

ABSOLUTE SALE DEED

THIS DEED OF INDENTURE OF ABSOLUTE SALE is made and executed on / / at Bangalore

Executed by:-

1. Mrs. Krishnamma, aged about 74 years
W/o Late Bachappa
2. Mrs. Shanthamma, aged about 56 years
W/o Mr. Muniyappa
R/at Kanegowdarapalya
Nadavati Post, Hoskote Taluk,
Bangalore - 560 067
3. Mrs. Parvathamma, aged about 53 years
W/o Mr. Narayanappa
R/at Rayasandra Bachapura Hobli
Devanahalli Taluk
Bengaluru
4. Mrs. Bhagyavathi S.P, aged about 51 years
W/o Mr. Krishnappa
R/at Jakkur, Yalahanka Hobli, Bangalore
5. Mr. S B Balasubramani, aged about 53 years
S/o Late Bachappa
6. Mrs. Komala B, aged about 25 years
W/o Mr. Byregowda Y.M
R/at Police Quarters, Hegdenagar,
Shivaramkaranthnagar Post,
Bangalore
7. Mrs. Hemavathi B aged about 23 years
W/o Mr. Keshava C
R/at Thanisandra,
Shivaramkaranthnagar post
Bangalore
8. Mr. Vishwanath B, aged about 19 years
S/o. Mr. S B Balasubramani
9. Mrs Meenakshi, aged about 43 years

W/o Late SB. Muniswamigowda

10. Mr. Pavan, aged about 26 years
S/o Late SB. Muniswamiswami
11. Mrs. Lakshamma, aged about 42 years
W/o Late Kodhandaramamurthy,
12. Mrs. Bhanupriya aged about 24 years
W/o Mr. A. Manjunath
R/at Mahadeva kodigehalli
Boodigere Hobli, Bangalore
13. Mrs. Shwetha, aged about 22 years
W/o Mr. Mune Gowda
R/at Chennakallu, Malur Taluk,
Kolar Dist.
14. Mr. Suresh, aged about 21 years
S/o Late Kodandaramamurthy
15. Mr. Venkatesh, aged about 43 years
S/o Late Bachappa
16. Mr. Harshith Gowda, aged about 15 years
Represented by his natural guardian
Mr. Venkatesh
17. Mr. Ganesh, aged about 41 years
S/o Late Bachappa
18. Ms. Lalitha, aged about 14 years
Represented by his natural guardian
Mr. Ganesh
19. Mr. Munesh, aged about 10 years
Represented by his natural guardian
Mr. Ganesh

Parties No. 1,5,8,9,10,11,14 to 16, 17 to 19
are Residing at Sriramapura Village,
Jakkur Post, Yelahanaka Hobli
Bangalore North Taluk.

Bangalore

(Hereinafter referred to as “the Owners”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include there legal representatives, heirs, administrators, executors and permitted assigns) of the ONE PART ,

Vendors are Rep by Registered GPA Holder

M/S. MITHUNA CONSTRUCTIONS PVT LTD

Having its registered office at No. 1342,

5th floor, Skanda Towers,

Dr. Shivramkaranthnagar,

MCEHS Layout, Jakkur Post, Yelahanka Hobli,

Bangalore North, Bangalore-64

Represented by its Managing Director,

Mr. Hanumantha

S/o. Late Sri. Suryanarayana. C.H.

Hereinafter called as the FIRST PARTY / OWNERS (which expression wherever the context so requires or admits shall mean and include their respective Heirs, Executors, Administrators, Legal Representatives and Assigns etc. of the FIRST PART).

AND

M/S. MITHUNA CONSTRUCTIONS PVT LTD

Having its Registered office at No. 1342,

5th floor, Skanda Towers,

Dr. Shivramkaranthnagar,

MCEHS Layout, Jakkur Post, Yelahanka Hobli,

Bangalore North, Bangalore-64

Represented by its Managing Director,

Mr. Hanumantha

S/o. Late Sri. Suryanarayana. C.H.

aged about 46 years,

Company PAN No: AAICM3241J.

