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PROFORMA

SALE DEED:

for

:Unit No.____, Type '____' in 'Renaissance Nature Walk':

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE THIRTIETH DAY OF JULY,
YEAR TWO THOUSAND AND SEVENTEEN (30/07/2017):

:BY:

- 1) **Sri. P. S. NANDA KUMAR,**
Aged about 73 years,
Son of Sri. P. Subramanyam Setty,
No.225/2, 39th `C' Cross Road,
Fifth Block, Jayanagar,
BANGALORE - 560 041.
- 2) **Sri. P. NAVEEN KUMAR,**
Aged about 48 years,
Son of Sri. P. S. Nanda Kumar,
`Surabhi',
No.1628, 16th Cross Road,
Banashankari II Stage,
BANGALORE - 560 070.
- 3) **Sri. P. NARENDRA KUMAR,**
Aged about 43 years,
Son of Sri. P. S. Nanda Kumar,
No.216/32, 39th `A' Cross Road,
Fifth Block, Jayanagar,
BANGALORE - 560 041.
- 4) **Sri. K. G. SUBBARAMA SETTY,**
Aged about 84 years,
Son of late Sri.Ganga Setty,
`Pranav',
No.164, S. Kariyappa Road,
(South Cross Road),
Basavanagudi,
BANGALORE - 560 004.
- 5) **Sri. K. S. AKHILESH BABU,**
Aged about 63 years,
Son of Sri. K. G. Subbarama Setty,
`Pranav',
No.164, S.Kariyappa Road,
(South Cross Road),
Basavanagudi,
BANGALORE - 560 004.

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- 6) **Sri. K. A. SUJIT CHANDAN,**
Aged about 36 years,
Son of Sri. K. S. Akhilesh Babu,
'Pranav',
No.164, S. Kariyappa Road,
(South Cross Road),
Basavanagudi,
BANGALORE - 560 004.
- 7) **M/s. KOMARLA HATCHERIES,**
a Partnership Firm,
having its Registered Office at:
No.172, Kavi Lakshmeesha Road,
Visveswarapuram,
BANGALORE - 560 004.
Represented by its Partner:
Sri. P. S. NANDA KUMAR.

All are Represented by their
General Power of Attorney Holder:

**M/s.RENAISSANCE HOLDINGS & DEVELOPERS PVT.
LTD.,**

A Company incorporated under the
Companies Act, 1956,

Having its Registered Office at:

No.50, 17th Cross Road,
8th Main Road, Malleswaram,
BANGALORE - 560 055

Represented by its Director:

Mr. N. S. RAMANJ,

hereinafter called the "**SELLERS**"

(Which expression wherever it so requires shall mean and include all
their respective heirs, legal representatives, administrators, executors
and assigns etc.,) **OF THE FIRST PART:**

:AND:

M/s. RENAISSANCE HOLDINGS & DEVELOPERS PVT. LTD.,

a Company incorporated under the

Companies Act, 1956,

having its Registered Office at:

No.50, 17th Cross Road,
8th Main Road, Malleswaram,
BANGALORE - 560 055,

Represented by its Director:

Mr. N. S. RAMANJ,

hereinafter called the "**DEVELOPERS**"

(Which expression wherever it so requires shall mean and include all
its successors and assigns etc.,) **OF THE SECOND PART:**

:3:

:IN FAVOUR OF:

hereinafter called the **"PURCHASER"**

(which expression wherever it so requires shall mean and include all his/her heirs, legal representatives, administrators, executors and assigns etc.) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the land bearing (i) Sy.No.18/5 measuring 4 Acres 17 Guntas, (ii) Sy.No.18/6 measuring 1 Acre 32 Guntas, (iii) Sy.No.18/7 measuring 2 Acres 38 Guntas, (iv) Sy.No.19/1 measuring 00 Acres 5 Guntas, (v) Sy.No.19/2 measuring 00 Acres 11 Guntas, (vi) Sy.No.19/3 measuring 3 Acres 14 Guntas and (vii) Sy.No.19/4 measuring 00 Acres 27 Guntas and in all measuring 13 Acres 24 Guntas, all situated in Basavanapura Village, Krishnarajapuram Hobli, Bangalore East Taluk, are morefully described in the Schedule 'A' herein and hereinafter referred to as the "Schedule 'A' Property" for convenience.

WHEREAS the Schedule 'A' Property was acquired by the First Seller in terms of a Sale Deed dated 19/11/1972, registered as Document No.5068/1972-73 in Book-I, Volume-966 at Pages 65 to 69, in the Office of the Sub-Registrar, Bangalore South Taluk and pursuant to a Decree passed on 12/09/2006 between the Sellers in O.S.No.5762/2006 on the file of the City Civil Judge, Bangalore, wherein each of the First to Sixth Sellers came to be entitled to the benefits of the Decree in terms contained therein. Under the terms of the Decree, though the First Seller is declared to be the owner of the Schedule 'A' Property, his ownership being subject to rights of the Sellers 2 to 6 in terms of the Decree passed in the said Suit wherein each of the Sellers are entitled to share the benefits of sale/transfer/development in the following ratios:-

- | | | |
|-------------------------------|---|-----|
| 1) Sri. P. S. NANDA KUMAR | - | 20% |
| 2) Sri. P. NAVEEN KUMAR | - | 15% |
| 3) Sri. P. NARENDRA KUMAR | - | 15% |
| 4) Sri. K. G. SUBBARAMA SETTY | - | 20% |
| 5) Sri. K. S. AKHILESH BABU | - | 15% |
| 6) Sri. K. A. SUJIT CHANDAN | - | 15% |

WHEREAS in view of the aforesaid facts, each of the Sellers other than the Seventh Seller is entitled to benefits arising out of development and sale of the Schedule 'A' Property and thus they together are fully seized of the Schedule 'A' Property with right to sell or otherwise dispose of the same in favour of any person of their choice.

WHEREAS the Sellers entrusted their lands in Schedule 'A' Property for development of the same into a Residential Development in the form of Row Houses/Studio Apartments/Units, to the Developer herein in terms of a Joint Development Agreement dated 01/03/2007 registered as Document No.33462/2006-07 in Book-I, stored in CD No.KRID287, in the Office of The Sub-Registrar, Krishnarajapuram, Bangalore and empowered them to develop and sell the same in terms of two General Powers of Attorney both dated 01/03/2007, registered as Document No.886/2006-07 and No.887/2006-07 in Book-IV, both stored in C.D.No.KRID287, in the Office of the Sub-Registrar, Krishnarajapuram, Bangalore and hence the Developers are entitled to develop and/or sell the Schedule 'A' Property in terms of the said Development Agreement.

WHEREAS the Sellers subsequently secured conversion of the Schedule 'A' Lands for non-agricultural residential purposes from The Special Deputy Commissioner, Bangalore District, Bangalore, vide Official Memorandum bearing No.BDS.ALN.(E).SR.(KH).81/2005-06 dated 26/11/2008 and thereby the Schedule 'A' Property has become fit for residential development.

WHEREAS pursuant to the Joint Development Agreement, the Developers formulated a scheme of development of the Schedule 'A' Property into a Residential Enclave consisting of Row Houses/Studio Apartments/Villas (hereinafter referred to as 'Unit') having attached private gardens, with other common amenities such as internal roads, pathways, parks, play area and a Clubhouse and secured from the Bangalore Development Authority, a sanction for development of Schedule 'A' Property as above, vide No.BDA/TPM/DLP-54/10-11/2248/2011-12 dated 29/7/2011 and the Developers have secured Building Construction Plans sanctioned from the Bruhat Bangalore Mahanagara Palike vide its Licence and Plan bearing No.BMP/COM/KRD/301/2011-12 dated 21/03/2012. The Sellers and the Developers have named the development in Schedule 'A' Property as '**RENAISSANCE NATURE WALK**'. Prior to sanction of the Development Plan by Bangalore Development Authority, the Sellers relinquished in favour of the Bangalore Development Authority portions of Schedule 'A' Property for the proposed roads and open spaces etc. in terms of a Relinquishment Deed dated 19/05/2011 registered as Document No. BDA-1-00500//2011-12 in Book-I and stored in C.D.No. BDAD164, in the Office of the Add Sub-Registrar, , Bangalore.

