

DEED OF SALE

THIS **DEED OF SALE** EXECUTED ON THIS THE _____ DAY OF _____ TWO THOUSAND _____ (____/____/202____) AT BANGALORE BETWEEN:

Smt. M.S. SUDHARANI, aged about 61 years, wife of Sri. M.N. Sathish, residing at 'MANASA', No. 1507, 9th Main Road, Third Block, Jayanagar, Bangalore 560 011, represented herein by its Power of Attorney, M/s. Prestige Estates Projects Ltd. a company incorporated under the provisions of Companies Act, having its registered Office at Prestige Falcon Tower, No.19, Brunton Road, Bangalore - 560 025 represented by its Authorised Signatory, hereinafter collectively referred to as the "**OWNER**" (which expression wherever it so requires shall mean and include its successors in interest and assigns) **OF THE FIRST PART;**

AND

M/s. PRESTIGE ESTATES PROJECTS LTD. company incorporated under the provisions of Companies Act, having its Reg. Office at "Prestige Falcon Tower", No.19, Brunton Road, Bangalore - 560 0251 represented by its Authorised Signatory, hereinafter called the "**DEVELOPER**" (which expression wherever it so requires shall mean and include all its successors-in-interest, and assigns etc.) **OF THE SECOND PART**

(the Owner and the Developer are collectively herein after referred to as the Sellers)

AND

MR. Aged about years S/o. Both are Residing at :	Aged about years
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hereinafter referred to as the "**PURCHASER/S**" (which expression shall wherever the context so requires or admits, mean and include all his/her/their legal heirs, representatives, executors administrators and permitted assigns) **OF THE OTHER PART:**

WHEREAS the Owner herein is the sole and absolute owner of the property being non agricultural, converted, contiguous and compact block of vacant lands measuring (i) 1 Acre 24 Guntas in Survey No.7/2 (New Sy. No. 53), (ii) 4 Acres in Sy.No.7/3 (New Sy. No. 51) (iii) 1 Acre 5 Guntas in Sy.No.7/4 (iv) 3 Acres 38 Guntas (excluding 2 guntas of karab) in Sy.No.7/5, (v) 3 Acres 37 Guntas (excluding 3 guntas of karab) in Sy.No.7/6 (New Sy. No. 52) and (vi) 0 Acre 29 Guntas (excluding 1 gunta of karab) in Sy.No.7/10 (New Sy. No. 45P), in all totally admeasuring **15 Acres 13 Guntas**, all situated in **Uttarahalli Manavarthe Kaval Village**, Uttarahalli Hobli, Bangalore South Taluk, duly converted for non-agricultural residential purposes vide Orders of the Special Deputy Commissioner, Bangalore District, Bangalore bearing (1) No.ALN.SR.236/02-03 dated 13/12/2002, (2) No.ALN.SR.237/02-03 dated 13/12/2002 and (3) No.ALN.SR.274/01-02 dated 22/06/2001, more fully described in SCHEDULE 'A' hereunder and hereinafter referred to as the "**SCHEDULE 'A' PROPERTY**" for the sake of convenience and brevity, having purchased the same under the Sale Deeds detailed below ;

- a) Sale Deed dated 08/03/1995 executed by Sri.Govindappa and others in favour of Owner registered as Document No.13459/1994-95 in Book-I, Volume-1204 at Pages 30 to 36 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 13 Guntas in Sy.No.7/2;
- b) Sale Deed dated 08/03/1995 executed by Sri.Rangappa, Govindappa and others in favour of Owner registered as Document No.13364/1994-95 in Book-I, Volume-1190 at Pages 224 to 230 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 13 Guntas in Sy.No.7/2;
- c) Sale Deed dated 06/07/1994 executed by Sri.Munigangappa and others in favour of Owner and one Sri.K.V.Sridhar registered as Document No.3596/1994-95 in Book-I, Volume-1006 at Pages 94 to 105 in the Office of the Sub-Registrar, Kengeri, in respect of Property measuring 4 Acres in Sy.No.7/3;
- d) Release Deed dated 18/07/2001 executed by Sri.K.V.Sridhar in favour of Owner registered as Document No.4499/2001-02 in Book-I and stored in C.D.No.66, in the Office of the Sub-Registrar, Kengeri, in respect of his 50% undivided share in 4 Acres in Sy.No.7/3;
- e) Sale Deed dated 08/03/1995 executed by Sri.Muniswamappa in favour of Owner registered as Document No.1219/1995-96 in Book-I, Volume-1268 at Pages 1 to 7 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 5 Guntas in Sy.No.7/4;
- f) Sale Deed dated 15/02/1995 executed by Sri.G.Ramaiah in favour of Owner and one Smt.K.V.Vanaja registered as Document No.13460/1994-95 in Book-I, Volume-1204 at Pages 37 to 42 in the Office of the Sub-Registrar, Kengeri, in respect of Property measuring 4 Acres in Sy.No.7/5;

