributed to all the owners/occupants of both residential and commercial building.
- 11.2) The Sellers/Builder and/or its transferees will be using the Commercial Building for retail/office/commercial and various other establishments and businesses. The Purchaser/s is/are fully aware of the said usage of the Commercial Building in the Schedule 'A' Property and have no objection in respect thereto. The Purchaser/s has/have come forward to own the apartment in Residential Building with full notice of the said fact and undertake not to object for such activities in the Commercial Building.
- 11.3) That in the event of the Commercial Building and/or Residential Building are to be redeveloped/constructed afresh on account of any dilapidation/demolition of the respective buildings, the owners/occupants of the respective building are entitled to construct such buildings at the place where it will be now situated.

12) NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of **the Project viz., 'SBR KEERTHI'** in Schedule 'A' Property.

13) DEFECT LIABILITY PERIOD:

- (a) The Defect liability period shall be for a period of 5 (five) years from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers/Builder. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Sellers/Builder are neither liable nor responsible. Subject to the terms as stated in this clause the Sellers/Builder shall endeavour to rectify the defect

within a period of 30 days of such defect being notified in writing to the Sellers/Builder.

- (b) The Sellers/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment.
- (c) The Sellers/Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

14) APPLICABILITY:

The Agreement to Sell between the Sellers, Builder and the Purchaser/s and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property and Schedule 'C' Apartment for the Purchaser/s and in the event of there being any inconsistency in terms, conditions, covenants, rights and obligations of the parties detailed in these three documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the said Agreement, as otherwise Agreement to Sell and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

15) STAMP DUTY & REGISTRATION FEE:

This Sale Deed has been made, executed and registered at the cost of the Purchaser/s and the Purchaser/s has/have borne the stamp duty, registration fee payable on this deed and if any further stamp duty and registration fee is demanded by the registration authorities under whatever proceedings, the same shall only be borne by the Purchaser/s. The Sellers and Builder shall have no liability in respect thereof.

16) PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Seller No.1	ACLPR 9489 B
Seller No.2	ADLPG 4537 G
Seller No.3	
Seller No.4	
Builder	ADGFS 9430 F

Purchaser/s	
-------------	--

:SCHEDULE 'A' PROPERTY:
(Description of entire Property)

All that Property measuring 02 Acres 25.838 Guntas in Sy.No.77, situated at Katamanallur Village, BidarahalliHobli, Hosakote Taluk, presently Bangalore East Taluk,duly converted for non-agricultural purposes vide Conversion Order bearing No.ALN (E.B.K)SR/46/2016-17 dated 05/05/2017 issued by The Deputy Commissioner, Bangalore District and bounded by :-

East	:	Private Property;
West	:	Private Property;
North	:	Service Road of Old Madras Road; and
South	:	Private Property.

:SCHEDULE 'B' PROPERTY:

_____ **Sq. Ft.**,Undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

:SCHEDULE 'C' APARTMENT:

All that Residential Apartment bearing No._____ in _____ Floor of the Projectviz. **'SBR KEERTHI'** being built in Schedule 'A' Property and apartment measuring _____ **Sq. Feet** of carpet area or _____ **Sq. Feet**, of Built-up Area and _____ **Sq. Feet** of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring _____ **Sq. Feet** of super built up area approximately,with right to use _____ **Open/Covered** Car Parking Space/s in the Lower/Upper Basement level/Ground Level and the apartment is bounded by :

East	:
West	:
North	:
South	:

The Apartment is shown in Annexure-5 attached hereto.

The walls are built out of Solid Blocks and Cement with RCC Roofing and Vitrified/Ceramic Flooring and it has electricity, water and sanitary connections. The wood used is Teak/Sal/ UPVC/Aluminum Sliding/Fixed Panels.

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

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment while owning and possessing the said Properties:

- 1) The right to own an Apartment described in the Schedule 'C' above for residential purposes.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or Owners Association.
- 8) Right to use and enjoy the **common roads**, common areas and parks and open spaces and common facilities in **the Project** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the **common roads** and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.

- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
- a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Sellers//Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

- 1) The Purchaser/s shall be bound by the following obligations :
 - a) Not to use the space left open after construction in Schedule `A' Property or in **the Project** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - b) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule `A' Property.
 - c) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule `A' Property.
 - d) Not to make any arrangements for maintenance of the building referred to in Schedule `A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser/s shall has/have no objection whatsoever to the Sellers/Builder managing the building in Schedule `A' Property or handing over the common areas and the facilities to the association as soon as it is taken over and pending the same, the Sellers/Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking. The Sellers/Builder or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule `A' Property and also service charges for undertaking the said task.
- 3) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.

- 4) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
- 5) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings 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 promptly report to the Sellers/Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 6) 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 Sellers/Builder for duly implementing the terms and intent of this Sale Deed.
- 7) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in **the Project**.
- 8) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 9) The Purchaser/s of apartments in **the Project** shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:-
 - a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Sellers/Builder or the Owners' Association differ from the colour scheme of the building.
 - c) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - d) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.

- e) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - f) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - g) Use the apartment for any illegal or immoral purposes.
 - h) Drape clothes in the balconies and other places of building.
 - i) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - j) Use the Schedule 'C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - k) Use the Schedule 'C' apartment for training any skill or art or occupation or conduct any teaching classes.
- 10) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
 - 11) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, **roads** and open spaces left open in the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers/Builder or Agency maintaining the common areas and facilities in **the Projector** by the Owners Association.
 - 12) The Purchaser/s shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
 - 13) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.

- 14) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in **the Project**.
- 15) The Purchaser/s shall pay to the Sellers/Builder or maintenance company or Owners' Association as the case may be the following expenses on prorate basis.
 - a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **the Project** including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **the Project**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, **roads**, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1)

for **M/s. SBR HABITAT LLP.,**

Designated Partner.
General Power of Attorney Holder of
SELLERS

2)

for **M/s. SBR HABITAT LLP.,**

Designated Partner.
BUILDER

PURCHASER/S.

Drafted By:

Sri.
Advocate,
Bangalore.