WHEREAS later the Bruhat Bangalore Mahanagara Palike assessed the Schedule 'A' Property for municipal property taxes and assigned the same with Municipal No.392, Basavanapura, Krishnarajapuram Sub-Division, Bangalore, vide Khata Certificate dated 12/03/2012.

WHEREAS the development of the '**RENAISSANCE NATURE WALK**' is designed in such a way that each Unit is attached with a private garden area and there will be common areas such as internal roads, open spaces (which have not been earmarked as private garden areas) etc. to be owned and maintained collectively by the Owners of the development in '**RENAISSANCE NATURE WALK**'. The Developers have therefore formulated a scheme of ownership of the Row Houses/Studio Apartments/ Villas in '**RENAISSANCE NATURE WALK**' being developed on the Schedule 'A' Property, wherein any person desirous of owning a Row House/Studio Apartment/ Villa namely the Unit, is required to purchase an

undivided share in the form of demarcated plot carved out of the Schedule 'A' Property from the Sellers, by entering into an Agreement to Sell with the Sellers by virtue of which, such buyer gets a right to get constructed the corresponding Unit in '**RENAISSANCE NATURE WALK**' selected by the buyer only through the Developers. In the overall scheme, each of the owners of the Units in '**RENAISSANCE NATURE WALK**' will absolutely own the Unit with an exclusive right to enjoy the private garden area attached to such Unit, undivided ownership over the land in Schedule 'A' Property and all the other common areas and amenities and this scheme forms the basis of the sale and ownership of the Unit in '**RENAISSANCE NATURE WALK**'. The Developers, based on the plans and built-up area, have worked-out the proportion of undivided share to be sold/ transferred, the area of the private garden area attached to each Unit.

WHEREAS the Sellers and the Developers have entered into an Allocation Agreement dated 28/03/2012 in terms of which the Sellers and the Developers have mutually identified and earmarked the Units in '**RENAISSANCE NATURE WALK**' falling into their respective shares and the Sellers and Developers are entitled to deal with/dispose of the Units falling into their respective shares, together with corresponding undivided share in the land in Schedule 'A' Property in terms of the said Joint Development Agreement.

WHEREAS the development in Schedule "A" Property consisted of Three Phases and contains 10 (Ten) Buildings. The Developers have completed the First Two Phases and in the Third Phase the Developers have completed the buildings in 4, 9 and 10 having 61 units. The Sellers and Developers have started disposing of the completed buildings and the land area in Phase I and II in Schedule "A" Property.

WHEREAS Real Estate (Regulation and Development) Act, 2016 and the Rules on coming into force, the said Development in Third Phase (being building No. 4, 9 and 10) in Schedule "A" Property is registered as the Project vide Registration No. _____ dated _____ in accordance with the provisions of the said Act.

WHEREAS the Purchaser herein being desirous of owning an Unit in '**RENAISSANCE NATURE WALK**' as described in **Schedule 'C'** hereunder and hereinafter referred to as the **Unit/Schedule 'C' Unit**', having fully understood the scheme of ownership and development stated above, after being satisfied with the title of the Sellers to the Schedule 'A' Property and various sanctions and approvals secured by the Developers for construction, requested the Developers to allot to them Schedule "C" Unit and also convey corresponding proportionate land in the Schedule 'A' Property.

WHEREAS in terms of Scheme of ownership fomulated by the Sellers the Purchasers herein being in interested in owning the Villa/Unit in Schedule "C" herein in the project entered into an Agreement to Sell dated _____ registered as Document No. _____ 2017/18 in Book-I and stored in C.D.No. _____ in the Office of the Sub-Registrar _____ Bangalore to purchaser the land share in the Schedule "A" property morefully described in Schedule "B" herein and the Purchaser has also got his/her, Villa/Unit set out in Schedule "C" hereto constructed through the Developer.

WHEREAS the Sellers have since completed the Project in all respects and have secured Occupation Certificate (as defined below) from Bruhat Bangalore Mahanagara Palike bearing No. _____ , dated _____ for the Project.

WHEREAS pursuant to the completion of the Project, the Purchaser/s has/have paid the entire Sale Consideration and Cost of Construction and all other amounts payable under the said Agreement to Sell dated _____ and detailed herein to the Sellers and has now called upon the Sellers to execute this Deed of Sale.

WHEREAS in view of the compliance of the Sellers and Developers obligations under the Agreement to Sell aforesaid, the Purchaser/s approached them and agreed to complete the purchase of the property by agreeing to continue to comply with the terms and conditions incorporated in the Agreement to Sell in relation to ownership, possession, use and enjoyment of the Schedule "C" Unit and all the common areas, amenities and facilities in the Project and based upon the said assurances, the Sellers and Developer have come forward to execute this Sale Deed, in continuation of the Agreement to Sell.

WHEREAS pursuant to the above the Developers have completed the construction of the Unit described in Schedule 'C' hereunder in all respects and has also secured an Occupancy Certificate from Bruhat Bangalore Mahanagara Palike and delivered possession of the same along with the Schedule 'B' Property to the Purchaser thereby fully and completely discharging its obligations under the Agreement to Sell referred to above. The Purchaser on his/her part has paid and discharged the amounts payable under the Agreement to Sell referred above to the Developers, taken possession of the Schedule 'C' Unit and the Schedule 'B' Property and has now called upon the Sellers. The Sellers and Developers are hence executing this Deed of Sale to convey all their right, title and interest in the Schedule 'B' Property and Schedule "C" Property in favour of the Purchaser subject to terms of this Sale Deed.

WHEREAS under the aforesaid Joint Development Agreement dated 01/03/2007 and Allocation Agreement dated 28/03/2012, the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Developers and hence the consideration stipulated herein and all other amounts payable by the Purchaser under this Sale Deed shall belong to Developers.

DEFINITIONS :

Unless the context otherwise requires, the phrases, words, definitions, and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) hereinafter referred to as "Act" and hereinafter referred to as Act and the corresponding Rules and in the Agreement to Sell dated _____ executed between the parties and the same are applicable for this Sale Deed also.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid Agreements and in consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ Only) already paid by the Purchaser to the Developers (as desired and directed by the Sellers) and Rs. _____/- being the Tax Deducted At Source (TDS) under section 194IA of the Income Tax Act, 1961, the receipt of which sum the Developers hereby admit and acknowledge and in pursuance of the Purchaser's covenant to continue and to comply with the terms and conditions of the Agreement to Sell referred to above, the Sellers/Developer hereby grant, convey, sell, transfer, assign and make over UNTO the Purchaser the Property described in Schedule 'B' herein, free from all encumbrances, charges, claims of any kind, litigations etc., together with all the rights of way, easements of necessity, privileges, appurtenances,

advantages whatsoever pertaining to or belonging to the Schedule 'B' Property and also all their right, title, interest and ownership in the Unit described in Schedule 'C' herein constructed in terms of the Agreement referred to above and also enjoy the common areas and facilities within the Schedule 'A' Property, together with all those rights as are detailed in Schedule 'G' hereunder and subject to all those obligations as are detailed in Schedule 'H' hereunder, TO HAVE AND TO HOLD THE SAME ABSOLUTELY AND FOREVER and the Developers hereby confirm having transferred all its rights in respect of the Schedule 'B' Property and the Schedule 'C' Unit in favour of the Purchaser for the consideration received and acknowledged as above.

Note:

The Sellers at the time of execution of Sale Deed may either include the Association of the allottees/owners of the apartments in Schedule "A" Property as a Purchaser and convey in favour of such Association proportionate share in all the common areas, amenities and facilities etc., in the Schedule "A" Property and vest title in such Association or may separately convey entire common areas to the Association independently. The Purchaser/s hereby irrevocably consent/s for the same since under the Act and Rules, all the common areas should ultimately vest in the Association. In this Proforma Sale Deed pending the aforesaid Schedule "B" and "C" Properties are together referred to as Property hereby conveyed.