- g) Release Deed dated 23/06/2005 executed by Smt.K.V.Vanaja in favour of Owner registered as Document No.7415/2005-06 in Book-I and stored in C.D.No.KEND214, in the Office of the Sub-Registrar, Kengeri, in respect of her 50% undivided share in 4 Acres in Sy.No.7/5;
- h) Sale Deed dated 08/03/1995 executed by Sri.H.Jaishankar and others in favour of Owner registered as Document No.13586/1994-95 in Book-I, Volume-1203 at Pages 7 to 12 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 14 Guntas in Sy.No.7/6;
- i) Sale Deed dated 08/03/1995 executed by Sri.T.H.Hanumanthu and others in favour of Owner registered as Document No.13587/1994-95 in Book-I, Volume-1199 at Pages 43 to 52 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 13 Guntas in Sy.No.7/6;
- j) Sale Deed dated 08/03/1995 executed by Sri.T.H.Munihanumaiah and others in favour of Owner registered as Document No.13588/1994-95 in Book-I, Volume-1188 at Pages 205 to 211 in the Office of the Sub-Registrar, Kengeri, in respect of 1 Acre 13 Guntas in Sy.No.7/6;
- k) Sale Deed dated 04/10/1995 executed by Smt.Venkatamma and others in favour of Owner registered as Document No.7775/1995-96 in Book-I, Volume-1350 at Pages 185 to 188 in the Office of the Sub-Registrar, Kengeri, in respect of 0 Acre 30 Guntas in Sy.No.7/10;

WHEREAS the Schedule 'A' Property is converted for non-agricultural purposes vide orders of the Special Deputy Commissioner, Bangalore District i.e. (1) No.ALN.SR.236/02-03 dated 13/12/2002, (2) No.ALN.SR.237/02-03 dated 13/12/2002 and (3) No.ALN.SR.274/01-02 dated 22/06/2001 ;

WHEREAS the Owner being desirous of better utilising the Schedule 'A' Property and getting the same developed negotiated with the Developer herein, which is engaged in the business of development of real estate to develop the Schedule 'A' Property into residential apartment buildings on joint development basis and the Owner and the Developer had entered into :

- a) Joint Development Agreement dated 14/02/2013, registered as Document No.9726/2012-13 in Book-I, stored in C.D.No. BHMD12, at the office of the Sub-Registrar, Bommenahalli, Bangalore (hereinafter to as 'First Development Agreement);
- b) Development Agreement dated 18/05/2015, registered as Document No. 1089/15-16, Book I, stored in C.D. No. BMHD706, in the office of the Sub-Registrar, Bommenahalli, Bangalore (herein after referred to as the Second Development Agreement) ;

WHEREAS in in terms First Development Agreement the Owner had entrusted 02 Acres in Survey No.7/2, 3 Acres 20 Guntas in Sy.No.7/3, 1 Acre 5 Guntas in Sy.No.7/4, 4 Acres in Sy. No.7/5, 4 Acres in Sy.No.7/6 and 0 Acre 30 Guntas in Sy.No.7/10, in all totally admeasuring 15 Acres 15 Guntas and in terms of Second Development Agreement the Owner had entrusted the remaining portion of Sy. No.7/3 measuring 20 Guntas. Thus, under the First and the Second Development Agreements (herein after collectively referred to as the Development Agreements) the Owner had entrusted totally 15 Acres 35 Guntas of land comprised in various survey numbers stated above all situated in Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, duly converted for residential usage vide the aforesaid orders of conversion issued by the Special Deputy Commissioner, Bangalore District ;

