

DEED OF SALE

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS _____ DAY OF _____, TWO THOUSAND _____ (____/____/20____) AT BENGALURU **BY AND BETWEEN:**

M/s. PRESTIGE SOUTHCITY HOLDINGS, a Partnership Firm, having its office at "The Falcon House", No.1, Main Guard Cross Road, Bangalore - 560 001, represented by its Managing Partner **M/s. Prestige Estates Projects Limited**, acting through its Authorised Signatory, hereinafter referred to as the "**SELLERS/BUILDER**" (which expression wherever it so requires shall mean and include its successors-in-interest, and assigns etc.,) **OF THE FIRST PART;**

:AND:

Mr./Mrs./Ms. _____ Aged _____ years S/o. D/o. W/o. Residing at :	
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hereinafter referred to as the "**PURCHASER/S**" (which expression shall wherever the context so requires or admits, mean and include all his/her/their legal heirs, representatives, executors administrators and permitted assigns) **OF THE SECOND PART:**

WHEREAS the immovable property, being non-agricultural converted lands measuring (1) 1 Acre 33 Guntas in Sy.No.6/2A, (2) 00 Acre 22.5 Guntas in Sy.No.6/2B and (3) 00 Acre 23 Guntas in Sy.No.6/2C all situated in Hebbal Ammanikere Village, Kasaba Hobli, Bangalore North Taluk and (4) 1 Acre 01 Gunta in Sy.No.21/3 and (5) 01 Acre 32 Guntas in Sy.No.21/4 situated in Kempapura Village, Yelahanka Hobli, Bangalore North Taluk, in all together admeasuring 5 Acres 31.5 Guntas, hereinafter referred to as the Larger Property, was purchased by the Sellers herein from their vendors in terms of two sale deeds detailed below:

- a) Sale Deed dated 26/11/2012 executed by M/s. Trishul Buildtech & Infrastructures Pvt. Limited, registered as Document No.2697/2012-13 in Book-I and stored in C.D.No.GAND144 in the Office of the Sub-Registrar, Gandhinagar, Bangalore, in respect of lands admeasuring Three (03) Acres Thirty Nine and Half (39.5) Guntas, comprised in Survey No.6/2A measuring 1 Acre 33 Guntas, Sy.No.6/2B measuring 22.5 Guntas and Sy.No.6/2C measuring 00 Acre 23 Guntas, all in Hebbal Ammanikere Village, Kasaba Hobli, Bangalore North Taluk and Sy.No.21/3 measuring 1 Acre 1 Gunta of Kempapura Village, Yelahanka Hobli, Bangalore North Taluk; and
- b) Sale Deed dated 26/11/2012 executed by M/s. Goldfinch Hotels Pvt. Limited, registered as Document No.2701/2012-13 in Book-I and stored in C.D.No.GAND144, in the Office of the Sub-Registrar, Gandhinagar, Bangalore, in respect of lands admeasuring One (01) Acre Thirty Two (32) Guntas in Sy.No.21/4 of Kempapura Village, Yelahanka Hobli, Bangalore North Taluk;

WHEREAS the Larger Property was also assessed to municipal property taxes by Bruhat Bangalore Mahanagara Palike and assigned with Katha/Municipal No.745/21/3/6/2A,6/2B,6/2C &21/4, Ward No.7, Yelahanka Division, Bangalore and the same is in the name of the Sellers ;

WHEREAS the Sellers had developed the Larger Property as residential apartment buildings under the name “**PRESTIGE MISTY WATERS**” after taking sanction of development plan from Bangalore Development Authority (BDA) vide No. BDA/TPM/DLP/ 63/2012-13/1150/2013-14 dated 20/06/2013 and Building Construction Plans from Bruhat Bangalore Mahanagara Palike vide BBMP/ADDL.DIR/JDNORTH/ LP/0393/201-13 dated 26/07/2014 consisting of two buildings i.e. the Building No.1 comprises of three interconnected Towers i.e. Towers 1 to 3, with two basements, ground and 23 upper floors and Building No. 2 i.e. Tower 4 with two basements, ground and 25 upper floors. The Building No.2 also has club house building of ground plus two upper floors ;