Hereinafter called as the SECOND PARTY / DEVELOPER (which expression wherever the context so requires or admits shall

mean and include their respective Heirs, Executors, Administrators, Legal Representatives and Assigns etc of the SECOND PART)

In Favour of:

PAN :-

Hereinafter referred to as the "PURCHASER/S", (which expression shall wherever the context so requires or admits, mean and include his/their heirs, successors in title, administrators, executors, legal representatives and assigns of the THIRD PART)

WHEREAS:

- a.** WHEREAS the Smt. Gokula has acquired the schedule property from Pillappa and family members in Sy No. 51/1, 51/2 and 52 through registered sale deed Dated: 6.06.1956 vide document No.1911/56-57 registered in sub-Register Bangalore North, Bangalore and pursuant to the sale deed Smt. Gokula was put in peaceful possession and enjoyment of Properties and mutated the khata in her name.
- b.** WHEREAS Subsequent to purchase of the above mentioned property by Mrs. Gokula, The Karnataka Inam Abolition Act was enacted and in the proceedings in case No. 75, the property bearing Sy No. 51/1, 51/2 and 52 of Srirampura village Yelahanka Hobli, Bangalore North Taluk was the matter of adjudication and the Special Deputy Commissioner for Inam Abolition by his Order Dated: 25.05.1959 and pursuant to the orders, the occupation of Mrs. Gokula in respect of the Survey Nos. 51/1, 51/2 and 52 of Srirampura village Yelahanka Hobli Hobli, Bangalore North Taluk was duly confirmed.

- c.** WHEREAS the FIRST PARTY No. 1 husband Late SM Bachappa and his brother SM Krishnappa have jointly acquired the schedule Properties bearing Sy No. 51/1 51/2 and 52 in all measuring 3 Acres 19 Guntas of land from their Erstwhile owner Smt. Gokula through registered sale deed Dated: 12.09.1960 vide document No. 4751/60-61 registered in sub-Register Bangalore North, Bangalore were in peaceful and enjoyment of schedule Properties in life time.
- d.** WHEREAS the first party Husband Late Bachappa and his brother SM Krishnappa have entered into unregistered family partition dated: 22.08.1993 and they have divided the joint family properties. The schedule Properties fallen to the share of First Party Husband name Late. SM Bachappa in item No. 3 measuring 4426Sq.ft Gramatana property and item No. 4 bearing Sy No. 51/1, 51/2 and 52 in all measuring 1Acre 29½ Guntas of schedule Properties during his lifetime. Thereafter, Late Bachappa has filed appeal Before the Asst Commissioner for mutation of Khata in his name as per case in RA No. 174/94-95, the same was allowed and mutated the Khata in the name of Late SM Bachappa for land bearing Survey No. 51/1 measuring 1 Acre 13 Gunta as per order Dated: 20.01.1998 khata have been restored in the name of applicant as per RA order No. 174/94-95.
- e.** WHEREAS Late Bachappa has mutated the khata as per family partition MR No. 2/94-95 land bearing Sy No. 52 measuring 16 Guntas, Sy No. 51/2 measuring 27 Guntas and Sy No. 51/1 measuring 27 guntas in all measuring 1 Acre 30 Guntas is in peaceful and enjoyment of schedule Properties during his life time being an absolute owner transferred all other revenue documents. He has applied for conversion of schedule Properties, before grant of permission the authority has verified all the revenue records including survey sketch tippani akarband and further there has no proceedings under section 79A and

Section 79B of the Karnataka Land Reforms Act and the schedule property is not the land coming under the schedule Caste and Schedule Tribes, the same has been converted for residential purpose vide order No. ALN-SR(NA)-194-2002-03 Dated: 27.01.2003 issued by Deputy Commissioner, Bangalore.