WHEREAS the department of survey and office of the Thasildar Bangalore South Taluk had assigned new survey numbers to some of the lands i.e. Sy. No.7/3 has been assigned with new Sy. No. 51, Sy. No. 7/6 has been assigned with new Sy. No. 52, Sy. No. 7/10 has been assigned with new Sy. No. 45P and Sy. No. 7/2 has been assigned with new Sy. No. 53, Sy. Nos. 7/4 & 7/5 have not been assigned with any new survey number and continue to retain their existing numbers as per the revenue records ;

WHEREAS pursuant to the Development Agreements, the Developer had applied to Bangalore Development Authority (BDA) for sanction of a Residential Development Plan for development of the Schedule 'A' Property as residential apartment buildings and the BDA vide Work Order No. BDA/TPM/DLP-54/2014-15/1439/2018-19 dated 13/11/2018 has sanctioned the Residential Development Plan approving the construction of 3 large apartment Buildings consisting of 15 Towers;

WHEREAS the BDA, while sanctioning the aforesaid Development Plan, had deducted an extent of 6 Guntas as Kharab land in Sy. Nos. 52, 45P & 7/5 and based on the physical possession of the Owner taken the extent of Sy. No. 7/2 i.e. New Sy. No. 53 at 1 Acre 24 Guntas, as the remaining 16 Guntas was utilized by BDA for formation of 60 feet road. In all the BDA has sanctioned the aforesaid Development Plan on an extent of 15 Acres 13 Guntas i.e. lands as described in Schedule 'A' hereunder, the Schedule 'A' Property ;

WHEREAS the Developer had also secured sanction of detailed building construction plans from the Bruhat Bangalore Mahanagara Palike (BBMP) vide No. BBMP/Addl.Dir/JDSouth/LP0045/18-19 dated 24/04/2019. The Development Plan and the building constructions plans approved by the BDA and BBMP are herein after referred to as the Sanctioned Plans. The Developed has also obtained all other approvals necessary for commencement of construction as per the Sanctioned plans.

WHEREAS and as per the Sanctioned Plans the Schedule 'A' Property is permitted to be developed as residential apartment buildings detailed below :

(a)	Building No. 1,	7 interconnected Towers i.e. Tower 1 to Tower 7, with 1 Basement, Ground + 14 Upper Floors plus the club house with Ground and two upper floors
(b)	Building No. 2,	5 interconnected Towers i.e. Tower 8 to Tower 12, with two Basements, Ground + 14 Upper Floors
(c)	Building No. 3	3 interconnected Towers i.e. Tower 13 to Tower 15, with 1 Basement, Ground + 14 Upper Floors
totally in all containing 1680 residential apartment units of various sizes and types.		

WHEREAS pursuant to the receipt of Sanctioned Plans the Owner and the Developer have entered into a Supplementary Agreement dated 02/03/2020, in terms of which the Owner and the Developer have agreed to share the revenue (instead of built up area) arising from the sale of the apartments and undivided share of land comprised in the Schedule 'A' Property in the ratio of 32% to the Owner and 68% to the Developer. The Owner and the Developer have agreed to name and identify the development in or upon the Schedule 'A' Property by the name '**PRESTIGE PRIMROSE HILLS**' ;

WHEREAS in terms of the aforesaid Development Agreements and the Supplementary Agreement the Owner has empowered the Developer to sell the entire Schedule 'A' Property and the apartments to be constructed therein to interested purchasers under its brand and the Owner has executed in favour of the Developer following powers of attorney :

- a) General Powers of Attorney dated 14/02/2013, registered as Document Nos. 646 & 647/2012-13 in Book-4, stored in C.D.No.BHMD12, at the office of the Sub-Registrar, Bommenahalli, Bangalore;
- b) General Power of Attorney dated 18/05/2015, registered as Document No. 85/15-16, Book IV, stored in C.D. No. BMHD706, in the office of the Sub-Registrar, Bommenahalli, Bangalore ; and
- c) General Power of Attorney dated 02/03/2020, registered as Document No. ____/19-20, Book IV, stored in C.D. No. _____, in the office of the Sub-Registrar, Bommenahalli, Bangalore