1) ASSURANCES:

- 1.1) The Sellers and the Developers hereby covenant with the Purchaser that notwithstanding anything done or knowingly suffered, the Sellers and Developers have good title, right and absolute power to sell, transfer and convey all and singular property hereby conveyed, being the Schedule 'B' and 'C' Properties, to the Purchaser and that the Schedule 'B' and "C" Properties and every part thereof shall at all times remain and be UNTO the Purchaser and be quietly entered into, upon, held, possessed and enjoyed by the Purchaser jointly in common with all the other owners, without any let, claim, hindrance, interruption or disturbance by the Sellers or anyone claiming through or in trust for them and/or the Developers.

2) TITLE DEEDS:

The Sellers have already delivered to the Purchaser/s photo copies of all the documents of title pertaining to the Schedule "A" Property and the Purchaser/s has/have acquired Schedule "B" and "C" Properties being satisfied with the Sellers' title and Developers right to develop the Schedule "A" Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers and the Purchaser/s to the intent that such attendant rights and obligations in respect of Schedule "B" and "C" Properties shall enure for the benefit of and be binding upon the Sellers and the Purchaser/s in all respects. The Original title deeds of Schedule "A" Property will be ultimately deposited with the Association in terms of the Act.

3) **INDEMNITY:**

The Sellers and Developers hereby agree to keep the Purchaser fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the Sellers or any person having or claiming any estate, right, title or interest in or to the property hereby conveyed.

4) **PROPERTY TAXES & KHATA:**

The Purchaser shall be liable to pay municipal property taxes in respect of the Schedule 'B' Property and the Schedule 'C' Unit from the date of Sale Deed or on expiry of ten days notice to the Purchaser as to completion of the Schedule 'C' Unit, whichever is earlier. By virtue of this Sale Deed, the Purchaser is entitled to secure at his/her cost, Property Assessment, transfer of Khata in respect of the Schedule 'C' Unit and get it registered in his/her name in the records of the Bruhat Bangalore Mahanagara Palike.

5) **POSSESSION:**

5.1) The Developers have delivered and put the Purchaser in actual physical possession of the Schedule 'C' Unit and Sellers have delivered possession of the Schedule 'B' Property on or before the execution of this Sale Deed.

5.2) The Developers have completed the construction and have delivered to the Purchaser actual, physical, vacant possession of Schedule 'C' Unit and before taking the possession, the Purchaser has inspected and satisfied as to completion of all the works in the Schedule 'C' Unit and its fitness for occupation and the Purchaser has no claims against the Sellers and/or Developers in respect of the Schedule 'C' Unit including but not limited to the following:

- a) Correctness of all dimensions of the Schedule 'C' Unit;
- b) Correctness of the built-up area of the Schedule 'C' Unit;
- c) Specifications and amenities provided in the Schedule 'C' Unit;
- d) Quality of construction of the Schedule 'C' Unit.
- e) Facilities and services provided to the Schedule 'C' Unit and in **'RENAISSANCE NATURE WALK'**.

5.3) The Purchaser hereby declares and confirms that he/she has no claims against the Sellers and/or Developers in relation to the Schedule 'B' Property and Schedule 'C' Unit and/or the development in **'RENAISSANCE NATURE WALK'** whatsoever and hereby confirms that the Sellers/Developers have complied with all their obligations towards the Purchaser under the Agreement to Sell referred to above, to the satisfaction of the Purchaser and hereby fully and completely discharges the Sellers and the Developers from all their obligations under the said Agreement to Sell entered into with the Purchaser and further agrees to promptly comply with and adhere to the terms of this Sale Deed while enjoying the Schedule 'B' Property and the Schedule 'C' Unit.

6) **RIGHTS & OBLIGATIONS OF THE PURCHASER:**

- 6.1) As per the Layout Plan of '**RENAISSANCE NATURE WALK**', each Unit is attached with a private garden area, morefully detailed in the Schedule 'C' hereunder. The Purchaser shall be entitled to exclusively occupy and enjoy the private garden area attached to the Schedule 'C' Unit and shall not put-up any constructions. The Purchaser herein recognizes and agrees that similarly the buyers of the other Units in '**RENAISSANCE NATURE WALK**' will also have the right to enjoy exclusively the private garden area attached to it even though all the purchaser/s together hold the undivided interest in the Schedule 'A' Property. The ownership in the Schedule 'A' Property is restricted with this right of each of the purchaser/s. None of the purchaser/s shall be entitled to object for such exclusive use of private gardens attached to each of the Units, the entire scheme of the development is designed and laid out based on the enjoyment of the private garden areas as aforesaid. The Purchaser shall not encroach upon the garden areas of the other buyers and the Purchaser shall maintain the garden area attached to the Unit at his/her own cost and expense and at all times in a presentable manner. In case the Purchaser has to re-build the Unit due to any eventuality including due to destruction by acts of God, the Purchaser agrees to maintain the plinth of the Unit only to the present location and level and re-build the Unit with the same size and elevation as is now in existence by obtaining necessary statutory and municipal approvals from the concerned Authorities. The Purchaser shall not be entitled to change the elevation and/or construct additional floors.
- 6.2) The landscape, parks and open spaces provided in '**RENAISSANCE NATURE WALK**' are in accordance with the designs formulated by the Developers and other than them none else have the power or authority to alter/modify the same. None of the purchasers in Schedule 'A' Property shall meddle with the aforesaid space/s and/or its designs and same shall not be disfigured or misused any time.
- 6.3) The Purchaser during the ownership of Schedule "B" and "C" Properties shall also be entitled to all those rights detailed in the Schedule 'G' hereunder and the Purchaser shall also be liable to comply and adhere to all those restrictions and obligations detailed in the Schedule 'H' hereunder. The rights and obligations detailed in Schedule 'G' and 'H' hereunder are common to all the Purchasers/Owners of the Schedule 'A' Property and the Units in '**RENAISSANCE NATURE WALK**'. The Developers, however, shall be entitled to confer additional benefits and rights to specific purchasers at their discretion.

7) **USAGE:**

- 7.1) It is agreed that that the Purchaser shall have the following rights in Schedule 'A' Property:
- a) undivided proportionate share in Schedule 'A' Property described in Schedule 'B' herein;
 - b) absolute ownership to the Schedule 'C' Unit;
 - c) as per the Layout Plan of '**RENAISSANCE NATURE WALK**', all the Units are attached with a private garden area. The purchasers of the Units shall be entitled to exclusively occupy and enjoy the private garden area attached to

their respective Units and without changing it or putting up any constructions there upon. The buyers of the Units shall not encroach upon the garden areas of the other buyers and the buyers of Units shall maintain the garden area attached to their Unit at his/her/their own cost and expense and all times in a presentable manner. The buyers of the Units shall not be entitled to change the elevation and/or construct additional floors after the same is handed over to the Purchaser after construction.