- f. WHEREAS S.M Bachappa passed away intestate on 25.03.2007 The FIRST PARTIES have succeed legal heirs of Late SM Bachappa and mutated the Khata in their names as absolute owners of the Properties. The FIRST PARTY have derived absolute right, title over the Properties described in Schedule hereunder and have been in possession and enjoyment and free from all encumbrances.
- g. However, the FIRST PARTIES have divided a portion of said Properties Khata No. 196/14/1 measuring 4426Sq.ft of Gramatana property. The same was divided between the first parties herein vide partition deed Dated: 20.06.2009 registered as No. BYP-1-00884/2009-10 CD No. BYPD-30 in the Sub Registrar Office Byatarayanapura, Bangalore. Thereafter they mutated the Khata in their respective names as per partition deed vide BBMP Khata No. 196/14/1/1 in respect of land measuring 4426Sq Ft. only
- h. WHERAS the Late SB. Muniswamy Gowda who is the husband of First Party at Sl No.9 has executed a registered Gift Deed southern portion Properties bearing Khata No. 196/14/1/1-3 in favour of First Party at Sl No. 11's Husband viz., Late Kodanda Murthy during his life time vide document No. YNAN/1/03827/ 12-13 CD No, YAND - 424 Dated: 24.08.2012 measuring East to West - 27-0 Sq.ft North to South 27-6 Sqft measuring 742.5 Sq.Ft.
- i. WHERAS, the said Late Kodandamurthy had executed a registered Gift Deed in southern portion property bearing No. 196/14/1/1-3 in favour of First Party at Sl No. 11 who is his wife during his life time vide document No. YNAN-1-03849/ 12-13 CD No, YAND - 424 Dated: 24.08.2012 measuring East to West - 27-0 Sq.ft North to South 27-6 Sqft in all measuring 742.5 Sq.Ft.

- j. WHEREAS, the parties of the First parties adjacent to each other and have common intention to develop and construct multi storied residential apartment in the schedule survey numbers 51/1, 51/2 and 52, the first parties have amalgamated, BBMP katha No. 420/51/1, 51/2, 52 measuring **76230 Sq.Ft** and Old Khata No. (1) 196/14/1 measuring 27.6 x 26.6Sqft (2) 196/14/1/1-1 measuring 27.6x26.6Sq.Ft (3) 196/14/1/1-2 measuring 27.6x27 Sq.ft (4)196/14/1/1-3 measuring 27x27.6Sq.ft (5) 196/14/1/1-4 measuring 27.6x27.6Sq.ft (6)196/14/1/1-5 measuring 27.6x26.6 in all measuring 4426Sq ft amalgamated New BBMP Khata No. 420/51/1, 51/2, 52 in all measuring **80656 Sq ft.**,. in their names, which is more particularly described in Schedule hereunder and herein after called as SCHEDULE PROPERTY.
- k. WHEREAS ever since amalgamate the khata of Schedule Property the Owners are in peaceful possession and enjoyment of the same exercising all acts of dominion and Ownership by getting the Katha and other BBMP record mutated into their respective names.
- l. Whereas the SESCOND PARTY/DEVELOPER is a registered company vide its CIN U45200KA2012PTC066571/2012-13 , Dated 02/11/2012, who is in the field of Construction and Development of immovable properties and the Vendors have decided to do a Joint Development with a developer and approached the Second Party/Developer and offered the "A" Schedule Property for joint development of the 'A' Schedule Property.
- m. WHEREAS the party of the SECOND PARTY/DEVELOPER are satisfied with the ownership and marketable title of the FIRST PART/OWNERS agreed to develop the 'A' Schedule Property into constructing Residential Apartments and further they have offered to allocate 40% of the Built Up Area along with proportionate Undivided Share with all amenities to the vendors in consideration the parties of the vendors /owners shall permit and allocate the Second party **60%** of built up area

with the proportionate undivided right, title and interest with all amenities in the 'A' Schedule Property .

- n. Whereas the land owners have executed registered Joint Development Agreement in favour of **Developer** vide document No. in GNR-1-03608-2017-18 Dated: 01.12.2017 in the Office of the Sub-Registrar Gandhinagar, Bangalore in the office of the Sub-Register, Gandhinagar (Ganganagar), Bangalore for the built up area and undivided share and in support of the JDA the 1st parties/ owners have executed registered General Power of attorney in favour of the 2nd party /Developer herein vide document No. Book-00331/2017-18 stored in CD No. GNRD-136 Dated: 01.12.2017 in the office of Sub-Register Gandhinagar (Ganganagar), Bangalore, and subsequently the rectification deed executed by the 1st parties in favour of 2nd party under registered deed of rectification to GPA vide Document No: GNR-1-04899-2017-18 stored in CD No. GNRD140 dated 19-02-2018 in the office of Sub-Register Gandhinagar (Ganganagar), Bangalore, with specific power to development and to alienate their share of built up area along with undivided share and car parking area, and all other amenities. with specific power to development and to alienate their share of built up area along with undivided share and car parking area, and all other amenities. The owners and Developer have finalized the development of the schedule A property Apartment plan and approved building plans, designs and specifications prepared by the architects of the Developer and construction of Basement, Ground floor and 13 upper floor (B+G+13 Floors) along with the amenities and facilities in the above said project multistoried residential building known as "**MITHUNA WHITE ASPERA**". BBMP Yelahanka Zone Bangalore, has approved plan vide L.P. No. BBMP/Addl Dir/ JD North / 0264/17-18. **BWSSB** has issued No Objection Certificate Vide Certificate No. BWSSB/EIC/CE(M)/ACE(M) -I/DCE(M)-II/TA (M)-I/9070 dated 08-02-2018. Fire Force Department has issued No Objection Certificate vide Certificate No. GBC(1) 363/2017

Dated: 22.01.2018. As per the above said registered Supplementary Agreement dated 19/02/2018 allocation of **Flat No. ____- ____ Floor with Built up area of __ Sq. Ft.** which is herein after referred to as 'B' Schedule property along **with one Covered car parking area** at ____ - came to be allotted to the share of the Developer /second party herein, having absolute right title power to alienate and to convey the same to in favour of intended purchasers.

- 1 WHEREAS, the Purchaser/s herein approached the DEVELOPER herein offering to purchase ____ Sq feet built up area along with undivided share of ____ Sq.Ft and interest, right and title in the Schedule 'A' Property more fully described in the Schedule 'B' hereunder on certain terms and conditions to which the DEVELOPER agreed to procure to such Purchaser, such rights and obligations mentioned in writing under this agreement as follows:-
- 2 WHEREAS for the purpose of owning individual residential apartment in the residential building comprising of residential units on the Schedule 'A' property constructed by the DEVELOPER, undivided right and interest in the Schedule 'A' property is identified with each of the units and a residential unit along with undivided right and interests and a covered car parking in the land covered by the Schedule 'A' property will be sold to the prospective buyer and the land covered by the Schedule 'A' property will be owned by all such persons owning the apartments therein as co-owners with all matters of common concern, share, amenities, facilities, liabilities etc., in the said land.
- 3 WHEREAS the VENDOR/Developer have worked out the tentative proportion of undivided share to sell in accordance with the proposed individual construction of apartments, parking space, etc., which forms the basis for the sale.

- 4 WHEREAS the PURCHASERS herein being satisfied with the title of the VENDORS and the scheme formulated by the DEVELOPER with regard to the Schedule 'A' property and the plan sanctioned, and accordingly the DEVELOPER have agreed to sell to the PURCHASERS an undivided share of land measuring an extent **of** ____ Sq. ft. in Schedule 'A' property in order to enable the PURCHASERS to own an apartment constructed by the DEVELOPER.
- 5 WHEREAS the SECOND PARTY/DEVELOPER is a registered company, CIN-U45200KA2012PTC066571/2012-13 Dated: 02.11.2012 represented by its Managing Director, is authorised vide the Joint Development Agreement and General Power of Attorney and Supplementary Agreement for allocation of flats entered in to with the VENDORS herein as mentioned above.,
- 6 WHEREAS the PURCHASERS have agreed to own undivided share, right, title and interest in the Schedule 'A' property along with the other purchasers of the remaining undivided share, right, title and interest there under as the case may be.
- 7 WHEREAS, the VENDORS, represented by their General Power of Attorney Holder , have decided to sell to the PURCHASERS, ____ **Sqft** of undivided share in Schedule 'A' Property with the right of ownership of the apartment bearing flat No. ____ **in** ____ **Floor** in the building known as "**MITHUNA WHITE ASPERA**" apartment having __ **Sq.Ft** of built up area with one covered car parking in the Basement together with proportionate share in common areas, constructed on Schedule 'A' property, more fully and specifically described in **Schedule 'B' & 'C'** hereunder for the sake of brevity, hereinafter referred as the Schedule 'B' & 'C' property for a total sale consideration of **Rs. ____/- (Rupees _____ only)** free from all encumbrances, liens, charges, litigations, acquisition,

proceedings etc., whatsoever, making the following representations: that the VENDOR/Developer are the sole and absolute owners of the Schedule 'A' property and there title to the Schedule 'A' Property is good, marketable and subsisting and none else have any right, title, interest or share therein; that the Schedule 'A' Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind; that the VENDOR/Developer are in peaceful possession and occupation of the Schedule 'A' property and that there is no tenancy claims in regard to the Schedule 'A' property under the Karnataka Land reforms Act; that the Schedule 'A' property is not a land in respect of which, there is prohibition regarding sale and that there is no bar or prohibition for the VENDORS / Developer to acquire, hold or sell the same; that the VENDORS / Developer have not entered into any agreement or arrangement for sale or transfer of the Schedule 'A' Property with anyone else; that the VENDORS have paid the land revenue and other taxes, rates, cesses and outgoings in regard to the Schedule 'A' Property up to date; and acting on the said representations, the PURCHASER has agreed to Purchase the **Schedule 'B' & 'C' Property** for a total **Sale consideration of Rs. _____/-(Rupees Thirty Four Lakhs only)** which includes **one covered car parking** at the Basement floor.

THIS INDENTURE OF ABSOLUTE SALE DEED WITNESSETH AS FOLLOWS:-

- 8** That in pursuance of the foregoing and in consideration of **Rs. _____/-(Rupees _____ only)** paid by the PURCHASER to the Developer by following manner.
- a) Rs. _____/- (Rupees one Lakh only) by Cheque no. _____ dated _____ drawn on _____ Bank, _____ Branch, paid to Vendors/ Developer.

On receipt of which the Developer /hereby accept and acknowledge in full and final settlement and satisfaction of the sale price, the Developer /VENDOR do hereby jointly and severally grants, transfers and conveys UNTO the PURCHASERS BY WAY OF SALE, with all rights, title and interest, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the PURCHASER/S, as absolute owners of **Schedule 'B' & 'C' property** and set over the possession of the **Schedule 'B' & 'C' property** to the PURCHASER/S as absolute owners from here on and forever, free from all encumbrances, attachments, acquisitions, claims etc.;

21. That the PURCHASER/S shall be entitled to quietly enter upon and hold, possess and enjoy the Schedule 'B' & 'C' property hereby conveyed as absolute owners and receive the profits and income there from, without any interference or disturbance from the VENDOR/Developer or his predecessors-in-title or any person claiming through or under them or anyone claiming any legal title.
22. That the title of the Developer/Vendor to the Schedule 'B' & 'C' property hereby conveyed is good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law.
23. That the Developer/Vendor are the sole and absolute owner of the Schedule 'B' & 'C' property and none else have any right, title, interest or share therein;
24. That the Schedule 'B' & 'C' property hereby conveyed is not subject to any encumbrances, court attachments, acquisitions, tenancy, Mortgages, wills, clogs, lien, surety ship claims, minor maintenance, stridhana claims, bank debts, decrees, any crown debts like land revenue dues, sales tax or income tax dues, any other government dues

standing in the name of the VENDOR/Developer or other proceedings or charges of any kind;

25. That all rates, taxes and cesses relating to the Schedule 'B' & 'C' property hereby conveyed, have been paid by the VENDOR /Developer up to date;
26. That the VENDOR/Developer shall, whenever so required by the PURCHASERS do and execute all such acts, deeds and things, more fully and perfectly assuring the title of the PURCHASER/S to the Schedule 'B' & 'C' property hereby conveyed;
27. That the VENDOR /Developer shall keep the PURCHASER/S fully indemnified and Harmless at all times, against any loss or liability, cost or claim, action or Proceedings that may arise against the PURCHASER/S of the Schedule 'B' & 'C' property hereby conveyed, by reason of any defect in or wants of title on the part of the VENDOR/Developer or their predecessors-in-title or any person claiming through or under them or anyone claiming any legal title thereto, and against any consequential disturbances or interferences to the peaceful possession and quiet enjoyment of the Schedule 'B' & 'C' property by the PURCHASER/S.
28. The VENDOR/Developer has signed form/application for transfer of the katha of the Schedule 'B' & 'C' property in favour of the PURCHASERS herein and has No Objection for such transfer.
29. The VENDOR/Developer and/or their/its legal heirs hereby undertake to sufficiently Indemnify and compensate the PURCHASER/S against all such of the losses, damages that may be constrained to be suffered in future on account of breach of any of the covenants contained herein or on

account of any defect in the title of the VENDOR/Developer in respect of the Schedule 'A', 'B' & 'C' property.

SCHEDULE 'A' PROPERTY
(DESCRIPTION OF THE ENTIRE PROPERTY)

All that piece and parcel of converted land bearing survey Numbers 51/1 measuring 27 Guntas survey 51/2 measuring 27 guntas and Survey Number 52 measuring 16 guntas in all measuring 1 Acre 30 guntas, (76230 Sq.ft) vide conversion Order No. ALN/SR(NA)/194: 02-03 Dated: 27.01.2003 and old Khata Nos. (1) 196/14/1 measuring 27.6 x 26.6 Sqft (2) 196/14/1/1-1 measuring 27.6x26.6 Sq.Ft (3) 196/14/1/1-2 measuring 27.6x27 Sq.ft (4)196/14/1/1-3 measuring 27x27.6 Sq.ft (5) 196/14/1/1-4 measuring 27.6x27.6Sq.ft (6)196/14/1/1-5 measuring 27.6x26.6 in all measuring 4426Sq ft. amalgamated BBMP New Khata No. 420/51/1, 51/2, 52 in all measuring 80656 Sq ft. Situated at Srirampura, Yelahanka Hobli, Bangalore North Taluk, Bangalore Dist, and bounded on

EAST : Private property

WEST : Remaining Area of sy no 51/1,51/2 and 52

NORTH : Remaining Area of sy no 52

SOUTH : Road

.

SCHEDULE 'B' PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED OF SALE)
Apartment bearing **Flat No. __, __ Floor, having a total built up Area of ____ Square feet** constructed on Schedule 'A'

property, consisting of __ **bedrooms** with attached bathrooms, living room, kitchen with RCC roofing, vitrified tiles **with one covered car parking space** at the _____ in the building known as “**MITHUNA WHITE ASPERA**” together with share in common areas, lobbies, staircase, health club, pool and all other amenities and facilities, with right to pass through all the common passage leading to the main road and free for egress and ingress at all times and electrification done with concealed wiring together with standard specifications.

SCHEDULE ‘C’ PROPERTY

(PROPERTY CONVEYED UNDER THIS DEED OF SALE)

_____ sq. ft of undivided share, right, title and interest in land covered by the schedule ‘A’ property mentioned above.

SCHEDULE ‘D’

(RESTRICTION OF THE RIGHT OF PURCHASER/S)

The PURCHASER/S, so as to bind himself/herself/themselves successors, heirs and assigns and with the consideration of promotion and perfecting the PURCHASER/S rights and interest as the owners of the Schedule ‘B’ and ‘C’ Property and in consideration of the covenants of the VENDOR/Developer binding the owners of other apartment in the building hereby agrees to be bound by the following restrictions and covenants:

1. Not to raise or cause to be raised any construction in addition to that mentioned in Schedule B and C.
2. Not to use or permit the use of ‘B’ and ‘C’ Schedule Apartment in a manner, this would diminish the value, utility of the pipes, cisterns and other common Amenities provided in the building.
3. Not to use the space in the land described in Schedule ‘B’ and ‘C’ Property above, which is left open after the construction of the building for parking any heavy vehicles or to use the same in any manner, which might cause hindrance for the free ingress to or egress from any other part of the building.

4. Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of the Apartments under the said scheme.
5. Not to decorate the exterior of the said building constructed on Schedule 'A' Property otherwise than in a manner agreed to by the majority of owners of apartments comprised in the said building.
6. Not to make any arrangements for the maintenance of the exterior of the said building or the common amenities therein other than that agreed by the majority of owners of the apartments in the said building.
7. Not to use the Schedule 'B' and 'C' Apartments for any business or commercial purpose.
8. Not to do anything which will be the cause of nuisance or annoyance to the other occupants of the apartment.
9. Not to store in the building premises or bring into the building constructed in the Schedule 'B' and 'C' Property any goods, which are hazardous, combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to affect or damage the construction of structure of the building.
10. Not to use or permit the use of the common passage and the common staircase either for storage or for use by servants any time to hang household cloths and any other linen and other personal effects.
11. Not to make any structural modifications or alterations in his/her unit or installations located therein without previously notifying the DEVELOPER or the Association

SCHEDULE 'E'

The PURCHASER/S shall bear the proportionate share of maintenance for the following expenses

1. The PURCHASER/S shall become member of the apartment owners association. Ownership of 'B' and 'C' Schedule apartment shall automatically result in the PURCHASER/S becoming a member of the apartment owners Association.

2. The PURCHASER/S shall bear proportionate share of maintenance for the following exercises

a) All rates and outgoing payable, if any, in respect of Schedule 'A' Property and the building thereon.

b) The expenses of routine maintenance of the said building including painting, white washing, cleaning, etc., and the provision of any common service to building

c) Maintenance and replacement of telephones, pump-sets and other machinery, electrical lines, common to the said building, replacement of bulbs in corridors and other common places, bore-wells, pumps and water lines

d) Maintenance of potted plants in the building and all landscaped areas.

e) Maintenance of watchmen and security system provided.

3. All payments mentioned in Clause (2) above shall be paid as determined by the Association of flat owners to the Association. Till such time the Association is formed maintenance charges as determined by the DEVELOPER are to be paid to the Developer.

4. The PURCHASER/S shall also be liable to pay proportionate maintenance charges along with other purchasers of apartments in the various blocks in the entire Apartments being constructed on the Schedule 'A' Property, towards maintenance of sewage, service roads, parks and any other facilities by the enjoyment of which the PURCHASER/S are benefited.

5. All amounts towards maintenance etc., will be payable annually in advance for the first year from the date of possession. If the PURCHASER/S fail to make payment of maintenance charges, the association shall be entitled to cut off amenities like Power Backup, Health Club etc., to the 'B' and 'C' Schedule Apartment.

6. This is the first instrument of conveyance relating to the built up area, undivided share and one covered car parking area in the land relating to the apartment mentioned in Schedule 'B' and 'C' as per the sale consideration paid to the

VENDOR and accordingly stamp duty paid on the sale deed document.

The present market value of schedule flat is **Rs. _____ /-**
(Rupees _____ only) The purchaser/s has paid stamp Duty accordingly

In witness whereof the Vendor and Purchaser/s have signed this absolute sale deed on the day, month and year first above written.

WITNESSES:

1. Represented by their

VENDORS are

**GPA HOLDER
M/S. MITHUNA CONSTRUCTIONS
PVT LTD**

Represented by its Managing
Director

**(Mr. Hanumantha)
First Party**

2.

Second party /Developer
M/s. Mithuna Constructions
Pvt Ltd
Represented by its Managing
Director

(Mr. Hanumantha)

PURCHASER

Drafted By Me:

G.M.Jagdeesh Advocate

No.65,4th cross BDS Nagara Bangalore- 560077