WHEREAS pursuant to all the above the Developer undertook development the Schedule "A" Property, into a residential apartment buildings along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development in the Schedule "A" Property, the entire development is known as "**PRESTIGE PRIMROSE HILLS**" and hereinafter referred to as the "**Project**" and as per the Sanctioned Plans the Project consists 3 large apartment Buildings, identified as Building No. 1, Building No. 2 & Building No. 3, each Building consisting of:

(a)	Building No. 1	7 interconnected Towers i.e. Tower 1 to Tower 7, with 1 Basement, Ground + 14 Upper Floors plus the club house with Ground and two upper floors
(b)	Building No. 2	5 interconnected Towers i.e. Tower 8 to Tower 12, with two Basements, Ground + 14 Upper Floors
(c)	Building No. 3	3 interconnected Towers i.e. Tower 13 to Tower 15, with 1 Basement, Ground + 14 Upper Floors
totally in all containing 1680 residential apartment units of various sizes and types.		

WHEREAS the Developer, phased the development of the entire Project in Two Phases as detailed below:

a) In Phase I the Developer undertook construction of :

(a)	Building No. 1	7 interconnected Towers i.e. Tower 1 to Tower 7, with 1 Basement, Ground + 14 Upper Floors plus the club house with Ground and two upper floors
(b)	Building No. 3	3 interconnected Towers i.e. Tower 13 to Tower 15, with 1 Basement, Ground + 14 Upper Floors

totally containing 1120 apartments ; and

b) In Phase II the Developer undertook the construction of :

(c)	Building No. 2	5 interconnected Towers i.e. Tower 8 to Tower 12, with two Basements, Ground + 14 Upper Floors
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totally containing the remaining 560 apartments, thereby completing the entire Project. The Common Areas and Common Amenities remained common to both the phases, however each phase had different Completion Period and the Schedule 'A' Property also remained common to both the Phases ;

WHEREAS the Phase I of the Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, which has granted Registration No. _____ dated _____ to the said Phase of the Project ; and

WHEREAS the Prestige Primrose Hills - Phase II has been registered under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, which has granted Registration No. _____ dated _____ to Phase – II of the Project ;

WHEREAS pursuant to receipt of RERA registration referred a above the Sellers had propounded a Scheme of ownership of apartments in Phase II of the said Project in terms of which, any person/s interested in owning an Apartment in Phase II of the Project will be entitled to acquire undivided share in the Schedule “A” Property corresponding to the super built up area of the apartment agreed to be constructed for the purchaser in the Phase II of the Project and the Purchaser herein had made applied for allotment of an Apartment in Phase- II of the Project and the Purchaser was allotted Apartment No. _____ on the ____ Floor of ____ Tower in the Project **“PRESTIGE PRIMROSE HILLS – PHASE II”** having a carpet area of ____ square feet and super built up area of _____ square feet along with _____ car parking slot no. ____ in the ____ basement, collectively set out in Schedule “C” (Schedule ‘C’ Apartment) with proportionate share in the Common Areas of the Project;

WHEREAS the Parties hereto also had entered into an Agreement to Sell dated _____ wherein the Owner had agreed to sell to Purchaser, for the Sale Consideration agreed therein, the undivided share in the Schedule “A” Property, more fully described Schedule B hereunder and hereinafter referred to as the Schedule B Property, corresponding to the super built up area of the Schedule C Apartment agreed to be constructed for the Purchaser by the Developer for the mutually agreed Cost of Construction stipulated therein ;

WHEREAS pursuant to the above the Developer has completed the Project in all respect as evidenced by Occupancy Certificate dated _____ issued BBMP. The Developer has delivered the possession of the Schedule C Apartment to the Purchaser thereby discharging its obligation of completion and delivery under the aforesaid Agreement to Sell ;

WHEREAS the Sellers/Developer, 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 have constituted an ‘Association’ under name and style **“PRESTIGE PRIMROSE HILLS APARTMENT OWNERS ASSOCIATION”** under the said Karnataka Apartment Ownership Act 1972;

WHEREAS the Purchaser after having gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertakes to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchaser along with this Sale Deed has also executed and registered a declaration in Form "B" under the Karnataka Apartment Ownership Act, 1972 adopting the Deed of Declaration and becoming member of the Owners Association formed thereunder;