WHEREAS the Sellers had e completed the development of Prestige Misty Waters in all respects and the Sellers had sold the residential apartments therein to the interested purchasers together with undivided share of land in the Larger Property under several sale deeds;

WEHREAS during the construction of Prestige Misty Waters the Sellers had purchased residentially converted adjoining land bearing old Sy. No. 21/3 New Sy. No.21/8 of Kempapura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 2 Acres, under a Sale Deed dated 17/10/2015 registered as Document No.3068/15-16, Book I, Stored in CD No. GAND246, in the office of the Sub Registrar, Gandhinagar more particularly described in Schedule ‘A’ hereunder and hereinafter referred to as the Schedule ‘A’ Property, to develop the same as another tower/block of residential apartment building on the same lines as that of the Larger Property;

WHEREAS the Sellers had accordingly applied and secured sanction of modified residential development plan from BDA vide Work Order BDA/TPM/DLP/ 63/2012-13/1981/2017-18 dated 14/02/2018 adding Building No.3 to be built on Schedule A Property consisting of two basements, ground and Twenty (20) uppers with 119 residential apartment units. The Sellers also obtained sanction of necessary building construction plan for construction of Building No.3 from BBMP vide BBMP/ADDL.DIR/JDNORTH/ LP/0393/2012-13 dated 22/05/2018 (Sanctioned Plan). The Sellers have also obtained all other permissions and sanction as are required under law for construction of residential apartment building on the Schedule 'A' Property. The Sellers the Building No.3 so to be constructed in or upon the Schedule 'A' Property was named by the Sellers as **"PRESTIGE MISTY WATERS – VISTA TOWER"** and hereinafter referred to as the **"Project"**

WHEREAS the Katha of the Larger Property and the Katha Schedule 'A' Property have been amalgamated to facilitate the sanction of the building construction plan referred above vide order dated 04/01/2016 and the BBMP has assigned clubbed Municipal No. No.745/21/3/6/2A,6/2B,6/2C &21/4, 21/3 Ward No.7, Yelahanka Division, Bangalore and the same is in the name of the Sellers ;

WHEREAS the Sellers while conveying the undivided share of land in the Larger Property had reserved a right of way to access the Schedule 'A' Property in favour of the Sellers and anyone claiming through or under the Sellers however the Project has its own common amenities and facilities independent of Prestige Misty Waters detailed herein ;

WHEREAS the Sellers have secured registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority had granted Registration No. _____ to the said Project;

WHEREAS the Sellers, by executing a Deed of Declaration dated _____ registered as Document No._____, Book I, CD No._____ in the office of the Sub-Registrar, _____, Bangalore, have also submitted the Project to the provisions of the Karnataka Apartment Ownership Act 1972 and Rules made thereunder and have constituted an 'Association' under name and style **"PRESTIGE MISTY WATERS – VISTA TOWER APARTMENT OWNERS ASSOCIATION"** under the said Karnataka Apartment Ownership Act 1972;

WHEREAS in terms of the Scheme of ownership formulated by the Sellers the Purchaser herein being interested in owning an apartment in the Project had entered into the Agreement to Sale dated _____ to purchase the undivided share in the Schedule "A" Property, which is more fully set out in the Schedule "B" hereto (the Schedule B Property) and the Purchaser also got his Apartment unit bearing No. _____ on the __ Floor of in the Project with a Carpet area of ____ square feet and super built up area of _____square feet (i.e. inclusive of non exclusive of the proportionate share in the Common Area and Common Area utilized for housing

Common Amenities and Facilities of the Project) along with _____Purchasers Car Parking space/s in the basement and the non-exclusive right to use the Common Amenities and Facilities of the Project the details of which are more fully set out in the Schedule "C" hereto and hereinafter referred to as the Schedule 'C' Apartment ;

