

THIS **DEED OF SALE** executed on the _____ day of _____ Two Thousand Seventeen (____.____.2017) at Bangalore:

BY :

ECIE IMPACT PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (formerly known as Eastern Commercial and Industrial Enterprise (P) Limited), having its registered office at P.B. No.3, 8th Mile Stone, Tumkur Road, Bangalore-560057, represented by its power of attorney holder **M/S. SATTVA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at No.41, N. S. Road, Kolkata – 700 001 and Bangalore Office at Salarpuria Windsor, No.3, 4th Floor, Ulsoor Road, Bangalore – 560 042, under Power of Attorney Dated: 28/03/2011 Registered as document No. _____ of Book IV and stored in C.D. No _____ in the Office of the Sub-Registrar, _____, Bangalore, represented by its Authorized Signatory **Mr. _____**, (Hereinafter referred to as the "**VENDOR**", which expression shall wherever the context so requires or admits, mean and include successors-in-interest and assign) of the **ONE PART**;

AND :

SATTVA DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at No.41, N.S.Road, Kolkata – 700 001 and its Bangalore Branch office at 4th Floor, Salarpuria Windsor, No.3, Ulsoor Road, Bangalore – 560 042 (PAN - _____), represented by its Authorised Signatory **Mr. _____**, hereinafter referred to as the "**Developer/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assign) of the **OTHER PART**.

(The Vendor and the Developer/s collectively referred to as the First Party and individually Vendor and Developer/s as the case may be)

IN FAVOUR OF: 1) **[If the Purchaser is a company]**

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized Director _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns);

[OR]

[If the Purchaser is a Partnership firm or LLP]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932) [Limited Liabilities Act, 2008], having its principal place of business at _____, (PAN _____), represented by its authorized [Designated] Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about __, residing at _____, (PAN _____), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr._____, (Aadhar no. _____) son of __ aged about __ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN_____), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendor, Developer and the Purchaser collectively referred to as the Parties and individually referred as the Vendor, Developer and Purchaser/s as the case may be)

WITNESSETH AS FOLLOWS:

WHEREAS:

I. [recitals]

- II. The Vendor is the sole and absolute owner of all that piece and parcel of all that piece and parcel of converted lands bearing survey numbers 17/1A (measuring 10 guntas), 17/2 (measuring 2 acres 03 guntas) and 17/1C (measuring 15 guntas), totally admeasuring 2 acres and 28 guntas, situated at Dasarahalli Village, Yeshwanthapura Hobli, Bangalore North Taluk, more fully set out in the Schedule hereto and hereinafter referred to as **"SCHEDULE 'A' PROPERTY"**;
- III. The Vendor being desirous of developing the Schedule 'A' Property as residential apartment development consisting of several residential building entered into a Joint Development Agreement dated _____ registered as Document No. _____ of Book I and stored in CD No. _____ at the office of the Sub-Registrar, _____, Bangalore with the Developer herein and accordingly the Developer herein became entitled to the 70% share in the Schedule "A" Property and the corresponding constructed area for itself or its nominees being any purchaser desirous of having constructed area in the development to be undertaken by the Developer and receive all the sale consideration for the same directly. The First Development Agreement and the Second Development Agreement are hereinafter for sake of brevity be referred to as the **"DEVELOPMENT AGREEMENT"**;
- IV. The Developer has formulated a Scheme for development of the Schedule 'A' Property into a residential apartment development comprising of 3 (Three) towers named as 'Tower-1', 'Tower-2' and 'Tower-3' along with the Club House along with the Common Areas and the Common Amenities and Facilities shall be known as **"OPUS**, a Project Jointly promoted by Salarpuria and Sattva Group". The Towers along with the Common Areas, the Common Amenities and Facilities of each Tower and the Common Amenities and Facilities of the Project the entire development on the Schedule 'A' Property is hereinafter referred to as the **"PROJECT"**;
- V. The Owner and the Developer by a supplemental agreement dated ____/____/2017 have allocated their respective areas in the Project and the apartment which is stated in this agreement is falling to the share of the Developer and the Developer herein is entitled to construct and sell the said apartments and the corresponding undivided share in the Schedule "A" Property in favour of the purchaser/s who are desirous of owning an apartment in the Tower on the Schedule "A" Property.
- VI. The apartments which is stated in this agreement is falling to the share of the Developer as per the above said supplemental agreements and the Developer herein is entitled to construct and sell the said apartments and the corresponding undivided share in the Schedule Property in favour of the purchasers who are desirous of owning an apartment in the Building on the Schedule Property;
- VII. On an application made to the Bruhat Bangalore Mahanagara Palike (**"BBMP"**) by the Developer for plan sanction for construction of the

Consolidate Development on the Schedule Property which has been granted its sanction bearing No. _____ dated _____2017.

- VIII.** The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered and granted Registration No. _____ to the said Project. The website of the Project is “ _____ ” ;
- IX.** The First Party by executing Deed of Declaration dated _____ (Registered as Document No._____, Book I, CD No._____ in the office of the Sub-Registrar, _____, Bangalore) under the provisions of The Karnataka Apartment Ownership Act 1972 and Rules made thereunder, has submitted the Project thereunder and has constituted an association under name and style “ _____ ” under the said Karnataka Apartment Ownership Act 1972;
- X.** In terms of the Scheme formulated by the Developer the Purchaser herein being interested in owning a Private Residence , entered into the Agreement for Sale , after being satisfied with the title of the Vendor to the Schedule “A” Property, the Sanctioned Plan, to purchase ____square feet of undivided share in the Schedule “A” Property, which is more fully set out in the Schedule “B” hereto and by virtue of acquiring the Schedule “B” Undivided Share the Purchaser also got his Private Residence unit bearing No. __ on the __ Floor of the __ Tower (*shown as __ Tower in the Building Sanction Plan*) in the Project Known as “**OPUS**, a Project Jointly promoted by Salarpuria and Sattva Group” having a Carpet area of __ square feet and super built up area of ____square feet (ie inclusive of non exclusive of the proportionate share in the Common Area and Common Area utilized for housing Common Amenities and Facilities of the Project) along with ____Purchasers Car Parking space/s in the basement and the non-exclusive right to use the Common Amenities and Facilities of the Project the details of which are more fully set out in the Schedule “C” hereto;
- XI.** The Developer has received an Occupation Certificate/Partial Occupancy Certificate (As defined below) from _____ [Authority] bearing No._____, dated _____ for the __ Tower of the Project [or for the Project];
- XII.** The Purchaser has 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 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 whereby confirming the Deed of Declaration and becoming member of the Owners Association formed thereunder;

XIII. The Purchaser has paid the entire Sale Consideration for the Property Hereby Conveyed, in accordance with the payment plan under the Agreement for Sale and has now called upon the Vendor and the Developer to execute this Deed of Sale;

XIV. NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1 In this Sale Deed the following capitalized words shall have the meanings ascribed to them below:

- (a) **“Act”** means (i) the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 and amendments thereto from time to time
- (b) **“Agreement for Sale or Agreement to Sell ”** means the agreement dated _____ entered into by the Purchaser and Vendor and the Developer to sell the Schedule “B” Property and contract for construction of the Schedule “C” Private Residence;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and including the Act;
- (d) **“Association or Association of Owners or Owners Association”** shall all mean the same, being the Association of Owners that is established by the First Party , in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of The Project;
- (f) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Private Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (g) **“Common Areas of the Project”** shall mean and include the areas as demarcated and declared as common areas of the Project and as detailed in Schedule “F” hereto. The Common Areas of the Project are

subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Association of Owners to be followed by all the owners / occupiers of the Private Residence of the Project.

- (h) **"Common Amenities & Facilities of the Project"** shall mean and include those amenities and facilities of the Project as detailed in Schedule "G" hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Association to be followed by all the owners/occupiers of the Private Residences.
- (i) **"Deed of Declaration"** shall mean the deed of declaration that has been executed by the First Party to submit the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (j) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;
- (k) **"Limited Common Area"** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the Private Residences as they would be attached to such Private Residences and capable of used by these Private Residences and to be maintained by these private residences at their cost and not as part of the Common Area.
- (l) **"Occupancy Certificate"** means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the Tower/s or Project thereof, and pursuant thereto permitting occupation of the Private Residence for which the occupation certificate is issued;
- (m) **"Owners Association"** shall have the meaning ascribed to the term in Clause 5 of this Sale Deed;

- (n) **"Party"** unless repugnant to the context, shall mean a signatory to this Sale Deed and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;
- (o) **"Private Residence"** shall mean the Private Residence together with non-exclusive use of Common Areas and the Common Amenities and Facilities in the Project ;
- (p) **"Project"** shall have the meaning ascribed to the term in Recital II;
- (q) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Property or by any of the occupiers of the Schedule "C" Property under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Schedule "H" hereto;
- (r) **"Purchaser Covenants"** shall mean covenant given by the Purchaser in terms of Clause 7 hereof;
- (s) **"Residence Owners/Owners"** shall mean any owner or owners of Private Residence/s in the Project;
- (t) **"Rights and Obligation of the Purchaser"** shall mean the rights of the Purchaser set out in Schedule "D" and the obligation of the Purchaser shall mean the obligations to be complied by the Purchaser as set out in Schedule "E".
- (u) **"Sale Consideration"** shall mean the consideration paid by the Purchaser for the sale of the Property Hereby Conveyed under this Sale Deed ;
- (v) **"Sale Deed"** shall mean this deed of sale, including recitals , the schedules hereto;
- (w) **"Schedule "A" Property"** shall mean the land on which the Project is being developed by the First Party and ascribed to the term in Recital VIII and more fully described in the Schedule "A" hereto;
- (x) **"Schedule "B" Property"** is an undivided portion of the land out of the Schedule "A" hereto proportionate to the construction of the Schedule "C" Property taking into consideration the FAR consumed in the Project and more fully described in the Schedule "B" hereto;
- (y) **"Schedule "C" Property or Schedule "C" Private Residence "** is the Private Residence which has been constructed under the Scheme and more fully described in the Schedule "C" hereto;

- (z) **"Scheme"** shall mean the scheme of development of the Project under which Persons interested in owning a Private Residence in The Project (a) would have to acquire undivided share in the Schedule "A" Property corresponding to the Private Residence (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved for the Project and (b) to get the Private Residence constructed from the Developer .
- (aa) **"Structural Defects"** shall mean structural defect as provided in the Act;
- (bb) **"Super Built Up Area"** of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (cc) **"Tower/s"** shall mean individually or collectively mean the Towers constructed in the Project;
- (dd) **"Vendor and the Developer's Covenants"** shall mean the covenant given by the Vendor and the Developer in terms of clause 6 hereof.

1.2 Interpretation:

- (a) In this Sale Deed, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation:
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recitals and schedules annexed herein forms part of the Sale Deed shall have the same force and effect as if expressly set out in the body of this Sale Deed, and any reference to this Sale Deed shall include any recitals and schedules to it.
- (f) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Section in this Deed limits the extent or application of another Section;
- (g) headings to clauses, parts and paragraphs of this Sale Deed, and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;

(h) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(i) this Sale Deed is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Sale Deed.

2. NOW THIS DEED OF SALE WITNESSETH AS UNDER:

In pursuance of the foregoing and in consideration of the Sale Consideration of **Rs.[●]/- (Rupees _____ only)** paid by the Purchaser to the Vendor through the Developer, the receipt of which the Vendor and the Developer hereby accept and acknowledge in full and final settlement of the entire Sale Consideration the Vendor, confirmed by the Developer hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, an undivided __ % (**_____percent**) share in the land comprised out of the Schedule "A" Property, which is more fully described in the Schedule "B" written hereunder, and hereafter after referred to as **"THE PROPERTY HEREBY CONVEYED"** with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as co-owner of an undivided share so as to enable the Purchaser/s to get constructed through the Developer and own the Schedule "C" Private Residency, subject to the terms, condition and covenants herein contained;

3. POSSESSION

The Vendor joined by the Developer has delivered possession of the Schedule "B" Undivided Share to the Purchaser by placing the Purchaser in joint possession of the Schedule "A" Property and the Developer has delivered possession of the Schedule "C" Private Residence to the Purchaser on this day and in this regard the Purchaser agrees, declares and accepts that:

- (a) The area of the Schedule "C" Private Residence and the Area of the Car Parking are as per Sanction Plans and agreed under the Agreement for Sale;
- (b) The Common Amenities and Facilities of the Project and the Specifications of the Schedule "C" Private Residence are as per the agreed terms under the Agreement of Sale.
- (c) Quality of construction and development of the Project and the Schedule "C" Private Residence is as per the Agreement to Sale.
- (d) the Common Areas and the Common Amenities and Facilities provided in the Schedule "A" Property are as per the Agreement to Sale;

- (e) The First Party have completed all its obligations with regard to the Schedule "C" Private Residence and accordingly the and the First Party is completely discharged from all its obligations save and except the defect liability during the period provided in the Act.
- (f) The sale of the Schedule "B" Undivided is only to enable the Purchaser to construct and own the Schedule "C" Private Residence and the Purchaser shall not be entitled to seek partition or separate possession of the Schedule "B" Property;
- (g) The Purchaser/s have this day joined the Owners Association formed under the said Deed of Declaration and have also executed the Form B along with the execution of this Sale Deed and the Purchaser covenant to be subjected to the rights and obligations specified in the said Deed of Declaration and the Rules/Bye-Laws there under and as may be amended from time to time.

4. CLUB AND MEMBERSHIP OF THE CLUB:

- 4.1 The Purchaser is aware that the Club House and its facilities are located in the Tower _____ and the undivided share corresponding to the constructed area of the Club are being conveyed among all the Purchaser/s in the Project on a pro rata basis, taking into consideration the measurement of their Respective Private Residences in the Project. The Purchaser herein by virtue of acquiring the Schedule "C" Property will be entitled to the membership of such Club and so long as the Purchaser is the owner of the Schedule Property, he will be a member of the Club and use the same subject to its rules and regulation and payment of fees and charges as may be prescribed by the Owners Association. The Purchaser and all other owners of the Private Residences shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club charges and usage charges for the facilities provided in the Club as prescribed by the Developer or the Association of Owners, from time to time. On the Developer handing over the maintenance of the Club and its facilities, the Association of Owners will be responsible to manage, maintain and operate the Club and its facilities.
- 4.2 Apart from the rules and regulation that would be formulated by the Developer and or the Owners Association, the fundamental use of the Club shall be in the manner set out below:
 - 4.2.1 In the event of the Property Hereby Conveyed is purchased by a partnership firm then in that event a partner or any authorized representative of the said partnership firm occupying the Schedule "C" Private Residence would be entitled to use the said Club.
 - 4.2.2 In the event of the Property Hereby Conveyed being purchased by a public limited or a private limited company, then in that event any person occupying as the authorized occupier of the said company shall be entitled to the use of the said Club.

- 4.2.3 In case of inheritance of the Property Hereby Conveyed, then in that event, the person inheriting and occupying the Schedule "C" Private Residence shall be entitled to membership of the said Club.
- 4.2.4 In the event of there being any co-owner of Property Hereby Conveyed then in that event such co-owner/s occupying the Schedule "C" Private Residence will be entitled to the use of the said Club.
- 4.2.5 In any other case like tenancy, lease, license etc., the occupier of the Schedule "C" Private Residence under such arrangement, will be entitled to the use of the said Club.

5. FORMATION OF OWNERS ASSOCIATION AND MEMBERSHIP OF THE OWNERS ASSOCIATION

- 5.1 The Purchaser has become member of Opus Apartment 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.
- 5.2 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 the Common Amenities and Facilities in the Project.
- 5.3 The Purchaser/s are aware that the Developer will be responsible for the maintenance of the Project for a period of 1 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 1 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 , which ever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. It is hereby clarified that the Developer 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.

6. THE VENDOR AND THE DEVELOPER 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 and subjected to the obligations specified in this Sale Deed;

- (b) The Vendor are the absolute owner of the Schedule "B" Property and no person other than the Vendor has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "B" Property;
- (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 Vendor joined by the Developer have the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;
- (g) That the First Party 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 on the completion of the Project;
- (h) That the First Party 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 First Party 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 either of Vendor or the Developer;
- (j) That while conveying any share in the Schedule "A" Property to others, the First Party shall not confer on such transferee/s, any right which is not reserved for or conferred on the Purchaser/s herein in or the Schedule "D" hereto, nor shall omit or exclude in the case of such other transferee/s, any obligation which is required to be performed or shared by the Purchaser/s herein or in the Schedule "E" hereto;

7. 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 Private Residence/s 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 Developer or the Owners Association in regard 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/s has joined the Association formed by the First Party. 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/s shall regularly pay the maintenance charges that may be imposed by the Developer /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) That the Purchaser/s have inspected the Schedule "C" Private Residence and Specification, Common Amenities and Facilities of the Project provided therein and after being satisfied, taken conveyance and the possession of the Property Herby Conveyed.
- (h) The Purchaser/s covenant that the Purchaser/s 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.
- (i) The Purchaser/s along with the other Residence 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.
- (j) 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 , which ever is earlier , the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use

by any or all the Residence 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.

- (k) 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 Hereby Conveyed and the Common Areas and the Common Amenities and Facilities of the Project
- (l) The Purchaser shall use the Purchaser Car Parks allotted to him/her/it as per the rules and obligation set out in Schedule "F" below;
- (m) The Purchaser cannot hold the Developer responsible for any breakages caused to any of the finished works in the Schedule "C" Private Residence being handed over to the Purchaser during the course of the interior works.
- (n) That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule "A" Property.
- (o) 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 Developer and the Owners Association from time to time. The Purchaser will not place any material or obstruction in the Common Areas of the Project and the Tower in which the Schedule "C" Apartment has been constructed.
- (p) 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 Tower, and to carry out any internal works or repairs as may be required by the Association;
- (q) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "**OPUS**, a Project Jointly promoted by Salarpuria and Sattva Group", it being acknowledged that neither the Purchaser nor the Association of have any right to seek such change.

8. 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 will 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" Property other than for its intended purpose or such other reasons attributable to the Purchaser, then the First Party shall not be liable for the same.

9. 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.

10. PERMANENT ACCOUNT NUMBER AND AADHAR:

The Permanent Account Number and Aadhaar (if applicable) of the Vendor, Developer and the Purchaser are as follows:-

- (a) Vendor
- (b) Developer :
- (c) Purchaser/s :
Pan Card Number
Aadhar Number

11. PRESENTING AND ADMITTING EXECUTION:

1) The Sale Deed is being presented and the execution is being admitted by the Special Power of Attorney Holder of the Vendor _____ under Special Power of Attorney dated _____ (registered as Document No. _____ in Book-IV stored in C.D. No. _____ in the Office of the _____, Bangalore);

2) The Sale Deed is being presented and the execution is being admitted by the Special Power of Attorney Holder of the Developer _____ under Special Power of Attorney dated _____ (registered as Document No. _____ in Book-IV stored in C.D. No. _____ in the Office of the _____, Bangalore);

SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

All the piece and parcel of property converted for non-agricultural purpose bearing survey numbers 17/1A (measuring 10 guntas), 17/2 (measuring 2 acres and 3 guntas) and 17/1C (measuring 15 guntas), totally admeasuring 2 acres 28

guntas, situated at Dasarahalli Village, Yeshwanthapura Hobli, Bangalore North Taluk, Bangalore District and bounded on the:

East by : remaining portion of the same survey number;

West by : Nala and private property;

North by : Bangalore-Tumkur Road; and

South by : Sy.No.19.

SCHEDULE "B"

(Description of the Undivided Conveyed Under this Sale Deed)

_____ undivided share in the Schedule "A" Property corresponding to the Schedule "C" Private Residence taking into consideration the FAR achieved on the Schedule "A" Property.

SCHEDULE "C"

(Description of the Private Residence constructed by the Developer for the Purchaser [*Description of the Private Residence constructed and conveyed under this Sale Deed*])

The apartment unit bearing No. __ on the __ Floor of the __ Tower (*shown as __ Tower in the Building Sanction Plan*) in the Project Known as "_____" having a Carpet area of __ square feet and super built up area of ____square feet (i.e. inclusive of non exclusive of the proportionate share in the Common Area and Common Area utilized for housing the Common Amenities and Facilities of the Project) along with ____Purchasers Car Parking space/s in the basement and the non-exclusive right to use the Common Amenities and Facilities of the Project.

The Schedule "C" Private Residence and the Purchasers'/'s Car Parking Spaces is shown in plan Schedule "I" and "J" hereto.

SCHEDULE "D"

RIGHTS OF THE PURCHASER:

- I. The Purchaser shall be entitled to the use and occupy the Property Herby Conveyed, subject to the terms and conditions contained in this Deed of Sale and Association Agreements;
- II. The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas of the Project;
- III. The right to subjacent, lateral, vertical and horizontal support for the Property Herby Conveyed from the other parts of the Tower;

- IV. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Property Herby Conveyed through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Tower and the Schedule "A" Property or any part thereof;
- V. The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Tower, however, recognizing and reciprocating such rights of the other owners;
- VI. The right of entry and passage for the Purchaser and agents or workmen of the Purchase to other parts of the Project or Project at all reasonable times after notice to enter into and upon other parts of the Project or Project for the purpose of repairs or maintenance of the Property Herby Conveyed or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

SCHEDULE "E"

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Private Residences in the Project the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Project;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Property Herby Conveyed is located and also in the Common Areas of the Project.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Property Herby Conveyed or any part thereof in The Project , any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Private Residences or which may tend to depreciate the value of the Project or any thereof;
- 4) Except for leasing or rental permitted under this Schedule "E" , the Purchaser shall use the Property Herby Conveyed only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Property Herby Conveyed and the handover of the Property Herby Conveyed, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the

transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Deed of Sale in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Association of Owners.

- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Tower in common with the other Private Residences and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Private Residences;
- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities of the Project and the Common Areas of the Project. The liability for such share shall commence from date of execution of this Deed of Sale.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Property Herby Conveyed being ready for possession
- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Developer;
- 10) The Purchaser shall carry out their interior works in the Property Herby Conveyed only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) The Purchaser agrees to pay all the Statutory Payments pertaining to the Property Herby Conveyed from the date on which the Property Herby Conveyed is ready for possession and upon intimation of the same by the Developer, whether possession is taken or not.
- 12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Property Herby Conveyed is handed over, shall be borne and paid by the Purchaser.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Property Herby Conveyed, the same shall be borne and paid by the Purchaser.

- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities of the Project.
- 15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Private Residences, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities of the Project and the Common Areas of the Project, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the operators or manager will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Owners or maintenance agency appointed by Association of Owners ;
- 18) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Property Herby Conveyed into the common areas and passages;
- 19) The Purchaser will not dry clothes outside on the balconies of the Property Herby Conveyed;
- 20) That the Purchaser shall not install any additional tanks in the Property Herby Conveyed.
- 21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

- 22) The Purchaser shall keep the Property Herby Conveyed walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Tower, and to carry out any internal works or repairs as may be required by the Association;
- 23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Bloc/Tower or the Property Herby Conveyed and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Tower. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Developer.

SCHEDULE "F"
(Common Areas of the Project)

SCHEDULE "G"
(Common Amenities and Facilities of the Project)

SCHEDULE "H"
(Car Park Guidelines)

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

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer in the day to day use of the Purchaser Car Parks.
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Property Herby Conveyed and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
6. Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Developer or its contractors

or otherwise or against any one whom they represent or any of the employees or agents of the Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the First Party against any such claims and the costs thereof.

7. The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Parks so allocated and will recognize the Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Purchaser must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Developer/Association from time to time;
 - (b) advise the Developer /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer /Association, and shall notify the Developer /Association in the event of any change in respect of the same.
13. The Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Developer /Association may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned

herein as per its policies relating to the use of the Purchaser Car Parks.

SCHEDULE "I"
(Plan of the Schedule "C" Private Residence)

SCHEDULE "J"
(Plan indicating the Purchaser's/s' Car Parking Space in the Basement of the Tower of the Project)

IN WITNESS WHEREOF the **VENDOR**, the **DEVELOPER** and the **PURCHASER/S** have executed this **DEED OF SALE** in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

2)

VENDOR

DEVELOPER

Drawn by:

PURCHASER/S