- d) right to use and enjoy the common areas and facilities within the Schedule 'A' Property subject to sharing of expenses for maintenance of such common areas and facilities along with all other owners of Units;
 - e) right to use of the Club and the facilities provided in Schedule 'A' Property, subject to adhering to the conditions, rules and regulations prescribed for usage of the Club and the facilities therein on payment of usage charges.
- 7.2) The Purchaser covenants to use the Schedule 'C' Unit for residential purposes only and for no other purpose under any circumstances.
- 7.3) The Purchaser shall not make any structural alterations to the Schedule 'C' Unit and/or effect any change to the plan or elevation and shall not enclose the open terrace, if any, attached to the Unit. The Purchaser while carrying on the interior decoration work within the Schedule 'C' Unit shall not cause any nuisance/annoyance to the occupants of the other Units in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Developers or the agency appointed for the maintenance of all common areas and facilities in '**RENAISSANCE NATURE WALK**' for carrying on the interior decoration work within the Schedule 'C' Unit. Any changes or modifications to the structure or appearance of the exterior of the Schedule 'C' Unit including garden beds, require prior permission from the Developers or Owners' Association as the case may be. The Purchaser shall submit a Plan in writing with drawings or pictures indicating the location of proposed changes to the Developers/Owners Association in '**RENAISSANCE NATURE WALK**' and secure their written consent as aforesaid before undertaking any changes in the Schedule 'C' Unit.
- 7.4) The Purchaser shall not require or undertake any additions/deletions/modifications/changes in position etc. of the windows, doors, overall footprints of the villa, internal layout of the villa, toilets and kitchen, sit-outs/ balconies/ decks (covered or uncovered), architectural features (external/ internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Developers.
- 7.5) The parking space specifically provided in the Schedule 'C' Unit is for exclusive use and enjoyment and the Purchaser shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as parking space.
- 7.6) The Developers reserve the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins etc., in the Schedule 'A' Property, which the Purchaser cannot question. The Purchaser has expressly given

consent for variations and/or modifications as the Architect/Developers may consider necessary from time to time during the course of construction. The Architect and the Developers are the final decision makers on these aspects and the Purchaser shall not interfere or question the design, costs, construction processes etc., implemented by the Developers.

- 7.7) Though for the purpose of identification and ease, the Schedule 'A' Property is described to be within the boundaries mentioned in the Schedule 'A' hereinbelow, the same includes parks, open spaces and civic amenity sites which have been relinquished in favour of the Bangalore Development Authority as per rules for approval for Development Plan and the Building construction Plans. The area of Schedule 'B' Property is calculated after deducting from the Schedule 'A' Property land portions earmarked for parks, open spaces and civic amenity sites etc. relinquished in favour of the Bangalore Development Authority. The buyers of Units in Schedule 'A' Property shall retain all the said areas relinquished in favour of the Bangalore Development Authority without changing/altering their nature or usage.
- 7.8) The parks, open spaces and civic amenity sites earmarked in the Development Plan approved by the Bangalore Development Authority, have been relinquished to the said authority as per the plan sanctioning rules and bye laws and can be commonly used and enjoyed by the owners of the units in the Schedule 'A' Property. The said parks, open spaces and civic amenity sites shall be kept free from obstructions and constructions at all times and always be kept as parks, open spaces and civic amenity sites. All other open spaces other than those mentioned above shall also be maintained as open spaces and neither the Purchaser herein nor any of the buyers of the Units in Schedule 'A' Property shall have any right to erect compound or fencing around the Units other than what has been provided by the Developers as part of overall development of the Schedule 'A' Property.
- 7.9) The Purchaser further covenants to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc. in '**RENAISSANCE NATURE WALK**', in common with the other owners and other persons. The Purchaser shall not place objects/things/articles which hinders free use of any common amenities.
- 7.10) The Purchaser further covenants and agrees to use all common facilities, now in or upon or hereafter to be erected and installed in the Schedule "A" Property in common with the other owners and other persons and to permit freely to run and pass water and soil through and along with same or any of them. The expenses incurred by the Developers or the Owners' Association on the maintenance of all these common facilities, services and areas shall be treated as common area maintenance expenses and shall be shared by all the owners proportionately.
- 7.11) The Purchaser as aforesaid in earlier clauses shall have the right to put up a single Unit of same size and dimension as that of the Schedule 'C' Unit in case of its destruction due to any reasons in the Schedule 'B' Property, subject to adhering to the same architecture and elevation and leaving open the same area as is left before destruction after taking License and Plan sanctioned from the concerned authorities and local laws at the cost of the Purchaser and after taking the consent from the Developers or the agency looking after the maintenance of the common areas and facilities or Owners' Association in '**RENAISSANCE NATURE WALK**'.

8) **INFRASTRUCTURE FOR COMMON USE & ENJOYMENT:**

The Developers, as part of the development scheme in Schedule 'A' Property, have provided the same with Infrastructure detailed in Schedule 'D' attached hereto and they are for the common use, benefit and enjoyment of the Owners/Occupants of the development in '**RENAISSANCE NATURE WALK**' including to the Developers. The Purchaser agrees to enjoy the same in common with the other Owners/Residents/Occupants of the development without damaging or obstructing use and enjoyment of the same by the aforesaid persons. At no point of time either of the Owners/Residents/ Occupants of the development is/are entitled/empowered to bifurcate such Infrastructure or do any act, deed or thing which would result in preventing any of the Owners/Residents/Occupants of the development in enjoying the same and it is essence of this Sale Deed. In addition, some of the items in Infrastructure in Schedule 'D' herein will pass through the Schedule 'C' Property and the Purchaser shall not meddle/interfere with the same and on the other hand, co-operate with the Developers/Maintenance Company in maintenance of the same.

9) **MAINTENANCE OF INFRASTRUCTURE:**

- 9.1) The Purchaser shall pay to the Developers or to a 'Maintenance Company' or to the Owners' Association, the monthly maintenance charges in proportion to the area of the Schedule "B" Property for upkeep and maintenance of the Infrastructure in Schedule 'D' herein from the date of execution of the Sale Deed or from the date of expiry of ten days notice sent to the Purchaser to receive possession of the Schedule 'B' and 'C' Properties, whichever is earlier. Any delay/default will result in withholding of services and restoration shall be on discharge of dues with interest at 18% per annum. The scope of maintenance is restricted to Infrastructure in Schedule 'D' herein.
- 9.2) The Purchaser shall observe and perform all the Rules and Regulations formulated by the Developers/Maintenance Company/Owners' Association from time to time and shall pay and contribute regularly and punctually the maintenance charges as aforesaid. The Purchaser shall pay at the time of sale to the Developers/Maintenance Company/Owners' Association, the specified sum per Sq. Ft., of the Schedule 'B' Property and applicable service and other taxes thereon as advance maintenance charges for the first Two years commencing from the date referred to in the previous Para. The aforesaid sum excludes the charges for consumption of water and the Purchaser shall pay water consumption charges as per the meter reading to the Service Provider since it is not included in the Maintenance Charges. Similarly the Purchaser shall pay the electricity consumption charges as per the meter reading and the same is not included in the maintenance charges.
- 9.3) The Purchaser shall also pay along with Two years' advance maintenance charges as aforesaid, the agreed sum per Sq. Feet of the Schedule 'C' Property as Sinking Fund which would be deposited in a separate Account for using the same for major expenditure for up-keep of the items mentioned in Schedule 'D' as Items under Long Term Maintenance relating to the Sinking Fund in the Infrastructure and the said sum will be under the management and control of the Developers/Maintenance Company as aforesaid and their decision in respect of the utilization of the said sum will be final. Any shortfall in funds for the aforesaid purposes shall be made good by the

Purchaser proportionately. That on formation of the Owners' Association, the unspent sums shall be transferred after two years to the Owners' Association to deal with the same for the purpose for which it is collected.

- 9.4) The Power and Authority to manage the development in **`RENAISSANCE NATURE WALK'** shall be subject to the over all authority and control of the Developers on all matters concerning the management of the development and of the construction of the buildings and completion thereof and the Infrastructure therein. The Purchaser shall observe and perform all the Rules and Regulations formulated by the Developers/Management Company/ Owners' Association from time to time and shall pay and contribute regularly and punctually the maintenance charges, taxes and other expenses including outgoings in accordance with the terms of this Sale Deed on demand.
- 9.4.1) The Purchaser shall permit the Developers and/or Maintenance Company/ Owners' Association, their agents with or without workmen at all reasonable times to enter into and upon the Schedules `B' and `C' Properties or any part thereof for the purpose of repairing and maintaining, rebuilding, cleaning and keeping in order and condition some of the items in Infrastructure of Schedule `D' Property passing through the Schedule `B' Property and also all services, drains, cables, water covers, gutters, structures or other conveniences belonging to or serving or used for the said 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 etc., or other areas as the case may be, who have defaulted in paying his/her/their share of water, electricity and other charges and maintenance charges and also for non-compliance of the terms of this Sale Deed and also for restoration of the same on payment of the dues with interest and other sums.
- 10) **COMMON MAINTENANCE & MAINTENANCE DEPOSIT :**
- 10.1) The Purchaser, from the date the Schedule 'C' Unit is handed over or deemed to have been handed over, shall be liable to proportionately share and pay the common maintenance expenses incurred by the Developers or the Agency appointed by the Developers for maintenance of all the common areas and facilities in **`RENAISSANCE NATURE WALK'**.
- 10.2) The Purchaser, in addition to the cost of construction, shall pay to the Developers the agreed sum per Sq. Feet per month for a period of 12 months of the Schedule 'B' Property as "Common Maintenance Charges" . The Common Maintenance Charges is payable on or before possession of the Schedule 'C' Unit. The Developers either by itself or through an independent agency shall out of the aforesaid sum, maintain the common areas and the facilities in **`RENAISSANCE NATURE WALK'** for a period of 12 (Twelve) months from the date the Schedule `C' Unit is ready for occupation and the Purchaser is not required to pay any common maintenance charges during the said period except in case the amounts paid are deficit to meet the charges. The Purchaser shall pay the common maintenance charges to the Developers/Maintenance Agency/ Owners' Association in charge of the common area maintenance after the lapse of 12 (Twelve) months stipulated above.

- 10.3) In the event the Association of the Unit Owners takes over the common area maintenance of the building before the 12 (Twelve) months period stipulated above, the Developers shall transfer to the Association the proportionate amount after deducting the maintenance charges upto the date of handing over of the common area maintenance to the Association.

11) **FACILITIES FOR USAGE:**

The Developers have provided the Facilities detailed in Schedule 'E' herein, for usage by the owners/occupants of '**RENAISSANCE NATURE WALK**' and the Purchaser shall be liable to pay usage charges and be bound by the clauses stipulated in Schedule 'F' herein.

12) **CLUB HOUSE:**

- 12.1) The Developers have developed as part of '**RENAISSANCE NATURE WALK**', a Club House in a portion of the Schedule 'A' Property consisting of a Squash Court, Party Hall, gym, swimming pool, landscape gardens and children's play area (hereinafter referred to as the Club). All the Owners/Occupants of the Units of '**RENAISSANCE NATURE WALK**' shall be entitled to make use of the Club on availability basis and by paying user/subscription charges as may prescribed by the Developers or the Agency appointed for the maintenance of the common areas and facilities '**RENAISSANCE NATURE WALK**' or the Agency operating the Club, from time to time.
- 12.2) The Owners/Occupants of the Units in '**RENAISSANCE NATURE WALK**' are not required to pay any membership fee to get admitted to this Club, however Owners of the Units in '**RENAISSANCE NATURE WALK**' shall not have any right or ownership over the Club and its facilities/assets. The ownership of the Club vests with the Owners' Association or its transferees.
- 12.3) The Owners/Occupants of the Units in '**RENAISSANCE NATURE WALK**' shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running the Club by the Developers/Agency operating the Club/Owners' Association.
- 12.4) The Developers shall, until formation of the Owners' Association, be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the Owners/ Occupants of the Units in '**RENAISSANCE NATURE WALK**'.
- 12.5) The facilities of the Club are available for the benefit of the Owners/ Occupants of the Units in '**RENAISSANCE NATURE WALK**' and in the event of transfer of ownership of the Unit, the transferee of the Unit will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

- 12.6) The Purchaser, in the event of leasing the Schedule 'C' Unit, shall keep informed the Agency maintaining the areas in common about the tenancy of the said Unit and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee of the Unit shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to make use of the Club facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser contained herein shall be that of the Purchaser and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants in the Development.

13) **OWNERS' ASSOCIATION:**

- 13.1) The Purchaser hereby agrees and undertakes to become a member of the Owners' Association as and when formed by the Developers and/or by the purchasers of all the Units, and sign and execute all applications for Membership and other papers, bye-laws and documents as may be necessary to form the Association and/or run the said Association. The Purchaser shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.
- 13.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in "**RENAISSANCE NATURE WALK**", but also for the management, administration and control of the Infrastructure and for collecting the common expenses/Maintenance charges for up-keep and maintenance of the Infrastructure and all other amenities, facilities etc.,.

14) DEFECT LIABILITY PERIOD

(a) The Defect liability period shall be for a period of 5 (five) year from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers/Developers . It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Unit and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Unit and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/ modify or carry out any repairs in the said Unit or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage / negligence / omission / act / commission on the part of the Purchaser/s/others, is excluded from this clause and for which the Sellers/Developers are neither liable nor responsible. Subject to the terms as stated

in this clause the Sellers/Developers shall endeavor to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers/Developers.

(b) The Sellers/Developers shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Unit .

(c) The Sellers/Developers shall not be responsible for routine/non-structural cracks resulting from differential coefficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

15) **NOT TO ALTER NAME:**

The Purchaser shall not alter or subscribe to the alteration of the name of 'RENAISSANCE NATURE WALK' in Schedule 'A' Property.

16) **APPLICABILITY:**

As aforesaid, the Agreement to Sell referred to above and this Deed of Sale shall constitute documents of title in respect of Schedule 'B' and 'C' Properties. In the event of there being any inconsistency between the terms mentioned in this Sale Deed and Agreement to Sell executed between the parties hereto, the terms of this Deed shall prevail over the said two agreements as otherwise the Agreement to Sell and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

17) **STAMP DUTY & FEES:**

The Purchaser has borne the Stamp Duty and Registration Fee payable on this Deed and if there is any demand by the Statutory authorities towards deficit stamp duty and registration fee, the same shall be borne by the Purchaser. The Sellers and/or Developers shall not be responsible for any undervaluation or any proceedings initiated by the Statutory Authorities in relation thereto.

18) **PERMANENT ACCOUNT NUMBERS:**

The following are the Permanent Account Numbers (PAN) of the parties to this deed:-

First Seller	:	AAVPN 0728 K
Second Seller	:	AAWPN 6574 E
Third Seller	:	AHUPP 7296 E
Fourth Seller	:	AABHK 1636 D - HUF
Fifth Seller	:	ACNPA 3743 K
Sixth Seller	:	AJGPS 8502 G
Seventh Seller	:	AADFK 5349 M
Developers	:	AAACR 6804 J
Purchaser	:	

:SCHEDULE 'A' PROPERTY:

All that piece and parcel of Land bearing (i) Sy.No.18/5 measuring 4 Acres 17 Guntas, (ii) Sy.No.18/6 measuring 1 Acre 32 Guntas, (iii) Sy.No.18/7 measuring 2 Acres 38 Guntas, (iv) Sy.No.19/1 measuring 00 Acres 5 Guntas, (v) Sy.No.19/2 measuring 00 Acres 11 Guntas, (vi) Sy.No.19/3 measuring 3 Acres 14 Guntas and (vii) Sy.No.19/4 measuring 00 Acres 27 Guntas and in all measuring 13 Acres 24 Guntas (less 5376.85 Sq. Mtrs. surrendered to the Bangalore Development Authority), all situated in Basavanapura Village, Krishnarajapuram Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes by the Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS.ALN.(E).SR.(KH).81/2005-06 dated 26/11/2008 and presently bearing Municipal No.392, in the records of Bruhat Bangalore Mahanagara Palike, situated at Basavanapura Village, Krishnarajapuram Sub-Division, Bangalore, and bounded by:

East : Property of Sri.Ramachandrappa, presently Alfa Garden in Sy.No.40;

West : Property of Smt.Chowramma, Sri.Annayappa and Road, presently Satya Sai Layout in Bethal Nagar;

North : Property of Devanahalli Sri.Anthayya and presently Marthoma Welfare and Educational Society ; and

South : Road.

:SCHEDULE 'B' PROPERTY:
(PROPERTY HEREBY CONVEYED)

All that _____ **Sq. Feet** of undivided share in Schedule 'A' Property in the form of a Residential Plot bearing No._____, Type '____', situated in Schedule 'A' Property and forming part of '**RENAISSANCE NATURE WALK**' in Basavanapura Village, Krishnarajapuram Hobli, Bangalore East Taluk and measuring on the Eastern side: _____ Feet _____ Inch/es, on the Western side: _____ Feet _____ Inch/es,, on the Northern side: _____ Feet _____ Inch/es, and on the Southern side _____ Feet _____ Inch/es, and totally measuring _____ **Sq. Feet** and bounded by:

East :

West :

North :

South :

:SCHEDULE 'C' PROPERTY:
(DESCRIPTION OF THE UNIT)

All that Residential Row House bearing No. _____, Type '____' consisting of Ground Floor, First Floor and Second Floor built on the Schedule 'B' Property in '**RENAISSANCE NATURE WALK**' admeasuring _____ **Sq. Feet** (_____ **Sq. Mtr**) of Built up Area _____ Sq. Feet (_____ **Sq. Mtr**) of the Carpet area and exclusive right to use a Garden Area of _____ Sq. Feet in the backyard (with no right of construction on the Garden Area and no ownership right is conveyed in the said garden land) and the Row House is bounded by:

East :

West :

North :

South :

The walls are built out of Blocks and Cement with Marble/Vitrified/Wooden Flooring and R.C.C. Roofing. The wood used is Engineered wood /Teak. It has electricity, water and sanitary connections.

(The above Row House Plan and the Site Plan are annexed hereto as **Annexures-A & B**).

:SCHEDULE "D":
:INFRASTRUCTURE:

External Civil Works
➤ Entryscape with Security Room. ➤ Peripheral Compound Wall. ➤ Roads, Kerbs & Pathways.
Landscape Works
➤ Children's play Area. ➤ Parks.

➤ Landscape in Common Areas.
PHE Works
➤ Storm Water Drains. ➤ Bore wells, Under Ground Sump, Pump room. ➤ Water Treatment Plant only for softening. ➤ Hydro pneumatic system for Domestic Water Supply. ➤ Underground Water Supply Lines. ➤ Underground Sanitary Lines. ➤ Sewage Treatment Plant. ➤ Rain Water harvesting system.
Electrical Works
➤ Underground Electrical, Data and Communication Lines. ➤ Power supply for all Infrastructure Components from BESCOM/Service providers. ➤ Street Lights. ➤ DG power backup for all Infrastructure Components.

ITEMS UNDER LONG TERM MAINTENANCE RELATING TO THE SINKING FUND

Civil Works
➤ Replacement of Damaged pavers, Kerbs, Saucer drain, MS Grating for catch basins and pathways. ➤ Compound wall maintenance/painting. ➤ Maintenance of Service buildings. ➤ Hardscape Replacement & Maintenance in Parks & Open Spaces. ➤ Median & Guideline Painting. ➤ Replacement of Signage's. ➤ Painting of Play courts and equipments. ➤ Replacement of Children Play equipment including painting when necessary. ➤ Replacement of Garbage Bin.
PHE Works
➤ Replacement of STP pumps & filtering media. ➤ Replacement of WTP pumps & filtering media. ➤ Hydro pneumatic system including pumps for Domestic and Irrigation Water Supply. ➤ Replacement CP & Sanitary fittings for service building. ➤ Replacement of Pumps of water bodies and pool pumps & filtering media. ➤ Replacement of Bore well pumps and digging additional Bore wells.
Electrical Works
➤ Maintenance and Replacement of DG, Panel and LT Cable. ➤ Replacement of Electrical Panels. ➤ Replacement of Light poles and Termination box. ➤ Maintenance and Replacement of CCTV and Boomgate.
Miscellaneous
➤ Any other additional infrastructure that may become necessary from time to time as proposed by the purchaser/s and which may be accepted at the discretion of the Developers. ➤ Replacement of Electrical Panels. ➤ Replacement of Light poles and termination box.

- | |
|--|
| ➤ Maintenance and Replacement of CCTV and Boom gate. |
|--|

:SCHEDULE "E":

:FACILITIES:

CLUB HOUSE:

The Developers have provided a "Club House" by constructing buildings in portion of the development in **`RENAISSANCE NATURE WALK'** consisting of the following components:

- (a) Multipurpose Hall
- (b) Jacuzzi
- (c) Gym
- (d) Squash Court
- (e) Badminton Court.
- (f) Pool Table
- (g) Table Tennis

SPORTS FACILITIES:

Apart from the above, other sports related components stated below are provided in **`RENAISSANCE NATURE WALK'** and within the Schedule `A' herein.

- (a) Swimming pool.
- (b) Tennis Court.
- (c) Half Basket Ball Court.

:SCHEDULE `F':

:CLAUSES FOR USE AND ENJOYMENT OF FACILITIES:

- 1) The possession of all the Facilities referred to above, including movable assets therein shall remain absolutely and exclusively with the Developers and/or their associate concerns, agents, nominees, assignees and/or transferees including Maintenance Company until taken over by the Owners' Association.
- 2) The Purchaser as long as **he/she** remains Owner in **`RENAISSANCE NATURE WALK'** shall be entitled to use the Facilities along with the Owners/ Occupants of **`RENAISSANCE NATURE WALK'** subject to:
 - a) Strict observance of the rules framed by the Developers, their agents/ assigns/Owners' Association, from time to time;
 - b) The payment of the subscriptions as may be fixed from time to time by the Developers and/or their agents/assigns/Owners' Association;
 - c) The payment of charges for usage as may be fixed from time to time by the Developers and their agents/assigns/Owners' Association and the Purchaser is entitled for the following:

- i) The Purchaser and his/her immediate family are entitled to be enrolled as members to use the Facilities without payment of any additional consideration.
- ii) Membership of each of the various Facilities, if any, entitles a member to use and enjoy the same, subject to strict observance of rules framed by the Developers and their agents/assigns and subject to the payment of the subscriptions as may be fixed by them and subject to payment of charges for usage of each of the Facilities.
- iii) Members will only have a right to use the Facilities and have no interest, right or title whatsoever to any of the assets movable or immovable.
- iv) The Purchaser is entitled to be enrolled as a member of each of the various Facilities on payment of enrolment and other fees.

:SCHEDULE 'G':
:RIGHTS OF THE PURCHASER:

The Purchaser shall have the following rights in respect of the Schedule 'B' and Schedule 'C' Properties while owning and possessing the said Properties:

- 1) The right to own the Unit described in the Schedule 'C' above for residential purposes.
- 2) Right to use ____ of Garden Area attached to the Schedule 'C' Row House with no right of construction therein and with no right of change in the usage from Garden area for any other purpose.
- 3) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use and enjoy all the internal roads in '**RENAISSANCE NATURE WALK**'.
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc. from and to the Schedule 'C' Unit through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule 'B' Property or the Schedule 'C' Property or any part thereof.
- 5) Right to use underground sewerage disposal system in the '**RENAISSANCE NATURE WALK**' and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly or proportionately for the maintenance expenses.
- 6) Right to put up a single Row House/Studio Apartment/Villa of the same size and dimension as that of the Schedule 'C' Unit in case of its destruction due to any reasons in the Schedule 'B' Property, subject to adhering to the same architecture and elevation and leaving open the same area as is left before destruction, after taking License and Plan sanctioned from the concerned authorities and local laws at

the cost of the Purchaser and after taking the consent from the Developers/Maintenance Company/Owners' Association looking after the maintenance of the Infrastructure in **`RENAISSANCE NATURE WALK'**.

- 7) Right to use and enjoy the Infrastructure in the Schedule `A' Property in common with other Owners/Occupants of the Schedule `A' Property subject to payment of the Maintenance Charges.
- 8) Right to use and enjoy the Facilities in Schedule `A' Property on payment of the usage charges as stipulated by the Developers/Maintenance Company/ Owners' Association/persons running the same.
- 9) Right to lay cables or wires for Radio, Television, Telephone, Data Cable and such other installations, however, recognizing and reciprocating such rights of the other owners in **`RENAISSANCE NATURE WALK'**; through specified areas.
- 10) Right of entry and passage for the Purchaser with/without workmen to the Schedule `B' and/or `C' Properties at all reasonable times after notice to enter into and upon for the purpose of repairs to or maintenance of the Schedule 'C' Unit or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.
- 11) Right to make use of all the common roads, driveways and passages provided in **`RENAISSANCE NATURE WALK'** without causing any obstruction for free movement therein.
- 12) Right to dispose of the Schedule `B' and `C' Properties by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser in the matter of enjoying the ownership and possession thereon and any sale/transfer shall be completed in full consisting of both the Schedule `B' and `C' Properties and not separately.

:SCHEDULE `H':

:OBLIGATIONS ON THE PURCHASER:

In addition to the all other obligations contained in this Sale Deed, the Purchaser hereby specifically agrees to be bound by the following obligations as long as the Purchaser remains owner of the Schedule `C' Unit and the Schedule 'B' Property:

- 1) Not to raise any construction in addition to that mentioned in the Schedule `C' above.
- 2) Not to use or permit the use of the Schedule `C' Unit in such manner which would diminish the value of the utility in the property described in the Schedule `A' above.
- 3) Not to use the space in the land described in Schedule `A' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of the vehicles parked in the parking spaces or for users of the adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule `A' above.

- 5) Not to decorate the exterior part of the Schedule 'C' Unit to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the Units in **'RENAISSANCE NATURE WALK'**.
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities therein for the benefit of all concerned other than that agreed to by two third majority of all the owners.
- 7) The Purchaser shall have no objection whatsoever to the Developers handing over the common areas and all the common the facilities/amenities to the Owners' Association on its formation for the purposes of management and maintenance and until formation of the Owners' Association, the Developers or the agency appointed shall be entitled to manage and maintain the same and the Purchaser has given consent to this arrangement.
- 8) The Purchaser shall become a Member of the Owners' Association to be formed amongst the owners of the Units in **'RENAISSANCE NATURE WALK'** and the Purchaser shall observe, perform and be bound by all the terms and conditions, bye-laws, rules and regulations of the Owners' Association that may be formed and pay the membership/admission fee and all other charges that may be agreed. The maintenance of all the common areas and facilities/amenities in **'RENAISSANCE NATURE WALK'** shall be done by the Developers or the agency appointed by the Developers until formation of the Association and the Purchaser shall pay all the common expenses and other expenses, taxes and outgoings in terms of this Sale Deed to the Developers or the Maintenance Agency appointed/engaged by the Developers and lateron to the Owners' Association, as the case may be.
- 9) It is hereby clarified and agreed that all expenses relating to maintenance of the common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Units in **'RENAISSANCE NATURE WALK'** proportionately. No owner of a Unit in **'RENAISSANCE NATURE WALK'** is exempted from payment of the common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the Unit.
- 10) The Purchaser shall, from the date of possession, maintain the Unit at his/her cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said Unit and/or common passages or the compound, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike/Bangalore Development Authority or any other Authority. The Purchaser shall keep the Unit, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchaser shall promptly report to the Developers/Maintenance Company /Association of the Unit Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Unit and especially with regard to the external and common walls shared by the owners.
- 11) The Purchaser shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developers for duly

implementing the terms and intent of this Sale Deed and for the formation of Owners' Association.

- 12) As the Purchaser will be one of the owners of the Units in **`RENAISSANCE NATURE WALK'**, the Purchaser shall be entitled to use in common with the all the other buyers/owners in **`RENAISSANCE NATURE WALK'**, the common areas and facilities listed below:
 - a) driveways, roads, passages, entry and exits;
 - b) elevators, pumps, generators;
 - c) open spaces, common gardens, parks;
 - d) facilities in Club House including the Swimming pool;
 - e) any/all other common facilities and amenities in **`RENAISSANCE NATURE WALK'**.
- 13) The Purchaser shall not cause any hindrance/obstruction/obstacle for usage of the above and all other common amenities by the other owners and occupants of **`RENAISSANCE NATURE WALK'**. The Purchaser shall not cause any obstruction for free movement of men, materials and vehicles in any internal driveways/passages, by placing any materials/vehicles/articles or otherwise.
- 14) The Purchaser shall not put up additional/any construction to the Schedule `C' Unit after the same is constructed and handed over by the Developers nor shall the Purchaser be entitled to alter the elevation and/or external colour scheme of the Schedule `C' Unit. Any changes or modifications to the structure and/or exteriors of the units, garden beds require prior written permission from the Developers/Owners' Association, in addition to permissions and approvals from the statutory authorities under law. The Purchaser, in the event of seeking any changes, shall submit plans, elevation and all other drawings of proposed changes to the Developers/Owners' Association before undertaking any changes in the Schedule `C' Unit. If in view/opinion of the Developers/Owners' Association such changes are not in line with the overall theme of **`RENAISSANCE NATURE WALK'**, the Developers/Owners' Association have the right not to permit such changes and the Purchaser shall be bound by such decision. The Developers, Maintenance Agency and/or the Owners Association shall be entitled to remove any unauthorized constructions/changes made in the Schedule `B'/'C' Properties.
- 15) The Purchaser shall be entitled to make use of the Infrastructure in **`RENAISSANCE NATURE WALK'** in common with the other Owners of **`RENAISSANCE NATURE WALK'** and not to cause any obstruction for the free passage and movement therein. The Purchaser shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads by placing any materials/vehicles/articles or otherwise.
- 16) The Purchaser shall not convert the parking space within the Schedule `B' Property or Schedule `C' Property for any other use. The Purchaser shall use the balance Plot area in Schedule `B' Property after construction only as open space and as garden and maintain the same in the condition in which it has been handed over by the Developers.

- 18) The Purchaser's right to use the Infrastructure and Facilities in terms of this Sale Deed shall always form part and parcel of his/her right, title and interest in the Plot in Schedule 'B' herein and the Schedule 'C' Unit to be constructed thereon and does not form as an independent right.
- 19) The Schedule 'C' Unit is built in the middle of the Schedule 'B' Property demarcating the front yard and back yard/set-back for the Unit. The front yard would be maintained by the Developers/Maintenance Company/Owners' Association, while the back yard/set-back and side yard/set-back would be maintained by the Purchaser at his/her cost. The maintenance of front yard would be similar for all the similar types of Units in '**RENAISSANCE NATURE WALK**'. The definition of front yard and back yard is at the discretion of the Developers/Maintenance Company/Owners' Association.
- 20) The Purchaser shall not convert the parking space in Schedule 'B' Property for any other use. The Purchaser shall maintain and use all the open spaces in the Schedule 'B' Property and around the Schedule 'C' Unit as private garden area in the same condition in which it has been handed over by the Developers. The Purchaser shall not be entitled to plant any fruit bearing trees, coconut palms or use the same for growing vegetables and the Purchaser shall not sink any Bore well or well in any portion of the Schedule 'B' Property.
- 21) The owners of the Units shall use only portable outdoor clothes dryers and such dryers shall be taken out and stored indoors before dusk or when not in use. No clothes, towels, etc. shall be draped over shrubs, trees, railings, chairs, or out of windows, etc.,.
- 22) The Purchaser shall not enclose the Schedule 'B' Property with any compound or any other construction of such nature. The Developers as part of specifications will be providing for the boundary lines, hedges/picket fences and the Purchaser shall not be entitled to change them into any other types. However, the Purchaser at his/her own cost shall replace the hedges/ picket fences if found damaged/destroyed due to normal wear and tear or for any other reasons.
- 23) The Purchaser shall pay the pro-rata or stipulated property taxes and cesses and outgoings levied on and maintenance charges for maintenance of the Infrastructure.
- 24) The Purchaser shall maintain the surroundings clean and shall not cause any nuisance to the neighbors.
- 25) The Purchaser shall not use the Schedule 'B' and 'C' Properties other than for legitimate/bonafide residential purposes for which it is taken and not to use it for any illegal or immoral or non-residential purposes.
- 26) The purchasers shall not decorate or display Boards or hoardings or neon signs or Paintings on the Plots/Row Houses/Studio Apartments in '**RENAISSANCE NATURE WALK**'.
- 27) The Purchaser shall not sub-divide the Schedule 'B' Property or use it for any industrial or non-residential purposes or sell portions.