WHEREAS pursuant to the completion of the Project the Purchaser has taken possession of the Schedule C Apartment by paying the entire Sale Consideration and Cost of Construction and all other amounts payable under the said Agreement to Sell dated _____ to the Sellers and has now called upon the Sellers to execute this Deed of Sale;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. CONVEYANCE :

In pursuance of the foregoing, and in consideration of the Sale Consideration of Rs. _____/- (**Rupees _____ Only**) paid by the Purchaser to the Sellers, the receipt of which the Sellers hereby accept and acknowledge in full and final settlement and acquit the Purchaser from paying any further amount, the Sellers hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, all that undivided share in the land comprised in the Schedule "A" Property, which is more fully described in the Schedule "B" written hereunder together with all that Apartment described in Schedule 'C' hereunder constructed by the Developer for the Purchaser under the Scheme and collectively hereafter after referred to as "**THE PROPERTY HEREBY CONVEYED**" with all rights, easements and privileges appurtenant thereto, and also enjoy in common all the Common Areas and Common Amenities in the Project, together with all those rights detailed in Schedule 'D' herein and subject to all the obligations detailed in Schedule 'E' herein, TO HAVE AND TO HOLD THE SAME ABSOLUTELY AND FOREVER, free from all encumbrances, charges, claims of any kind, subject to the terms , condition and covenants herein contained.

2. POSSESSION:

- 2.1 The Sellers, on or before execution of this Sale Deed, have delivered possession of the PROPERTY HEREBY CONVEYED by placing the Purchaser in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.

- 2.2 The Purchaser 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 have no claims against the Sellers/Developer 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 Amenities 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 building 'Project'.
 - f) construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 2.3 The Purchaser hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Developer/Sellers in relation to sale Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirm that the Developer/Sellers have complied with all their obligations towards the Purchaser under the Agreement to Sell to the satisfaction of the Purchaser and hereby fully and completely discharge the Sellers from all their obligations under the said Agreement to Sell except those specifically reserved under this Sale Deed.

3. CLUB AND MEMBERSHIP OF THE CLUB:

- 3.1 The Developer has constructed a Club House in a portion of the Schedule 'A' Property (i.e. attached to Building 1) consisting of a gymnasium, swimming pool, multipurpose hall, mini-theatre, badminton court, table tennis room, and spaces for a convenience store crèche, yoga/aerobics. (hereinafter referred to as the Club). The club house and amenities therein shall be Common Area and Common Amenity and only the Owners/Occupants of Apartments in Prestige Primrose Hills (both phases included) shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may be prescribed by the Developer or the agency appointed for

the maintenance of the common areas and facilities in Prestige Primrose Hills or the agency operating the Club or the Owners Association, from time to time.

- 3.2 The owners /occupants of apartments in Prestige Primrose Hills are not required to pay any membership fee to get admitted to this Club. However, no owner of an Apartment in Prestige Primrose Hills shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The Purchaser and his immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the apartment is leased/rented out by the Purchaser, the occupant of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.
- 3.3 The owners/occupants of the Apartments in Prestige Primrose Hills shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Developer/Agency operating the Club/Owners Association, from time to time.
- 3.4 The Developer shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the owners and occupants of Apartments.
- 3.5 The facilities of the Club is available for the benefit of the owner/occupant of the Apartments in Prestige Primrose Hills and in the event of transfer of ownership of the Apartment, the transferee of the Apartment will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.
- 3.6 The Purchaser shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club from time to time for using the facilities therein including payments of necessary charges.

4. FORMATION OF OWNERS ASSOCIATION AND MEMBERSHIP OF THE OWNERS ASSOCIATION:

- 4.1 The Purchaser has become member of Owners Association by executing this Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the Schedule "A" Property and accordingly the Purchaser has also executed the Form 'B' under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.

