

This Agreement for Sale draft is purely for the sole purpose of indication only. Final agreement for the purpose of registration may include certain changes/alterations/modifications as deemed fit/suitable by the developer/promoter only. No purchaser shall hold the developer/seller liable for the same. It is also agreed that the developer has full rights to modify the below agreement document without the requirement of any approvals/votes of purchasers etc. The draft may also be modified as per the provisions of RERA Act in the interest of all parties involved.

INDICATIVE DRAFT ONLY

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED ON THIS _____ AT BANGALORE:

BETWEEN

1. [Name], [PAN: _____], born on _____.19__, son/wife of Mr. _____, residing at _____,
2. [Name], [PAN: _____], born on _____.19__, son/wife of Mr. _____, residing at _____,

hereinafter referred to as the “**SELLER**” (which expression shall, unless repugnant to the context, mean and include their heirs, nominees, legal representatives, administrators, executors, successors, assigns and any person claiming through or under them etc. represented by their General Power of Attorney holder BVL Estates Private Limited, having its Registered Office at #2, Krishvi, Old Airport Road, Bengaluru 560 071, represented by its Authorised Signatory Mr. _____ of **ONE PART**.

AND

3. BVL Estates Private Limited [PAN: _____], a company registered under the Companies Act, 1956, having its registered office at #2, Krishvi, Old Airport Road, Bangalore – 560 071, hereinafter referred to as the ‘**Developer**’ or the **Promoters**

(which expression shall unless repugnant to the context and/or meaning thereof be deemed to mean and include the company, its subsidiaries, affiliates, companies/entities under the same as the **Second Part** represented by its Authorised Signatory Mr. _____

AND

Mrs/Mr/Ms. _____ Aged about _____ Son _____ Residing at: _____ PAN: _____ Aadhar No.: _____	Mrs/Mr/Ms. _____ Aged about _____ Son _____ Residing at: _____ PAN: _____ Aadhar No.: _____
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Hereinafter called the "**PURCHASER/S**" (which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators, executors and assigns etc.) OF THE OTHER PART:

WHEREAS the Seller is the absolute and lawful owner of all that piece and parcel of property bearing Sy No. _____ referred to as **Schedule 'A' Property**.

WHEREAS, on _____ vide Official Memorandum issued from the Office of the Deputy Commissioner, Bangalore, the Schedule A Property was converted from agricultural to non-agricultural residential uses and purposes.

WHEREAS, the Seller entered into a Development Agreement dated _____ registered as Doc No.XXXX/20XX-XX in the Office of the Sub Registrar, Bengaluru ("JDA") with the Developer and also executed a corresponding General Power of Attorney dated _____ registered as Doc No. XXXX/20XX-XX in the Office of the Sub Registrar, Bengaluru ("GPA") in terms of the Development Agreement to develop the Schedule A Property as a multi stories residential building known as "STATURA" hereinafter called as the "**Project**".

WHEREAS, the Developer has obtained the License for construction in the Schedule 'A' Property from Bangalore Development Authority vide _____ dated _____.

WHEREAS, in terms of the JDA, the Seller and the Developer have entered into a Sharing Agreement dated _____ identifying their residential apartments developed on Schedule 'A' Property. Accordingly, the Schedule 'B' Property and Schedule 'C' Apartment have fallen to the share of the Developer and hence consideration stipulated herein along with all other amounts payable by the Purchasers are paid to the Developer and such payment being treated as due payment to the Seller in view of the fact that the Seller is receiving his share of the built up area in the development from the Developer in lieu of the consideration for sale of proportionate undivided share in Schedule A Property.

WHEREAS, the Purchaser/s has/have being desirous of owing an Apartment in the Project "**STATURA**" had entered into an Agreement of Sale dated.....and was allotted Apartment No.....having Carpet Area measuringsq.ft,bedroom....., along with car parking space in the basement, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Real Estate (Regulation and Development) Act 2016 ("**Act**") (hereinafter referred to as the "**Apartment**" more particularly

described in **Schedule 'C' Property** along with an undivided share of land in **Schedule 'A' Property** which is morefully described in **Schedule 'B' Property** (hereinafter referred to as **Schedule 'B' Property**) for a Sale Consideration of Rs (Rupees.....only).