- 28) The Purchaser shall not use the Schedule 'B' Property and/or the Schedule 'C' Property or permit the same to be used for any purpose which, in the opinion of the Developers/Maintenance Company/Owners' Association, may cause nuisance or annoyance to the occupiers of other Plots in the said '**RENAISSANCE NATURE WALK**' or to the owners or occupiers of the neighboring properties, nor use the same for any illegal or immoral purpose.
- 29) The Purchaser shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force and answer and be responsible for all notices or violations and of any of the terms and conditions in this Sale Deed.
- 30) The purchasers, in the event of leasing/renting/mortgaging with possession the Schedule 'C' Row House/Studio Apartment shall keep informed the Developers/Maintenance Company/Owners' Association about the same and giving all the details thereof. Upon leasing/renting/mortgaging, only the tenant/lessee/mortgagee shall be entitled to make use of the Infrastructure and Facilities and the purchasers shall not be entitled to make use of the same. Notwithstanding the same, the primary responsibility to adhere to all the rights and obligations of the purchasers contained herein, shall be that of the purchasers and it shall be the responsibility of the purchasers to ensure that the tenant/lessee/occupant follows all the rules and regulations prescribed for the occupants of '**RENAISSANCE NATURE WALK**'.
- 31) The Purchaser shall not opt for Local Cabling T.V.Network Operator Services and no aerial cabling will be permitted to be used in '**RENAISSANCE NATURE WALK**'.
- 32) The Purchaser shall not trespass into other Plots/Units or areas not earmarked for common use without prior written permission of the Developers/ Maintenance Company/Owners' Association.
- 33) The Purchaser shall not throw garbage/used articles/rubbish in the common roads, parks and other open spaces, neighboring plots in the Schedule 'A' Property. The Purchaser shall strictly follow the rules and regulations for garbage disposal as may be prescribed by the Developers/Maintenance Company/Owners' Association from time to time.
- 34) The Purchaser shall not keep any cattle/live stock in the Schedule 'B' and 'C' Properties and the Purchaser shall keep all the pets confined within the Schedule 'C' Property and shall ensure that the pets do not create any nuisance/disturbance to the other owners in '**RENAISSANCE NATURE WALK**' and issues relating to the same shall be got resolved between themselves. However, the Developers/Maintenance Company/ Owners' Association reserve the liberty to prevent the aforesaid.
- 35) The Purchaser shall not:
 - a) close the roads, passages and other common areas in '**RENAISSANCE NATURE WALK**'.
 - b) default in payment of any property taxes or levies to be shared by the owners or payment of Maintenance Charges for maintenance of the Infrastructure in '**RENAISSANCE NATURE WALK**'.

- c) Install machinery other than pumps and generators, store/keep explosives, inflammables/prohibited articles which are hazardous, dangerous or combustible in nature.
 - d) Throw any rubbish or used articles in '**RENAISSANCE NATURE WALK**' other than in the Dustbins provided and by lining bags and baggage segregated for plastic, toxic and organic waste.
 - e) disturb/dislocate the garbage bins provided in the development and not to question the location identified by the Developers.
 - f) create nuisance or annoyance to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - g) do anything that may adversely affect the aesthetic appearance/ beauty of the development in '**RENAISSANCE NATURE WALK**'.
 - h) use the Schedule 'B' and 'C' Properties or permit the same to be used for any other purpose which, in the opinion of the Developers/ Maintenance Company/Owners' Association, may cause nuisance or annoyance to the occupiers of the other Plots in the said '**RENAISSANCE NATURE WALK**' or to the owners or occupiers of the neighboring properties.
 - i) Raise any dispute or call in question the use of the Infrastructure and Facilities in '**RENAISSANCE NATURE WALK**' for the purpose of egress and ingress to them and/or the organizing of events, seminars, functions, ceremonies and other activities in the facilities by the Developers/Maintenance Company/Owners' Association or their assignees/nominees/agents/transferees for the members of the Club House.
- 36) The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Schedule 'A' Property, in common with the other owners thereof and that of the developments in '**RENAISSANCE NATURE WALK**' and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Owners the cost of maintaining and repairing Infrastructure.
- 37) The Purchaser can make use of the Infrastructure in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Row House/Studio Apartments owners in '**RENAISSANCE NATURE WALK**'.
- 38) The Purchaser shall not question the location/installation or setting up of Transformer/s, STP, SUMPS & Over Head Tanks and other equipment/s for the supply of electricity, water and sanitary and Garbage Bin/s in '**RENAISSANCE NATURE WALK**' including for Schedule 'C' Row House/ Studio Apartment.
- 39) All the purchasers in '**RENAISSANCE NATURE WALK**' shall proportionately share and pay all the expenses for maintenance of all the Infrastructure, common amenities, areas and facilities such as parks and open spaces, water bodies, landscape, pots and plants, internal roads, drainages, sewerage disposal system, sanitary lines, water supply system, street/yard lights, common security, water

charges and such other expenses which are common in nature and not attributable to any individual Unit.

40) The Purchaser shall pay to the Developers or Maintenance Agency/Company or the Owners' Association, as the case may be, the following expenses in proportion to his/her share in Schedule 'C' Unit:

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in **'RENAISSANCE NATURE WALK'** including the cost of AMC's for these equipments;
- b) Electricity consumption charges for running all common services and lighting in the common areas and all open areas and water consumption charges and for facilities in **'RENAISSANCE NATURE WALK'**.
- c) Expenses and costs incurred for replacement of electrical fittings and bulbs in all common areas and open places;
- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of buildings, common areas, driveways, all roads, developments, club house, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, gardens, lawns, pots and other plants in Schedule 'A' Property;
- f) Salaries and wages payable to the property manager/s, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Proportionate insurance premium for protection against the hazards of fire, terrorist activities and other natural calamities;
- h) All other expenses which are common in nature and not attributable to any unit in particular, but relates to the up keep and maintenance of development in Schedule 'A' Property, in general.
- i) All insurances, taxes, service charges and all other incidental expenses, in general.

:29:

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

WITNESSES:

1) for **M/s. RENAISSANCE HOLDINGS &
DEVELOPERS PVT. LTD.,**

Director.
General Power of Attorney Holder for
SELLERS.

2) for **M/s. RENAISSANCE HOLDINGS &
DEVELOPERS PVT. LTD.,**

Director.
DEVELOPERS.

Drafted by:

Advocate,
Bangalore.

PURCHASER.

KRM:SDRNW.FMT.RERA (S)30.07.2017



MASTER PLAN



- A TYPE
- B TYPE
- C TYPE
- D TYPE

LEGEND

- ENTRANCE
- SECURITY
- ENTRANCE DRIVE WAY
- LANDSCAPED AREA
- CA SITE
- WATERBODY
- PAVED DRIVE WAY
- BOULEVARD01
- BOULEVARD02
- BOULEVARD03
- EWS APT BLOCK(STUDIO)
- CHILDREN'S PLAY AREA
- DRIVER/SERVANT TOILET
- UG SUMP
- CLUBHOUSE
- SWIMMING POOL
- TENNIS COURT
- HALF BASKET BALL COURT
- AMPHITHEATRE
- TRANSFORMER YARD01
- TRANSFORMER YARD02
- DG YARD
- STP
- OWC