- 4.2 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for maintaining the Common Areas of the Project and all the Common Amenities and Facilities in the Project.
- 4.3 The Purchaser/s are aware that the Sellers will be maintaining the Project for a period of one year from the date of the Occupation Certificate as provided in the Act or on the Owners Association taking over the Common Areas and Common Amenities and Facilities of the Project, whichever is earlier. On and from the expiry of one year from the date of Occupation Certificate being issued or the from the date of handing over the Common Areas and the Common Amenities and Facilities of the Project, whichever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. It is hereby clarified that the Sellers shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

5. THE SELLERS COVENANT WITH THE PURCHASER/S AS FOLLOWS:

- (a) That the Purchaser shall be entitled to hold, possess and enjoy the Property Hereby Conveyed, being entitled to the rights detailed in Schedule 'D' hereunder and subjected to the obligations specified Schedule 'E' to this Sale Deed;
- (b) The Sellers are the absolute owner of the Property Hereby Conveyed with exclusive possession of the Property Hereby Conveyed and no person other than the Sellers have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Property Hereby Conveyed ;
- (c) The Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Property Hereby Conveyed;
- (d) There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Property Hereby Conveyed in the manner herein contemplated;
- (e) All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (f) The Sellers have the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;

- (g) That the Sellers have delivered a set of photo copies of the documents of title, all the approvals and Sanctioned Plan , to the Purchaser and will deliver all the original documents of title to the Owners Association being held for the benefit of all co-owners of the Schedule "A" Property;
- (h) That the Sellers will do and execute all acts, deeds and things as may be required by the Purchaser/s and at the cost of the Purchaser/s, for more fully and perfectly assuring the title of the Purchaser/s to the Property Hereby Conveyed;
- (i) That the Sellers shall keep the Purchaser fully indemnified and harmless against any action or proceedings or liability, cost or claim that may arise against the Purchaser/s or the Property Hereby Conveyed by reason of any defect in or want of title on the part of the Sellers;

6. THE PURCHASER/S COVENANT/S AND UNDERTAKE/S AS UNDER:

- (a) The Purchaser/s shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Project and any part of the Limited Common Areas and which may be allotted to any other Purchaser/s of the Apartments in the Project. The Purchaser/s shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser/s.
- (b) That the Purchaser/s shall be entitled to the rights and bound by the obligations imposed upon the Purchaser/s under this Sale Deed and that the Purchaser/s shall abide by all the rules and regulations imposed by the Sellers or the Owners Association in regards to the Project.
- (c) That the Purchaser/s hereby accept to conform to the rules and regulation that have been framed while subjecting the Schedule "A" Property and the Property Herby Conveyed constructed thereon under the provision of the Karnataka Apartment Ownership Act, 1972.
- (d) That the Purchaser is in full knowledge of the Applicable Laws applicable to the Project and that the Purchaser/s hereby undertake/s that the Purchaser/s shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Property Herby Conveyed at the Purchaser's/s' own cost.
- (e) The Purchaser has consented to become the member of the Owners Association formed. The Purchaser along with this Sale Deed have also executed Form B as provided in the Karnataka Apartment Ownership Act, 1976.

- (f) That the Purchaser shall regularly pay the maintenance charges that may be charged by the Sellers or the Association or the Agency employed for such maintenance of the Project and the Purchaser/s shall also pay any maintenance deposit/sinking fund amounts.
- (g) The Purchaser covenant that the Purchaser shall comply with all the rules, regulation, laws, notifications under Applicable Law, applicable to the Project in general and Project in particular, as may be prescribed by the Statutory Authority and/or the Association of Owners.
- (h) The Purchaser along with the other Owners of the Project shall at all times ensure that all necessary certificates, licenses, permits, permissions, and insurances are renewed and kept valid and subsisting.
- (i) After the maintenance of the Project is handed over to the Owners Association that has been formed or one year from the date of Occupation Certificate , whichever is earlier, the Sellers 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 fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchaser along with the Association of Owners shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
- (j) The Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D" in the enjoyment of the Property Herby Conveyed and the Common Areas and the Common Amenities and Facilities of the Project.
- (k) The Purchaser cannot hold the Sellers responsible for any breakages caused to any of the finished works in the Schedule "C" Apartment being handed over to the Purchaser during the course of the interior works.
- (l) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project as may be prescribed by the Sellers and the Owners Association from time to time. The Purchaser will not place any material or obstruction in any Common Areas of the Project.