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid Agreement and on payment of sale consideration of _____ by the Purchaser/s to the Developer in the following manner:

1. Rs.....vide Cheque No.....dated.....drawn on
2. Rs.....vide Cheque No.....dated.....drawn on
3. Rs.....vide Cheque No.....dated.....drawn on
4. Rs.....vide Cheque No.....dated.....drawn on
5. Rs.....vide Cheque No.....dated.....drawn on
6. Rs.....being the one percent TDS remitted to the Income Tax Department vide Challan No.....dated.....

the receipt of which sum the Developer hereby admits and acknowledges and acquits the Purchaser/s of any further payment and in consideration thereof, the Seller hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchaser/s all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, 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 Seller 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 Developer hereby confirms having transferred all their

right in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchaser/s for the consideration received and acknowledged as above

1. ASSURANCES:

- a. The Seller and the Developer hereby covenant with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Seller has good title, right and absolute power to sell, transfer and convey the Schedule 'B' and 'C' Properties and every part thereof shall at all times remain and be UNTO the Purchaser/s and be quietly entered into, upon, held, possessed and enjoyed by the Purchaser/s jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Seller or anyone claiming through or in trust for them and/or the Developer.
- b. The Seller and Developer hereby agree that they shall at all times execute and do every such lawful assurances, deeds and things as may be reasonably required by the Purchaser/s and at Purchaser/s' cost for further and more perfectly assuring the title of the Schedule 'B' and 'C' Properties and every part thereof to the Purchaser/s.

2. TITLE DEEDS:

The Seller/ Developer 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 have purchased Schedule 'B' and 'C' Properties being satisfied with the Seller's title and Developer's right to develop Schedule 'A' Property and the sanctions obtained by them for construction. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred in this Agreement to sell and constitute documents of title expressing covenants continuing and binding to the extent provided therein on the Seller, Developer and the Purchaser/s to the intent that such attendant rights and obligations in respect of Schedule 'B' Property and Schedule 'C' Apartment shall ensure for the benefit of and be binding upon the Seller and the Purchaser/s in all respects. The original title deeds of Schedule 'A' Property will be deposited with the Association to be formed by all the Owners of the Apartments in the Schedule 'A' Property.

3. INDEMNITY:

The Seller/ Developer shall keep the Purchaser/s fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the Seller or any person having or claiming any estate, right, title or interest in or to the Schedule 'B' and 'C' Property hereby conveyed. The Seller and Developer agree and bind themselves to defend the right, title, interest and ownership of the Purchaser/s herein to the Schedule 'B' and 'C' Properties against all claims and demands and the expenses in this regard will be fully borne to by the Seller and Developer.

4. PROPERTY TAXES AND KHATA:

The Purchaser/s shall be liable to pay municipal property taxes in respect of Schedule 'C' Apartment from the date it is separately assessed to municipal property taxes or from the date of receiving possession whichever is earlier. By virtue of entering into a sale deed at the time of registration, the Purchaser/s are entitled to secure at their cost, transfer of Khata in respect of the Schedule 'C' Apartment and get it registered in their names in the records of the panchayat limits.

5. POSSESSION:

The Seller/ Developer have this day delivered to the Purchaser/s the possession of Schedule 'B' Property and Schedule 'C' Apartment. The Purchaser/s hereby confirm having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchaser/s have inspected and satisfied as to completion of all the works in the Schedule 'C' Apartment and its fitness for occupation.

6. NATURE OF RIGHT OF USAGE:

- a. It is agreed that the building constructed in Schedule 'A' Property shall be held by the respective apartment owners and each of them having proportionate undivided share and ownership in the land in Schedule 'A' Property with right to use and enjoy all the common areas and facilities in Schedule 'A' Property as per the terms and conditions mentioned herein.
- b. All driveways, passages, lifts, staircases, water lines, sewerage lines as also all other facilities and amenities which are to be used in common by all apartment holders in the building will belong to and vest with all the apartment owners jointly, to be used by all

the apartments owners in common. None of the apartment owners shall place any obstructions or store or keep any materials/articles in the common areas of the building or in any open spaces not meant for storing/keeping such materials.

- c. The Purchaser/s shall not seek partition or division or separate possession of Schedule 'B' Property.
- d. The Purchaser/s agree to own and enjoy Schedule 'B' Property in common with other owners or purchaser/s of undivided share in Schedule 'A' Property in '**STATURA**' and shall be entitled to all those 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, detailed in Schedule 'E' herein. The rights and obligations in Schedules 'D' and 'E' hereunder are common to all apartment owners.
- e. The Purchaser/s covenant to use the Schedule 'C' Apartment only for residential purposes and for no other purpose and the Purchaser/s shall not use the Schedule 'C' Apartment for carrying on any commercial or illegal activities or use it to store any illegal goods.
- f. The Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change/s to the internal layout plan of the Schedule 'C' Apartment or elevation and shall not enclose the balconies/ terraces, if any attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/ annoyance to the occupants of other apartments in the building and shall not use the

common areas or open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Owners' Association or Developer or the agency appointed by them for the maintenance of all common areas and facilities in '**STATURA**' for carrying on the interior decoration work with in the Schedule 'C' Apartment.

- g. The Purchaser/s further covenant to use and enjoy all the common areas and amenities such as entrance lobbies, stair-cases, elevators, common electrical lines and lighting, sewers, drains,

pipes, internal roads pavements etc., in Schedule 'A' Property in common with other owners. The Purchaser/s shall not place objects/things/articles which hinders free use of any common amenities.