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

WHEREAS the Purchaser after having gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertakes to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchaser along with this Sale Deed has also executed and registered a declaration in Form "B" under the Karnataka Apartment Ownership Act, 1972 adopting the Deed of Declaration and becoming member of the Owners Association formed thereunder;

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

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1.1. DEFINITIONS:

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

- (a) "Act"** means (i) the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 and amendments thereto from time to time
- (b) "Agreement for Sale or Agreement to Sell "** means the Agreement to Sell dated _____ between the Purchaser and Sellers for the sale of the Schedule B property and construction of the Schedule C Apartment ;
- (c) "Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and including the Act;

- (d) **“Association or Association of Owners or Owners Association”** shall all mean **“PRESTIGE MISTY WATERS – VISTA TOWER APARTMENT OWNERS ASSOCIATION”**;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of The Project;
- (f) **Apartment/Apartments** shall mean the residential apartments/dwelling units situated in the Project meant to be used as private residence by its owner or occupier.
- (g) **“Apartment Owners/Owners”** shall mean any owner or owners of Apartments in the Project;
- (h) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the apartments and excludes area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (i) **“Common Areas of the Project”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure I** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owners Association to be followed by all the owners/occupiers of the apartments in the Project ;
- (j) **Common Amenities & Facilities of the Project”** shall mean and include those amenities and facilities of the Project as detailed in **Annexure II** hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or the Association to be followed by all the owners/occupiers of the Apartments.
- (k) **“Deed of Declaration”** shall mean the Deed of Declaration dated executed by the Sellers and registered as Document No._____/20____- 20____ in the office of the Sub Registrar, _____ submitting the Common Areas , the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;

- (l) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;
- (m) **"Limited Common Area"** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the apartment owners as they would be attached to such apartments and capable of used by these apartment owners and to be maintained by the owners the apartments at their cost and not as part of the Common Area.
- (n) **"Occupancy Certificate"** means the Occupancy Certificate dated _____ bearing No. _____ granted by BBMP confirming completion of the Project and pursuant thereto permitting occupation of the apartments in the Project ;
- (o) **"Party"** unless repugnant to the context, shall mean a signatory to this Sale Deed and **"Parties"** unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;
- (p) **"Project"** shall have the meaning ascribed to the term in Recital;
- (q) **"Purchaser Car Park/s"** shall mean the exclusive car parking space/s allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule "C" Apartment or by any of the occupiers of the Schedule "C" Apartment under the authority or agreement with the Purchaser herein.
- (r) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 6 hereof;
- (s) **"Rights and Obligation of the Purchaser"** shall mean the rights of the Purchaser set out in Schedule "D" and the obligation of the Purchaser shall mean the obligations to be complied by the Purchaser as set out in Schedule "E".
- (t) **"Sale Consideration"** shall mean the consideration paid by the Purchaser for the sale of the Property Hereby Conveyed under this Sale Deed ;

- (u) **"Sale Deed"** shall mean this deed of sale, including recitals , the schedules hereto;
- (v) **"Schedule "A" Property"** shall mean the land on which the Project is developed by the Sellers and more fully described in the Schedule "A" hereto;
- (w) **"Schedule "B" Property"** is the undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;
- (x) **"Schedule "C" Apartment"** is the Apartment which has been constructed under the Scheme and more fully described in the Schedule "C" hereto;
- (y) **"Scheme"** shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment (which undivided share is computed corresponding super built up area of such Apartment taking into consideration the total super built up area achieved on the land extent comprised in the Schedule A Property including utilisation of transferable development rights i.e. TDR, if any).
- (z) **"Structural Defects"** shall mean structural defect as provided in the Act;
- (aa) **"Super Built Up Area"** of any Apartment shall mean the aggregate of (i) the Carpet Area of such Private Residence, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (bb) **"Sellers Covenants"** shall mean the covenants of the Sellers detailed in clause 5 hereunder.