- (m) The Purchaser shall be solely responsible to keep the Property Hereby Conveyed at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the building, and to carry out any internal works or repairs as may be required by the Association;
- (n) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "**PRESTIGE PRIMROSE HILLS** " it being acknowledged that neither the Purchaser nor the Association of have any right to seek such change.
- (o) That the Purchaser shall pay property taxes, levies and all other outgoing in respect of the Property Hereby Conveyed promptly and timely to the Authorities concerned.
- (p) The Purchaser specifically acknowledges that he/she/they has/have no objection to the Sellers/Developer undertaking development and construction of Phase II of PRESTIGE PRIMROSE HILLS at any time during development of Project or after its completion and completing the same. The Purchaser further acknowledges that the Common Areas and Common Amenities for the both the Phases shall remain common including the Club House and Owners of Apartment in both the Phases are collectively entitled to enjoy these Common Areas and Common Amenities.

7. DEFECT LIABILITY PERIOD:

In the event of any Structural Defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate/Partial Occupancy having been issued to the Project. The Developer agrees attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost. Provided always, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or the Purchaser/s agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Apartment other than for its intended purpose or such other reasons attributable to the Purchaser, then the Developer shall not be liable for the same.

8. STAMP DUTY AND REGISTRATION FEES:

Stamp duty and registration fee and deficits if any, on this Sale Deed shall be and has been borne by the Purchaser.

9. PERMANENT ACCOUNT NUMBER:

The Permanent Account Number of Parties are as follows:-

(a) Owner	:	
(b) Developer	:	AABCP8096K
(c) Purchaser	:	

:SCHEDULE 'A':

(Description of the Land on which Project is Developed)

ALL THAT PROPERTY being land measuring (i) 1 Acre 24 Guntas in Survey No.7/2 (New Sy. No. 53), (ii) 4 Acres in Sy.No.7/3 (New Sy. No. 51) (iii) 1 Acre 5 Guntas in Sy.No.7/4 (iv) 3 Acres 38 Guntas (excluding 2 guntas of karab) in Sy.No.7/5, (v) 3 Acres 37 Guntas (excluding 3 guntas of karab) in Sy.No.7/6 (New Sy. No. 52) and (vi) 0 Acre 29 Guntas (excluding 1 gunta of karab) in Sy.No.7/10 (New Sy. No. 45P), in all totally admeasuring **15 Acres 13 Guntas**, all situated in **Uttarahalli Manavarthe Kaval Village**, Uttarahalli Hobli, Bangalore South Taluk, duly converted for non-agricultural residential purposes vide Orders of The Special Deputy Commissioner, Bangalore District, Bangalore bearing (1) No.ALN.SR.236/02-03 dated 13/12/2002, (2) No.ALN.SR.237/02-03 dated 13/12/2002 and (3) No.ALN.SR.274/01-02 dated 22/06/2001 and bounded by:

East : Private Property;

West : Road, and Land in Sy.No.7/2 (New Sy. No. 57);

North : BDA Road and thereafter Private Property;

South : Property belonging to M/s.Hara Developers.

SCHEDULE 'B'

(Description of the Undivided Share sold)

_____ **sq.ft. of** undivided right, title and interest and ownership in Schedule "A" Property.

SCHEDULE 'C'
(Description of the Apartment Constructed)

Residential Apartment bearing No. _____, situated on _____ Floor, Tower No. _____ in Building No. _____ in "**PRESTIGE PRIMROSE HILLS - PHASE II**", being developed on Schedule 'A' Property, measuring _____ sq.ft. of carpet area _____ sq.ft. of super built up area, (inclusive of proportionate share in all the common areas such as passages, lobbies, lifts, staircases and other areas of common use) and with _____ car parking space in the _____.

:SCHEDULE 'D':
:RIGHTS OF THE PURCHASERS:

The Purchaser/s shall, in the course of ownership of Schedule 'B' Property and Schedule 'C' Apartment have the following rights:

- 1) The right to get constructed and own the Apartment described in the Schedule 'C' above for residential purposes subject to terms of this deed.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized 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, 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 by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the Purchasers 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 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) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the common areas, amenities and facilities in "**PRESTIGE PRIMROSE HILLS**" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'C' Apartment without causing any obstruction for free movement therein.

:SCHEDULE 'E':

: OBLIGATIONS ON THE PURCHASERS:

- 1) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- 2) Not to use or permit the use of the Schedule 'C' Apartment in such manner which would diminish the value of the utility in the property described in the Schedule 'A' above.
- 3) Not to use the space in the land described in Schedule 'A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule 'A' Property.
- 5) Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in "**PRESTIGE PRIMROSE HILLS**".
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.
- 7) The Purchaser shall have no objection whatsoever to the Developer managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Developer shall

retain the same and the Purchasers have given specific consent to this undertaking.