- h. The Purchaser/s shall permit the Developer and/or Owners Association or the agency appointed for the maintenance of all common areas and facilities in Schedule 'A' Property with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment /Parking Space or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, pipes, cables, wires, water covers, gutters, structures or other conveniences belonging to or serving or used for the building 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 withholding the supply of water and electricity etc., to the Apartments/Parking Spaces etc., or other common areas of the building or to the occupiers of such Apartments /Parking Spaces etc., as the case may be who have defaulted in paying their share of water, electricity and other charges and common expenses and also for non-compliance of the terms of this Agreement to Sell. The car parking spaces provided in the Schedule 'A' Property are for the benefit of all the buyers/owners/occupants of the apartments in '**STATURA**'. Specific car parking spaces are to be allotted to each buyers/owners of the apartments to facilitate orderly use of car parking spaces by the Developer. The parking space earmarked to the 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. COMMON AREA, MAINTENANCE & CORPUS DEPOSIT:

- a. The Purchaser/s shall enjoy in common with the other owners of the apartments in '**STATURA**' all common roads, common lighting,
- b. sewers, drains, water-courses etc., now in or upon or hereafter to be provided in the Schedule 'A' Property and proportionately share the expenses for the maintenance of the same.
- c. The Purchaser/s from the date the Schedule 'C' Apartment is deemed to be handed over shall be liable to proportionately share

and pay for the common area maintenance expenses incurred by the Developer or Owners Association the Agency appointed by the Developer for maintenance of all the common areas and facilities in 'STATURA'.

8. NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name 'STATURA' ascribed to the development in Schedule 'A' Property.

9. RIGHT TO REBUILD:

- a. In the event of destruction of building in which Schedule 'C' Apartment is situated or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, in such an event, all the owners of the building in '38 & Banyan' shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities.
- b. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by Purchaser/s prior to the date of destruction or to the proportionate area available for development.
- c. Whenever the owners are rebuilding the building after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding

10. APPLICABILITY:

In the event of there being any inconsistency between the terms mentioned in this Agreement to Sell executed between the parties hereto, the terms of the Sale Deed at the time of registration shall prevail over this Agreement to Sell. Otherwise the Agreement to Sell and this Sale Deed shall form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties and shall constitute the documents of title to the Schedule 'B' Property and Schedule 'C' Apartment.

11. STAMP DUTY & REGISTRATION FEE:

This deed has been made, executed and registered at the cost of the Purchaser/s and the Purchaser/s have borne the stamp duty, registration fee and incidental charges 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 and the Seller/ Developer shall have no liability in respect thereof.

SCHEDULE 'A' PROPERTY

All that piece and parcel of property bearing Site No. _____, Bangalore, measuring _____ sq. ft., a residentially converted land, carved out of Sy. No. _____ of _____ Village, _____ Hobli, Bengaluru _____ Taluk within the jurisdiction of _____ Ward (Ward No. _____) and bounded on the:

On the East	XX
On the West	XX
On the North	XX
On the South	XX

SCHEDULE 'B' PROPERTY

.....sq. ft. undivided share, right, title, interest and ownership in Schedule 'A' Property

SCHEDULE 'C' PROPERTY

A.....bedroom apartment measuringsq.ft carpet area,sq.ft Super Built up Area inclusive of proportionate share in common areas) with.....number of covered car parks in the Project '**STATURA**', constructed in the Schedule A Property

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, authorized 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, in any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule '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 Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Developer and/or the Agency appointed by the Developer.

- 8) Right to use and enjoy the common areas, open spaces and common facilities in '**STATURA**' 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 passages provided in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchaser/s of the other apartment/s in the building, to use and enjoy the common areas amenities and facilities;
- 11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.
- 12) To get rectified any defect in RCC structural members only, brought to the notice of the Developer within a period of 5 (five) years by the Purchaser/s from the date of handing over of possession. The Developer 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.

SCHEDULE 'E' **OBLIGATIONS ON THE PURCHASER/S**

The Purchaser/s hereby agree, confirm and undertake the following obligations towards the Developer and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement to Sell.

1. The Purchaser/s shall be bound by the following obligations:

- a. Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b. Not to use or permit the use of Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
 - c. Not to use the space left open after construction in Schedule 'A' Property or in '**STATURA**' 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.
 - d. Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e. Not to decorate the exterior part of the building to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.
 - f. 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 have no objection whatsoever to the Developer managing the maintenance services of entire development in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies or to the association as soon as it is formed and pending the same, the Developer shall retain the same and the Purchaser/s have given specific consent to this undertaking.
 3. An Owners Association will be formed in respect of the Residential Building in Schedule 'A' Property and the Purchaser/s shall become Members of the Owners' Association and observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the building shall be done by Developer or by Maintenance Company until formation of Owners Association and Purchaser/s shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement to Sell. Such Association shall be purely for the purpose of maintenance and management of the building though each individual owner of apartment will be owner thereof of the undivided share in the land. The main purpose and object of such association is to take over accounts/finance of the multistoried building

and the development in '**STATURA**' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and out goings.

4. The Purchaser/s and other owners of Apartments in the said building shall pay such sums as are required by the Developer or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s in proportion to the area of the Schedule 'C' Apartment.
5. It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users (occupied users) of the Apartment. However, it is the primary responsibility of Purchaser/s to pay the same.
6. 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.
7. The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Developer or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the building in '**STATURA**'.
8. The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Developer constructs and not at any time alter the said elevation in any manner whatsoever.

9. The Purchaser/s shall from the date of handing over possession, maintain the apartment at their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other authority. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which 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 Developer 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.
10. 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 to Sell and for the formation of Owners Association.
11. The Purchaser/s are aware that the exclusive right of use of car parking space in Basement level/Ground Level will be allotted by the Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space. The
12. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building. The Purchaser/s shall carry out at their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/ seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchaser/s.
13. The cost of repairing and maintaining the internal/ feeder/access and drive-ways will be borne and paid proportionately by the Purchaser/s of apartments comprised in '**STATURA**'.

14. The Purchaser/s of apartments in '**STATURA**' 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 Developer or the Owners' Association differ from the colour scheme of the building.
- c. Make any structural alterations or fresh openings inside the apartment.
- d. Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
- e. Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f. Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- g. Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h. Bring inside or park in the Schedule "A" Property any lorry or any heavy vehicles.
- i. Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j. Dry clothes in the balconies and other places of building.
- k. Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- l. Throw any rubbish or used articles in Schedule "A" Property other than in the Dustbin provided in the property.

- m. Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer.
 - n. Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building or '**STATURA**'.
 - o. Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**STATURA**'.
 - p. Trespass into other apartments in '**STATURA**' or misuse the facilities provided for common use.
 - q. 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.
 - r. Use the Schedule 'C' Property for training any skill or art or occupation or conduct any teaching classes.
 - s. Put up any construction in the parking space or enclose the same or use for any purpose other than Car Parking Space;
15. 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 will affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
16. The Purchaser/s shall not park any vehicles in any part of Schedule 'A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
17. 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.

18. The Purchaser/s shall maintain at Purchaser/s' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement to Sell.
19. The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Developer and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.
20. 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.
21. The Purchaser/s shall not object for use of the common drive ways in the Schedule 'A' Property by the Owners/Occupants.
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 common areas and facilities shall remain undivided and no apartment owner including Purchaser shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.

24. 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 '**STATURA**'.

25. The Purchaser/s shall pay to the Developer or maintenance company or Owners' Association as the case may be the following expenses in proportion to their share in Schedule 'B' Property as per the Super built up Area

- a. Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in '**STATURA**' including the cost of AMC's for these equipments;
- b. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in '**STATURA**'.
- c. Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d. Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, 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 and maintenance in Schedule 'A' Property in general.
26. The rights to exclusive use and holding of space for branding space and office space shall be retained by the Developers/Promoters for providing better facilities and for their branding and the Purchasers or any Association formed by the Purchasers shall have no objection for the same, and undertake to not to interfere with the peaceful possession and enjoyment of such areas.
27. The Purchasers shall be responsible to form the Management Committee within 30 (thirty) days of being notified by the Developers/Promoters to do so, after the registration of the Deed of Declaration. Thereafter the Management Committee shall co-ordinate with the Property Managers on behalf of Purchasers for all matters under this Agreement to Sell. It is confirmed that the Management Committee alone shall be responsible for implementation of the Bye-laws of the Association.
28. The Purchasers hereby clearly agreed and accepted by the Purchasers that, after the registration of the Association, all discussions with the Promoters for any issues pertaining to the common areas of the project or common issues in the project, including, but not limited to, issues relating to legal, land, construction, design, utilities, maintenance etc., shall only be carried out through the elected representatives of the Association and only at the office of the Promoters, and the Purchasers shall not request for individual meetings with the Promoters.

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

WITNESSES

1.

SELLERS

Represented by GPA
BVL Estates Private Limited

2.

DEVELOPER

BVL Estates Private Limited

1)

Drafted By:

2)

PURCHASER/S

ANNEXURE – I

(Acknowledge receipt of Advance Amount)

ANNEXURE – II

(TOTAL SALE CONSIDERATION)

ANNEXURE – III

(PAYMENT SCHEDULE)

ANNEXURE – IV

(DETAILS OF THE APARTMENT)

ANNEXURE – V

(FLOOR PLAN)