1.2 Interpretation:

- (a) in this Sale Deed, any reference to any statute or statutory provision shall include all the current statues either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;

- (d) the recitals and schedules annexed herein forms part of the Sale Deed shall have the same force and effect as if expressly set out in the body of this Sale Deed, and any reference to this Sale Deed shall include any recitals and schedules to it.
- (f) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Section in this Deed limits the extent or application of another Section;
- (g) headings to clauses, parts and paragraphs of this Sale Deed, and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;
- (h) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) this Sale Deed is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Sale Deed.

2. CONVEYANCE:

- 2.1 In pursuance of the foregoing, and in consideration of the Sale Consideration of **Rs. _____/- (Rupees _____ Only)** paid by the Purchaser to the Sellers, the receipt of which the Sellers hereby accept and acknowledge in full and final settlement and acquit the Purchaser from paying any further amount, the Sellers hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, all that undivided share in the land comprised in the Schedule "A" Property, which is more fully described in the Schedule "B" written hereunder together with all that Apartment described in Schedule 'C' hereunder constructed by the Sellers for the Purchaser under the Scheme and collectively hereafter after referred to as **"THE PROPERTY HEREBY CONVEYED"** with all rights, easements and privileges appurtenant thereto, and also enjoy in common all the Common Areas and Common Amenities in the Project, together with all those rights detailed in Schedule 'D' herein and subject to all the obligations detailed in Schedule 'E' herein, TO HAVE AND TO HOLD THE SAME ABSOLUTELY AND FOREVER, free from all encumbrances, charges, claims of any kind, subject to the terms , condition and covenants herein contained.
- 2.2 The sale and transfer of the Property hereby conveyed is subject to the right of way reserved in favour of the Sellers and all persons claiming under the

Sellers to access the remaining portion of Sy.No.21/3 of Kempapura Village, Yelahanka Hobli, Bangalore North Taluk lying to west of the Schedule A Property to make use of the drive ways in the Schedule 'A' Property to reach the said property and such right of way shall be in nature of permanent easement in favour of any persons having rights over the said property either under the Sellers or under the owner of the said property. It is clarified that other than the right of way the Sellers have not reserved any other right to use any other common amenities being provided in the Schedule 'A' Property.

3. POSSESSION:

- 3.1 The Sellers, on or before execution of this Sale Deed, have delivered possession of the PROPERTY HEREBY CONVEYED by placing the Purchaser in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.
- 3.2 The Purchaser hereby confirm/s having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchaser/s has/have inspected and satisfied as to completion of all works in the Schedule 'C' Apartment and its fitness for occupation and the Purchaser/s have no claims against the Sellers in respect of the Schedule 'C' Apartment including but not limited to the following:
- a) correctness of the area of the Schedule 'C' Apartment and the Purchaser Car Park allotted.
 - b) Common Area and Common Amenities provided in the Project as per the agreed Specifications set out in the Agreement to Sell
 - c) quality of construction of 'Project' and of the Schedule 'C' Apartment.
 - d) electrification and plumbing etc., in the Schedule 'C' Apartment and in the Project.
 - e) facilities and services provided in Schedule 'C' Apartment and in the building 'Project'.
 - f) construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 3.3 The Purchaser hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Sellers in relation to sale Schedule 'B' Property and construction of Schedule 'C' Apartment

and/or the development of the Project whatsoever and hereby confirm that the Sellers have complied with all their obligations towards the Purchaser under the Agreement to Sell to the satisfaction of the Purchaser and hereby fully and completely discharge the Sellers from all their obligations under the said Agreement to Sell except those specifically reserved under this Sale Deed.