- 8) The Purchaser shall become a Member of the Owners Association to be formed amongst the owners of apartments in “**PRESTIGE PRIMROSE HILLS**” and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in “**PRESTIGE PRIMROSE HILLS**” shall be done by Developer until formation of Association and/or by the Maintenance Company appointed by the Developer and the Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement to the Developer or the Maintenance Company engaged by the Developer.
- 9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in “**PRESTIGE PRIMROSE HILLS**” proportionately. No owner of an apartment in “**PRESTIGE PRIMROSE HILLS**” is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
- 10) The Purchaser/s shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchaser shall not use the Schedule 'C' Apartment as serviced apartment or transit accommodation or let it out on temporary basis.
- 11) The Purchaser shall not alter the elevations of the apartment building.
- 12) The Purchaser shall from the date of possession, maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Mangalore Development Authority or any other Authority. The Purchaser shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development 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 assessment and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer/Maintenance Company /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 owners.

- 13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the apartments in **"PRESTIGE PRIMROSE HILLS"** that:
- a) the name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.
 - b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.
 - c) the Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) the Purchaser/shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of **"PRESTIGE PRIMROSE HILLS"** which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Developer. The Purchaser/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or rebate and/or abatement in the above mentioned consideration.
- 14) 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 Agreement and for the formation of Owners Association.
- 15) As the Purchaser will be one of the owners of the apartments in **"PRESTIGE PRIMROSE HILLS"** the Purchaser shall be entitled to use in common with the all the other buyers/ owners in **"PRESTIGE PRIMROSE HILLS"** the common areas and facilities listed below:
- a) driveways, roads, passages, entry and exits;
 - b) entrance lobby, staircase and corridors in apartment towers;

- c) elevators, pumps, generators;
 - d) open Spaces, common gardens, parks ;
 - e) facilities in club house including the swimming pool/s ;
 - f) any/all other common facilities and amenities in “**PRESTIGE PRIMROSE HILLS**”;
- 16) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by closing the lobbies, stairways, passages and parking spaces and other common areas;
- a. making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Developer or the Owners Association or Seller differ from the scheme of the building.
 - b. making any structural alterations inside the apartment or making any fresh openings;
 - c. defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the development.
 - d. creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - e. installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - f. using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - g. bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles without the prior approval of the Developer/Maintenance Company/Association of Owners.
 - h. using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - i. draping clothes in the balconies and other places of building;

- j. entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.
 - k. throwing any rubbish or garbage other than in the dustbin/s provided in the property.
 - l. undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer/Maintenance Company/ Owner Association.
 - m. creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in **"PRESTIGE PRIMROSE HILLS"**.
 - n. refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club house facilities in **"PRESTIGE PRIMROSE HILLS"**.
 - o. Tress pass into other residential buildings in **"PRESTIGE PRIMROSE HILLS"** or misuse the facilities provided for common use.
- 17) 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 other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
 - 18) The Purchaser shall park vehicles only in the parking space/area specifically acquired by the Purchaser and earmarked for the exclusive use of the Purchaser.
 - 19) 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 Developer or Agency maintaining the common areas and facilities in **"PRESTIGE PRIMROSE HILLS"** or by the Owners Association.
 - 20) The 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.

- 21) 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 Owner in the Building.
- 22) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 23) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the buildings in Schedule 'A' Property.
- 24) All common areas and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.
- 25) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities and the Purchaser/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of "**PRESTIGE PRIMROSE HILLS**".

- 26) The Purchaser shall be liable to pay to Developer/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
- a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipments, replacement of fittings and provision of consumables of all common areas and places;
 - b. All taxes payable, service charges and all other incidental expenses in general.
 - c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipments, machinery such as generators, elevators, pumps, motors etc.

**ANNEXURE I
COMMON AREAS IN THE PROJECT**

**ANNEXURE II
COMMON AMENITIES AND FACILITIES OF THE PROJECT**

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

WITNESSES:

1)

OWNERS
represented by Power of Attorney holder

2)

DEVELOPER

PURCHASER

Drafted by: