

ABSOLUTE DEED OF SALE

THIS DEED OF ABSOLUTE SALE IS MADE AND EXECUTED ON THIS _____ DAY OF _____ TWO THOUSAND AND EIGHTEEN (____.10.2018) AT BANGALORE:

BY:

- 1. SRI.N.VENKATACHALAIAH**, aged 74 years,
Son of Late Narayanappa,
- 2. SMT. RAJAMMA**, aged 69 years,
Wife of Sri.N.Venkatachalaiah,
- 3. SRI. R.V. SRINIVASA** also known as **Sri.R.V.SRINIVAS MURTHY**
Aged 53 years,
Son of Sri.N.Venkatachalaiah,
- 4. SMT. BAGHYA**, aged 48 years,
Wife of Sri.V.Srinivasa,
- 5. MS. S. ASHA**, aged 24 years,
Daughter of Sri.V.Srinivasa,
- 6. MR. S. RAKESH**, aged 20 years,
Son of Sri.V.Srinivasa,
- 7. SRI. R.V. NARAYAN SWAMY**, aged 51 years,
Son of Sri.N.Venkatachalaiah,
- 8. SMT. BHARATHI**, aged 46 years,
Wife of Sri.V.NarayanSwamy,
- 9. MS. RADHA**, aged 20 years,
Daughter of Sri.V. Narayan Swamy,
- 10. MS. KAVYA**, aged 18 years,
Daughter of Sri.V. Narayan Swamy,
- 11. MASTER NAVEEN**, aged 16 years,
Son of Sri.V. Narayan Swamy,
Minor represented by his father/natural guardian
Sri.V. Narayan Swamy,
- 12. SMT. R. V. BHAGYA**, aged 48 years,
Wife of Sri.Balaramamurthy,
Daughter of Sri.N.Venkatachalaiah,

13. **SRI. R.V. ATHMARAMAIAH**, aged 42 years,
Son of Sri.N.Venkatachalaiah,
14. **SMT. SOWBHAGYA**, aged 34 years,
Wife of Sri.V.Athmaramaiah,
15. **MS. SHEWTHA**, aged 12 years,
Daughter of Sri.V.Athmaramaiah,
16. **MASTER DHANUSH**, aged 9 years,
Son of Sri.V.Athmaramaiah,

Sl. No.15&16- minors represented by his father/natural guardian
Sri.V.Athmaramaiah,
17. **SRI. R.V. MANJUNATH**, aged 39 years,
Son of Sri.N.Venkatachalaiah,
18. **SMT. MANJULA**, aged 29 years,
Wife of Sri.V.Manjunatha,
19. **MASTER M. GURUCHARAN**, aged 4 years,
Son of Sri.V.Manjunatha,
Minor represented by his father/natural guardian
Sri.V.Manjunatha,

Represented by their GPA Holder:

M/s. SCIONI PROJECTS,

A Partnership Firm,
Having its office at
No.544, II Floor, III Cross,
III Main Road, II Block,
R.T. Nagar, Bangalore-560 032.

Represented by its Partners,

1. **SRI. K.SREENIVASULU REDDY**, aged 51 years,
Son of Late K.V. Subba Reddy
2. **SRI. MUDHIREDDY NAGA SIVA REDDY**, aged 24 years,
Son of Sri.MudhiReddyVenkataSubba Reddy

(Hereinafter referred to as the “**OWNER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its Company, Directors, Successors-in-interest, Nominees, Executors, Administrators and Assigns) of the FIRST PART.

IN FAVOUR OF:

Mr. _____ , aged ____ years,
Son of Mr. _____,
Residing at _____,

Hereinafter referred to as the **‘PURCHASER/S’** (which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their respective Legal Heirs, Executors, Administrators, Legal Representatives and Assigns, etc.,) of the OTHER PART.

THIS DEED OF SALE WITNESSETH AS FOLLOWS:

WHEREAS, Sri. N.Venkatachalaiah (**Party of the First Part at Sl.No.1**) is the sole and absolute owner of Land in Survey Number-61/3 measuring 5 Acres 4 Guntas (including Karab) situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk, he having acquired the same vide Sale deed dated 22.02.1973, registered as Document No.4895/1972-73 of Book I, Volume 2861, Pages 81-84, in the office of Sub-Registrar Bangalore North Taluk, from its previous owners Smt. Chikkadoddamma and others. Pursuant thereof, the revenue records came to be transferred in the name of N.Venkatachalaiah.

WHEREAS, portion of the Land in Survey Number-61/3 measuring 3 Acres 16 Guntas, came to be converted from agricultural purpose to non agricultural residential purpose vide Official Memorandum dated 20.06.2013 bearing No. ALN(NA)(HA)S.R.42/2012-13, issued by Deputy Commissioner, Bangalore, situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.

WHEREAS, Party of the First Part at Sl.No.1 is the owner of all that piece and parcel of Residentially converted Land bearing Survey Number-61/3 measuring 3 Acres 16 Guntas (Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.42/2012-13, issued by Deputy Commissioner, Bangalore), situated atAddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk, which is morefully described hereunder and hereinafter referred to **as ITEM NO.1 OF THE SCHEDULE A PROPERTY.**

WHEREAS, Sri. Narayanappa was the sole and absolute owner of Land in Survey Number-**61/4** measuring 2 Acres 26 Guntas, situated at Adde Vishwanathapura Village, Hesaraghatta Hobli, Bangalore North Taluk, he having acquired the same vide Sale deed dated 28.07.1948, registered as Document No.546/48-49 of Book I, Volume 1007, Pages 178-179, in the office of Sub-Registrar Bangalore, from its previous owners Sri. Guttaiah.

WHEREAS, Sri. Narayanappa died intestate leaving behind himself his son Sri. N.Venkatachalaiah as hissole surviving legal heir to succeed to his entire estate including the above said property.

WHEREAS, Sri. N.Venkatachalaiah along with his children Sri.R.V.SrinivasMurthy, Sri.R.V. NarayanSwamy, Sri. R.V. Athmaramaiah and Sri.R.V. Manjunath entered into PanchayatParikat dated 22.08.2006 for bifurcation of portion of Land in Survey Number-61/4 measuring 2 Acres 10 Guntas, situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk. As per the terms of PanchayatParikat,

- a) Sri. N.Venkatachalaiah has been allotted portion of Land in Survey Number-61/4 measuring 10 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.
- b) Sri.R.V.SrinivasMurthy has been allotted portion of Land in Survey Number-61/4 measuring 20 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.
- c) Sri. R.V. Narayan Swamy has been allotted portion of Land in Survey Number-61/4 measuring 20 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.
- d) Sri. R.V. Athmaramaiah has been allotted portion of Land in Survey Number-61/4 measuring 20 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.
- e) Sri. R.V. Manjunath has been allotted portion of Land in Survey Number-61/4 measuring 20 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.

WHEREAS, Sri. N.Venkatachalaiah conveyed portion of Land in Survey Number-61/4 measuring 10 Guntas situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk in favour of Sri. S.V. Jayaprakash.

WHEREAS, the portion of Land in Survey Number 61/4 measuring 2 Acres, came to be converted from agricultural purpose to non agricultural residential purpose vide Official Memorandum dated 20.06.2013 bearing No. ALN(NA)(HA)S.R.43/2012-13, issued by Deputy Commissioner, Bangalore, situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk.

WHEREAS, thus Sri.R.V.SrinivasMurthy (Party of the First Part at Sl.No.3), Sri. R.V. Narayan Swamy (Party of the First Part at Sl.No.7), Sri. R.V. Athmaramaiah (Party of the First Part at Sl.No.15 and Sri. R.V. Manjunath (Party of the First Part at Sl.No.19) are joint and absolute owners of portion of Residentially converted Land bearing Survey Number-61/4 measuring 1 Acre 30 Guntas (portion of Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.43/2012-13, issued by Deputy Commissioner, Bangalore), which is more fully described hereunder and hereinafter referred to as **ITEM NO.2 OF THE SCHEDULE A PROPERTY**.

WHEREAS, properties described at Item No.1 and Item No.2 of the Schedule A Property is hereinafter referred to as “**COMPOSITE SCHEDULE PROPERTY**”, for the sake of brevity.

WHEREAS thus the Owner/s having acquired their respective portion of the Composite Schedule Property in the manner mentioned above are in physical possession and enjoyment of the same.

WHEREAS, **M/s. SCIONI PROJECTS**, a Partnership Firm, (**hereinafter referred to as DEVELOPER**) have formulated a scheme of development of the Schedule A Property into a Self Sustained Residential Layout with Residential Villa/s and in this regard Owner have entered into a registered Joint Development Agreement dated 29.11.2017, registered as Document No. GNR-1-03604/2017-18 of Book I, stored in C.D.No.GNRD136 in the office of the Sub-Registrar Ganganagar, Bangalore with the Developer above named entrusting them to develop the Schedule A Property and simultaneously the Owner has executed and registered a General Power of Attorney dated 29.11.2017, registered as Document No.GNR-4-00330/2017-18 of Book IV, stored in C.D.No.GNRD136, in the Office of the Sub-Registrar, Ganganagar, Bangalore, constituting the Developer as their attorney, which inter alia authorizes and empowers the Developer to deal with the development of the Schedule A Property into a self sustained residential layout with residential Villas.

WHEREAS, in terms of above referred Joint Development Agreement, the Developer has obtained approval _____ Planning Authority for development of the Schedule A Property into a self sustained residential layout with residential Villas vide Plan bearing No._____ dated _____.

WHEREAS, in terms of the aforesaid scheme of development, the Developer has formed Plots in the Schedule A Property of various dimensions and the Developer in the scheme of overall development of the Schedule A Property has laid all the internal layout roads, developed parks and open spaces and other common utilities.

WHEREAS, as per the terms of the above referred registered Joint Development Agreement dated 29.11.2017 to be read along with Supplemental Sharing Agreement entered into between the Owner and the Developer respectively in respect of the Schedule A Property, the Owner is allocated towards its share, the **Plot No._____**, measuring **East to West _____ meters** and **North to South _____ meters**, totally measuring _____ **Square Meters** or _____ **sq. feet**, carved out of converted land in **Survey Numbers _____ and _____**, situated at _____”, approved by _____ Planning Authority vide Modified Plan dated _____, which Plot is morefully described in the SCHEDULE-B hereunder and hereinafter referred to as the **SCHEDULE B PROPERTY**.

WHEREAS, in terms of the Joint Development Agreement, the Developer is obligated to put up construction of Villas over the plots fallen to the share of the Owner and completed the construction in terms of the agreed specification and has handed over the same to the Owner.

WHEREAS, the Purchaser/s after being satisfied with the title of the Owner and the scheme formulated by the Developer and also being satisfied with the approvals, sanctions and drawings and the construction of the Villa in terms of specifications, has/have agreed to purchase the above said Schedule B Plot, together with Villa No. _____, admeasuring _____ sq. feet built up area constructed on the Schedule B Plot, in the layout known as “SCIONI VILLARICA”, morefully described as

the **SCHEDULE "C" PROPERTY** and the Purchaser/s has/have agreed to purchase the Schedule B & C Property/s, along with _____ **Sq. feet** of Undivided share of land (being the proportionate share of land area, occupied by the Club House), which undivided share of land is morefully described as **SCHEDULE 'D' PROPERTY**, with rights, liabilities & restrictions in the enjoyment thereof as mentioned in the **Schedules 'E'** hereto. Hence this Deed of Sale:

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

- 1) That in pursuance of the aforesaid agreement and as desired by the Owner, the Purchaser/s has /have paid the entire sale price of **Rs. _____/- (Rupees _____ Only)** to the Owner, the receipt of which sum, the Owner hereby admits and acknowledges before the undersigned witnesses, the hereby grants, conveys, sells, transfers, assigns and make over UNTO the Purchaser/s the Schedule B Property and also all their right, title, interest and ownership in the Villa described in Schedule 'C' below and also enjoy the common areas and facilities i.e., the Schedule D Property, together with all those rights and obligations mentioned in Schedule E hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Owner hereby confirms having transferred all its rights in respect thereto in favour of the Purchaser/s for the consideration received and acknowledged as above.
- 2) The Owner hereby covenants with the Purchaser/s notwithstanding any act, deed or thing heretofore done, excluded or knowingly suffered, the Owner has full power and absolute authority and indefeasible title to sell the Schedule 'B', 'C' and 'D' Property and the Purchaser/s shall hereafter peacefully and actually Hold, Possess and Enjoy the Schedule 'B', 'C' and 'D' Property without any claim or demand, disturbance or interruption whatsoever from the Owner/ Or Developer. The Purchaser/s shall be entitled to enjoy Schedule 'B' , 'C' and 'D' Properties subject to the terms stated herein and subject to terms and conditions mentioned in the Agreement/s entered to by the Owner and the Purchaser/s.
- 3) The Owner further covenants that they shall at the cost of the Purchaser/s do or execute or cause to be done or executed all such lawful acts, deeds and things and execute at the cost of Purchaser/s deeds of further assurances, confirmation deeds, rectification deeds and other things whatsoever for further and more perfectly and more fully conveying and assuring ownership and possession of the Property/s hereby conveyed.
- 4) The Owner assures that apart from them, there are no other persons interested in the Schedule B, C & D Properties or portions thereof.
- 5) The Purchaser covenants that in the event of the Villa constructed on the Villa Plot in terms of the agreement between the Owner and the Purchaser, being demolished or destroyed due to any reason, the Purchaser at his/her cost, will be titled to reconstruct the same, without changing the elevation and color scheme, and within the footprint of such villa as initially approved by the relevant planning authority and constructed by the Developer.

6) The Owner/Developer has handed over the actual and physical possession of the Schedule 'B', 'C' and 'D' Property and Purchaser/s shall however not in any way be entitled to hinder the development in "SCIONI VILLARICA", if any or any extensions thereto as may be proposed by Owner from time to time.

7) The Owner has no objection for the Purchaser/s to secure at Purchaser's cost separate Khata of the Schedule B, C & D Properties from the local authorities.

8) The Purchaser/s shall enjoy Schedule B, C & D Properties subject to such rights, covenants and obligations imposed upon the Purchaser/s as stated in Schedule 'E' herein. The Owner agrees to require every person who is the owner or becoming the owner of the Plot of land and Villa/s in "SCIONI VILLARICA" to undertake and observe the restrictions imposed herein.

9) The Sale of the Schedule 'B', 'C' and 'D' Property is subject to the right of the Owner and Developer to make use of all the internal layout roads and passages in "SCIONI VILLARICA" for the purposes of ingress and egress and the Purchaser/s hereby confirm that the Owner and/or Developer are entitled to and shall have perpetual right of ingress and egress over all the roads and passages in the Schedule 'A' Property for undertaking developments and construction activities in the adjoining lands which the Owner and/or Developer may purchase or otherwise acquire from time to time and the Purchaser/s or the Association that may be formed in the said "SCIONI VILLARICA" layout shall have no right to question the same or cause any hindrance or obstruct the utilization of the said rights of the Owner and/or Developer for undertaking development or construction activities in the adjoining and nearby lands. The Purchaser/s and other Occupants of Villas in "SCIONI VILLARICA" shall have the right to use and enjoy all common roads, utilities including lighting, sewerage, water and electricity and Club House in "SCIONI VILLARICA".

10) In view of the above scheme, the Owner/Developer is providing common amenities to the entire Project 'SCIONI VILLARICA' to be utilized in common by all the Villa Owners constructed over the Schedule A Property. The Common Amenities provided in the project shall include common right of way for ingress and egress to "SCIONI VILLARICA", Swimming pool, Gym, Tennis Court, Multipurpose hall etc.,(hereinafter referred to as the Club) and the Purchaser/s herein and shall be utilized in common by all the Villa/s owners, their Successors-in-title, representatives, etc.,".

11) COMMON MAINTENANCE:

11.1) The Purchaser/s shall from the date of securing possession of the Schedule 'C' Villa or from this date whichever is earlier, shall be liable to proportionately share and pay for the common maintenance expenses to the Developer or the Agency appointed by the Developer for maintenance of all the common areas and facilities in "SCIONI VILLARICA".

11.2) All expenses incurred in providing common maintenance services shall be taken

into account for arriving as common area maintenance expenses to be shared by all the owners of the Villas in “SCIONI VILLARICA”. The Purchaser/s shall pay to the Developer and/or the Agency to be appointed by Developer for maintenance of services in “SCIONI VILLARICA” including for the following expenses in proportion to area in Schedule 'B' 'C' and 'D' Properties as provided above:

- a) Expenses for maintenance of pump sets, generators and other machineries, sanitary and electrical connections in the “SCIONI VILLARICA”, including the cost of AMC's for these equipments;
- b) Electricity consumption charges for running all common services and lighting the common areas and all open areas and water consumption charges;
- c) Costs of replacement of electrical fittings and bulbs in all common areas and open places;
- d) Expenses for maintenance of the roads, open land, white washing and colour washing of common areas, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, pots and other plants and trees in “SCIONI VILLARICA”;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc., so appointed;
- g) Such other expenses which are common in nature and not attributable in particular but relates to the layout “SCIONI VILLARICA’ in general.

11.3) The Purchaser/s shall permit the Developer, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'B', 'C' and 'D' Properties or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'B', 'C' and 'D' Properties and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses and to restore on payment of all arrears with or without penalty/damages/interest.

11.4) The Purchaser/s hereby agrees and undertakes to be a member of the proposed Owners' Association as and when formed by Developer and from time to time sign and execute all applications for membership and other papers, Bye-Laws and documents as may necessary to form the Association and run the Association. The Purchaser/s shall observe and perform all the Bye-Laws and all the Rules and Regulations of the said Owners' Association and proportionately share the expenses of running the Association and its activities.

11.5) In the event the Owners' Association being formed before the sale and disposal of all the Villas by the Developer or the Owners in “SCIONI VILLARICA”, the power and authority of the said Association of Owners to manage “SCIONI VILLARICA”, shall be subject to the overall authority and control of the Developer on all matters concerning the management of “SCIONI VILLARICA” and of the constructions and completion thereof and the amenities pertaining to the same and in particular the

Developer shall have absolute Authority and control as regards the unsold Villas and the disposal thereof.

11.6) The Purchaser/s has/have borne and paid the Stamp Duty and Registration Fee payable on this Deed. The owner and/or the Developer shall not be responsible for any undervaluation or any proceedings initiated by the statutory authorities in relation thereto.

SCHEDULE A PROPERTY

ALL THAT PIECE AND PARCEL OF THE Residentially converted Land bearing Survey Number-61/3 measuring 3 Acres 16 Guntas (Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.42/2012-13, issued by Deputy Commissioner, Bangalore) situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk:

and bounded on the:

East by : Land in Survey Number-59;
West by : Road and Remaining Portion of Land in Survey Number-61/3;
North by : Land in Survey Number-61/4;(Item No.2)
South by : Land in Survey Number -61/2;

ITEM No.2

ALL THAT PIECE AND PARCEL OF THE Residentially converted Land bearing Survey Number-61/4 measuring 1 Acre 30 Guntas (portion of Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.43/2012-13, issued by Deputy Commissioner, Bangalore) situated at AddeVishwanathapura Village, HesaraghattaHobli, Bangalore North Talukand bounded on the:

East by : Land in Survey Number-59;
West by : Road and Remaining Portion of Land in Survey Number-61/4;
North by : Portion of Sy.No.61/4 &Land in Survey Number-61/5;
South by : Land in Survey Number-61/3;(Item No.1)

COMPOSITE SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF THE Residentially converted Land bearing Survey Number-61/3 measuring 3 Acres 16 Guntas (Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.42/2012-13, issued by Deputy Commissioner, Bangalore) and Residentially converted Land bearing Survey Number-61/4 measuring 1 Acre 30 Guntas (portion of Converted vide Official Memorandum dated 20.06.2013 bearing No.ALN(NA)(HA)S.R.43/2012-13, issued by Deputy Commissioner, Bangalore), situated at Adde Vishwanathapura Village, HesaraghattaHobli, Bangalore North Taluk and bounded on the

East by : Land in Survey Number-59;

West by : Road & Remaining Portion of Land in Survey Number-61/4; North
by : Remaining Portion in Sy.No.61/4 & Land in Survey Number-
61/5;
South by : Land in Survey Number-61/2

SCHEDULE B PROPERTY

Residential Plot bearing **No. _____**, bearing V.P.Khata No. _____ and Khata Number as per Grama Panchayat Records No. _____, measuring **East to West _____ meters** and **North to South _____ meters**, totally measuring _____ **Square Meters** or _____ **Square Feet**, situated at _____ in the layout known as “**SCIONI VILLARICA**”, with all rights, appurtenances whatsoever hereunder or underneath or above the surface; and bounded on the:

East by : _____;
West by : _____;
North by : _____;
South by : _____;

SCHEDULE C PROPERTY

A Residential VILLA bearing No. _____, comprised of _____ Floor and _____ Floor measuring _____ Square feet of built up Area, containing _____ Bedrooms, with **RCC Roofing, Marble and Wooden flooring, Wooden Doors, constructed** over the Schedule B Plot in the Layout known as “**SCIONI VILLARICA**”, The Plan Sanction for Villa is sanctioned by _____ Planning Authority, vide _____ dated _____.

SCHEDULE D PROPERTY

_____ sq. feet of Undivided share of land (being the proportionate share of land area, occupied by the Club House) over the Plot bearing **No. _____** bearing V.P.Khata No. _____ and Khata Number as per Grama Panchayat Records No. _____ measuring **East to West _____ Meters** and **North to South _____ meters**, totally measuring _____ **Square Meters** or _____ **Square feet**, situated at _____ in the layout known as “**SCIONI VILLARICA**”, along with rights to pass through all the common passage, leading to the Main Road.

SCHEDULE E

RIGHTS, COVENANTS AND OBLIGATIONS OF THE PURCHASER

The Purchaser/s of Plots and Villa shall be entitled to the following rights, bound by the following covenants and shall have the following obligations;

1. Owner/s of a Plot and Villa situated thereon may transfer his/her/their Plot and Villa situated thereon by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner to the same extent and subject to the same rights, privileges, obligations, liabilities, legal proceedings and remedies

as any other immovable property, or make a bequest of the same under the Applicable Laws to the transfer and succession of immovable property.

2. Any sale of Plot and Villa situated thereon shall be effected in full and not in portions thereof.
3. An owner/s of Plot and Villa situated thereon shall be entitled to apply for and obtain separate khata and assessment of property tax and other similar taxes and levies by appropriate municipal and other relevant authorities in respect of such Plot and Villa situated thereon.
4. No owner of a Plot and Villa situated thereon shall do/cause to be done any act or deed on /Within such Plot and Villa situated thereon or within the Project SCIONI VILLARICA which would jeopardize the safety of any of the structures in the Project SCIONI VILLARICA, reduce the value thereof or impair any easement or hereditaments thereof.
5. Owners of the Plots and Villas situated thereon shall mandatorily take up membership of the Owners Association, as and when formed. Each such owner shall comply strictly with the bye-laws that may be prescribed by the Developer and the Owners Association, as and when formed, and with the administrative rules and regulations adopted pursuant thereto, as may be amended from time to time by the Owners Association. Failure to comply with any of the same shall be a ground for an action for damages or injunctive relief or both maintainable by the Developer or Owners Association, as applicable.
6. Each purchaser of the Plots and Villas shall be entitled to use the Common Areas and Common Amenities with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other purchasers of Plots and Villas and on such terms and conditions as may be stipulated from time to time by the Developer and the Owner's Association, as and when formed.
7. The necessary work of maintenance of the Common Areas and Common Amenities and the repair and replacement of the facilities and equipments therein and the making of any additions or improvements thereto shall be carried out only by the Developer or the Owner's Association, as and when formed.
8. No owner of a Plot and Villa situated thereon may exempt himself from the obligation and the liability for his/her/their contribution for the common expenses/charges towards the Common Areas and Common Amenities by waiver of the use or enjoyment of any of the Common Areas and Common Amenities or the facilities and equipments provided in the Project SCIONI VILLARICA, or by abandonment or non-usage of his Villa.
9. Any non-payment of the maintenance charges or any share of common expenses/charges chargeable and as assessed by the Developer or the Owner's

Association for the use and maintenance of the Common Areas and Common Amenities or the facilities and equipments provided therein, by any purchaser in respect of his Plot and Villa shall constitute a charge on such Plot and Villa prior to all other charges, except only charge, if any, for payment of Government and municipal taxes.

10. Each owner of Plot and Villa situated thereon acknowledges that the rights and obligations set out herein are also applicable to owners of other Plots and Villas situated thereon and by acquiring ownership of his Plot and Villa situated thereon, he is deemed to have expressed his no objection and consent to owners of all other Plots and Villas situated thereon to exercise their rights specified in this Annexure.
11. The rights/restrictions/obligation in this Deed shall continue to be binding on all successors-in-title to each Plot and Villa situated thereon.
12. The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the common roads and passages in the Project 'SCIONI VILLARICA'. The earmarked exclusive areas shall, however, be available to the Developer or its representatives when necessary for attending to any repairs; maintenance and/or clearing overhead/underground water tanks;
13. The Purchaser shall, without prejudice to similar rights of other owners of the Plots and Villa in the Project SCIONI VILLARICA, also have the following rights:
 - a) The right to uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Purchaser's Villa 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 Project SCIONI VILLARICA or any part thereof;
 - b) 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 Project SCIONI VILLARICA, however, recognizing and reciprocating such rights of the other owners of the Plots and Villas in the Project SCIONI VILLARICA;
14. The Purchaser shall not interrupt passage of water, gas, electricity, sewerage, cable etc., 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 Villa Plot / Purchaser's Villa or Project SCIONI VILLARICA or any part thereof and shall not violate rights of the owners of other Plots and Villas in the Project SCIONI VILLARICA,.
15. The Purchaser shall not at any time, carry on or suffer to be carried on in the

Purchaser's Villa or any part thereof any noisy, offensive or dangerous activity which may be or become in any way a nuisance, annoyance or danger to the Developer or the other owners or occupiers of the Plots and Villas in the Project SCIONI VILLARICA or other developments in the Project Land, or which may tend to depreciate the value of the said Villas or other developments in the Project Land or any part thereof;

16. The Purchaser shall use the Purchaser's Villa only for private residential purposes and shall not be Put to use for any kind of commercial or semi commercial use including but not limited to use as a guest house or as a serviced villa;
17. The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in places other than that may be demarcated and allotted by the Developer for such purposes;
18. The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, generators, fire safety equipments and services, pollution Control and general safety equipments and services of the Project SCIONI VILLARICA;
19. After the maintenance of the Project SCIONI VILLARICA is handed over to the Owner's Association in terms of this Agreement, 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 owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services;
20. The Purchaser shall not dispose waste / refuse arising in / from the Villa Plot and the Purchaser's Villa in any place other than the places designated therefore;
21. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Purchaser's Villa including front boundary and not to change the location of the toilets, kitchens or plumbing lines, the external colour scheme/elevation/facade/decor of the Project SCIONI VILLARICA.
22. The Purchaser shall not alter or subscribe to the alteration of the name of the Project, which shall always be known as "SCIONI VILLARICA".
23. The Purchaser shall not, without the prior written permission of the Developer or the Owner's Association, as and when formed:
 - (a) Alter or modify the RCC framed structure or any part of the structure of the Purchaser's Villa;
 - (b) Any alteration or modification in the RCC framed structure or any part of the

structure of the Purchaser's Villa shall be with the consent and as per the plan provided by the structural consultant, that may be appointed by the Developer or the Owner's Association, as the case may be;

(c) Alter or modify any part of the Purchaser's Villa, affecting elevation of the Purchaser's Villa;

(d) Alter or modify external colour scheme / external cladding of the Purchaser's Villa, affecting the elevation or appearance of the Purchaser's Villa;

(e) Undertake any new permanent / temporary construction in the Villa Plot;

(f) Alter or modify external services like PHE/Ext Electrical / Irrigation system under any circumstances;

(g) Alter or modify the front landscaping detailing in the Villa Plot;

(h) Alter the adjoining compound wall;

(i) Alter the car porch roof cover;

(j) Install or fix any additional booster pumps affecting water supply to owners of other plots in the Project SCIONI VILLARICA;

(k) Alter or modify the doors / windows affecting the views and elevation of Purchaser's Villa;

(l) Alteration / modification of front or other side boundaries of the Villa Plot.

In addition to prior written consent of the Developer and / or the Owner's Association, the Purchaser shall also obtain all necessary consents and no-objections that may be required under the Applicable Laws from any Government Authority, at his own costs.

24. The Purchaser shall not encroach any of the Common Areas and Common Amenities.

CONFIRMING PARTY/DEVELOPER

1.

2.

M/s. _____

Represented by its Authorised Signatories Mr. _____ and
_____ Board Resolution dated _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Deed of Absolute Sale on the day, month and year first above written:

WITNESSES:

1.

OWNER

2.

1.

2.

PURCHASER/S

DRAFTED BY:

K.V.NARENDRA & ASSOCIATES,
Advocates, No. 3092, 1st Floor, Indira Nagar,
Bangalore – 560 008.