4. FORMATION OF OWNERS ASSOCIATION AND MEMBERSHIP OF THE OWNERS ASSOCIATION:

- 4.1 The Purchaser has become member of Owners Association by executing this Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the Schedule "A" Property and accordingly the Purchaser has also executed the Form B under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.
- 4.2 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for maintaining the Common Areas of the Project and the Common Amenities and Facilities in the Project.
- 4.3 The Purchaser/s are aware that the Sellers will be maintaining the Project for a period of one year from the date of the Occupation Certificate as provided in the Act or on the Owners Association taking over the Common Areas and Common Amenities and Facilities of the Project, whichever is earlier. On and from the expiry of 1 year from the date of Occupation Certificate being issued or the from the date of handing over the Common Areas and the Common Amenities and Facilities of the Project, which ever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. It is hereby clarified that the Sellers shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.

5. THE SELLERS COVENANT WITH THE PURCHASER/S AS FOLLOWS:

- (a) That the Purchaser shall be entitled to hold, possess and enjoy the Property Hereby Conveyed, being entitled to the rights detailed in Schedule D hereunder and subjected to the obligations specified Schedule E to this Sale Deed;
- (b) The Sellers is the absolute owner of the Property Hereby Conveyed with exclusive possession of the Property Hereby Conveyed and no person other than the Sellers have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Property Hereby Conveyed ;

- (c) The Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Property Hereby Conveyed;
- (d) There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Property Hereby Conveyed in the manner herein contemplated;
- (e) All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (f) The Sellers have the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;
- (g) That the Sellers have delivered a set of photo copies of the documents of title , all the approvals and Sanctioned Plan , to the Purchaser and will deliver all the original documents of title to the Owners Association being held for the benefit of all co-owners of the Schedule "A" Property;
- (h) That the Sellers will do and execute all acts, deeds and things as may be required by the Purchaser/s and at the cost of the Purchaser/s, for more fully and perfectly assuring the title of the Purchaser/s to the Property Hereby Conveyed;
- (i) That the Sellers shall keep the Purchaser fully indemnified and harmless against any action or proceedings or liability, cost or claim that may arise against the Purchaser/s or the Property Hereby Conveyed by reason of any defect in or want of title on the part of the Sellers;

6. THE PURCHASER/S COVENANT/S AND UNDERTAKE/S AS UNDER:

- (a) The Purchaser/s shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Project and any part of the Limited Common Areas and which may be allotted to any other Purchaser/s of the Apartments in the Project. The Purchaser/s shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser/s;
- (b) That the Purchaser/s shall be entitled to the rights and bound by the obligations imposed upon the Purchaser/s under this Sale Deed and that the Purchaser/s shall abide by all the rules and regulations imposed by the Sellers or the Owners Association in regard to the Project ;

- (c) That the Purchaser/s hereby accept to conform to the rules and regulation that have been framed while subjecting the Schedule "A" Property and the Property Herby Conveyed constructed thereon under the provision of the Karnataka Apartment Ownership Act, 1972;
- (d) That the Purchaser is in full knowledge of the Applicable Laws applicable to the Project and that the Purchaser/s hereby undertake/s that the Purchaser/s shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Property Herby Conveyed at the Purchaser's/s' own cost;
- (e) The Purchaser has consented to become the member of the Owners Association formed. The Purchaser along with this Sale Deed have also executed Form B as provided in the Karnataka Apartment Ownership Act, 1976;
- (f) That the Purchaser shall regularly pay the maintenance charges that may be charged by the Sellers or the Association or the Agency employed for such maintenance of the Project and the Purchaser/s shall also pay any maintenance deposit/sinking fund amounts;
- (g) The Purchaser covenant that the Purchaser shall comply with all the rules, regulation, laws, notifications under Applicable Law, applicable to the Project in general and Project in particular, as may be prescribed by the Statutory Authority and/or the Association of Owners.
- (h) The Purchaser along with the other Owners of the Project hall at all times ensure that all necessary certificates, licenses, permits, permissions, and insurances are renewed and kept valid and subsisting.
- (i) After the maintenance of the Project is handed over to the Owners Association that has been formed or one year from the date of Occupation Certificate , which ever is earlier, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchaser along with the Association of Owners shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

- (j) The Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D" in the enjoyment of the Property Hereby Conveyed and the Common Areas and the Common Amenities and Facilities of the Project.
- (k) The Purchaser cannot hold the Sellers responsible for any breakages caused to any of the finished works in the Schedule "C" Private Residence being handed over to the Purchaser during the course of the interior works.
- (l) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project as may be prescribed by the Sellers and the Owners Association from time to time. The Purchaser will not place any material or obstruction in any Common Areas of the Project.
- (m) The Purchaser shall be solely responsible to keep the Property Hereby Conveyed at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the building, and to carry out any internal works or repairs as may be required by the Association;
- (n) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "PRESTIGE MISTY WATERS – VISTA TOWER" it being acknowledged that neither the Purchaser nor the Association of have any right to seek such change.

7. DEFECT LIABILITY PERIOD:

In the event of any Structural Defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate/Partial Occupancy having been issued to the Project. The Sellers agrees attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost. Provided always, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or the Purchaser/s agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Apartment other than for its intended purpose or such other reasons attributable to the Purchaser, then the Sellers shall not be liable for the same.

8. STAMP DUTY AND REGISTRATION FEES:

Stamp duty and registration fee and deficits if any, on this Sale Deed shall be and has been borne by the Purchaser.

9. PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:

The Permanent Account number and Aadhaar Card Number are as follows:

- (a) **Sellers** : AAMFP 9651 J
(c) **Purchaser** :

:SCHEDULE 'A' :

(Description of the Land on which Project is Developed)

All that piece and parcel of residentially converted land (vide Official Memorandum bearing No.ALN (NAY)SR:14/2014-15 dated 17.06.2015), measuring about 2 Acres, being portion of Survey No. 21/3, situated at Kempapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, presently assigned with Old Municipal Khatha No.785/21/3, Kempapura Ward No.7, Yelahanka Division, BBMP and presently forming part of cubbled Municipal No. 745/21/3/6/2A,6/2B,6/2C &21/4, 21/3 Ward No.7, Yelahanka Division, Bangalore bounded on as follows:

- EAST : Land in Survey No.20/1;
WEST : Land in Survey No.21/3;
NORTH : Land in Survey No.18/3 and 21/2; and
SOUTH : Land in Survey No.21/4 belonging to the Sellers herein;

SCHEDULE 'B'

(Description of the Undivided Share sold)

_____ sq.ft. of undivided right, title, interest and ownership in Schedule "A"
Property

SCHEDULE 'C'

(Description of the Apartment Constructed)

Residential Apartment bearing No. _____, situated on _____ Floor/Level in 'PRESTIGE MISTY WATERS – VISTA TOWER", being developed on Schedule 'A' Property, measuring _____ sq. ft. of carpet area _____ sq.ft. of super built up area i.e. inclusive of proportionate share in all the common areas such as passages, lobbies, lifts, staircases and other areas of common use and with _____ car parking space in the basement/surface level.

SCHEDULE 'D'

: RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall, in the course of ownership of Schedule 'B' Property and Schedule 'C' Apartment have the following rights:

- 1) The right to own the Apartment described in the Schedule 'C' above for residential purposes.
- 2) 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 the staircases, passages and common areas in the Building for ingress and egress and use in common;
- 3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building;
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the 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.

- 7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Sellers or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the common areas, amenities and facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common road, driveways and passages provided in Schedule 'A' Property and the adjoining lands to reach the Schedule 'C' Apartment without causing any obstruction for free movement therein.

: SCHEDULE 'E':
: OBLIGATIONS ON THE PURCHASERS:

- 1) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
- 2) Not to use or permit the use of the Schedule 'C' Apartment 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 vehicles parked in the parking spaces or for users of 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' Property.
- 5) Not to decorate the exterior part of the Schedule 'C' Apartment to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in the Project.
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.
- 7) The Purchasers shall have no objection whatsoever to the Sellers managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to the common organization or association as soon as

it is formed and pending formation of the same, the Sellers shall retain the same and the Purchasers have given specific consent to this undertaking.

- 8) The Purchaser shall become a Member of the Owners' Association to be formed amongst the owners of apartments in the Project and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in the Project shall be done by Seller until formation of Association and/or by the Maintenance Company appointed by the Seller and the Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement to the Seller or the Maintenance Company engaged by the Seller.
- 9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in the Project proportionately. No owner of an apartment in the Project is exempted from payment of 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 apartment.
- 10) The Purchaser/s shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchaser shall not use the Schedule 'C' Apartment as serviced apartment or transit accommodation or let it out on temporary basis.
- 11) The Purchaser shall not alter the elevations of the apartment building.
- 12) The Purchaser shall from the date of possession, maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws. The Purchaser shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire 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/s shall promptly report to the Sellers/Maintenance Company /Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners.

- 13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the apartments in the Project that:
- a) the name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Sellers in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.
 - b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.
 - c) the Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) the Purchaser/shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound the Project which may cause any nuisance or obstruction or hindrance to the other owners.
 - e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Sellers. The Purchaser/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration.
- 14) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.
- 15) As the Purchaser will be one of the owners of the apartments in the Project the Purchaser shall be entitled to use in common with the all the other buyers/ owners in the Project the Common Areas and Common Amenities listed below:

- a) driveways, passages, entry and exits;
 - b) entrance lobby, staircase and corridors in apartment towers;
 - c) elevators, pumps, generators;
 - d) open spaces, common gardens;
- 16) The Purchaser shall be entitled to exclusively use the parking space specifically allotted to the Purchaser either in the basement or at the surface level only for the purpose of parking cars and light motor vehicles. The Purchaser shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall he have any right to encroach or use other car parking spaces allotted or otherwise
- 17) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by:-
- a) closing the lobbies; stairways, passages and parking spaces and other common areas;
 - b) making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Sellers or the Owners' Association or Sellers differ from the scheme of the building.
 - c) making any structural alterations inside the apartment or making any fresh openings;
 - d) defaulting in payment of any taxes or levies to be shared commonly all the owners or common expenses for maintenance of the development.
 - e) creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.

- h) bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles without the prior approval of the Sellers/Maintenance Company/Association of Owners.
 - i) using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) draping clothes in the balconies and other places of building;
 - k) entering or trespassing into the parking areas garden areas and terrace not earmarked for general common use.
 - l) throwing any rubbish or garbage other than in the dustbin/s provided in the property.
 - m) undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers/Maintenance Company/ Owners Association.
 - n) creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in the Project
 - o) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of Common Area and Common Amenities in Prestige Misty Waters – Vista Tower
- 18) The use of the Common Amenities, swimming pool and other facilities by the Purchaser/s during tenure of ownership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein
- 19) The Purchaser shall park vehicles only in the parking space/area specifically acquired by the Purchaser and earmarked for the exclusive use of the Purchaser.
- 20) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in

the Schedule 'A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in Prestige Misty Waters – Vista Tower or by the Owners Association.

- 21) The Purchaser/s shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 22) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 23) The Purchaser/s shall permit the Sellers and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 24) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the building in Schedule 'A' Property.
- 25) All common areas and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.
- 26) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants. Upon

leasing, only the tenant/lessee shall be entitled to make use of the common facilities and the Purchaser/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project.

- 27) The Purchaser shall be liable to pay to Sellers/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
- a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipments, replacement of fittings and provision of consumables of all common areas and places;
 - b. All taxes payable, service charges and all other incidental expenses in general.
 - c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. all to other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipments, machinery such as generators, elevators, pumps, motors etc.

**ANNEXURE I
DETAILS OF COMMON AREA**

**ANNEXURE II
DETAILS OF COMMON AMENITIES**

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

WITNESSES:

1)

SELLERS
for PRESTIGE ESTATES PROJECTS LTD.

2)

PURCHASER/S