

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the _____ day of _____ two thousand eighteen (____.____.2018) at Bengaluru:

BY:

1. M/s.SRIDEVI PROPERTIES

A Partnership Firm, Having its registered office at
No.11, HIG 'A' Sector,
Yelahanka New Town,
Bangalore-560064.
PAN No.ABHFS5024N

2. SMT.KAUSALYA BHUPATHIRAJU

W/o.RavindraBhupathiraju
Aged about 46 years,
Residing at No.11, HIG 'A' Sector,
Yelahanka New Town,
Bangalore-560064.

Both are represented by their General Power of Attorney Holder **M/s.SHRI ARUNA CONSTRUCTIONS PVT LTD**, A Company incorporated under the Companies Act, 1956 having its registered Office at No.372/373, Sri Devi Properties, 1st floor, 15th Main, Yelahanka New Town, Bangalore-560064, represented by its hereinafter referred to as the '**VENDORS**', which expression wherever the context so admits or permits shall mean and include its directors, successors-in-office, heirs, executors, administrators, assigns etc., on ONE PART.

AND:

M/s.SHRI ARUNA CONSTRUCTIONS PVT LTD, A Company incorporated under the Companies Act 1956 having its registered Office at No. 372/373, Sri Devi Properties 1st floor, 15th Main, Yelahanka New Town, Bangalore-560064, represented by its Director Sri J.Venugopala Krishnam Raju PAN No.AAGCS9450D, hereinafter referred to as the '**CONFIRMING PARTY**', which expression wherever the context so admits or permits shall mean and include its Directors, Successors-in-office, assigns etc., on ONE PART.

IN FAVOUR OF:

- 1.**
- 2.**

both residing at # _____ ,
hereinafter referred to as the '**PURCHASER/S**', which term wherever

the context so admits or permits shall mean and include his/her/their heirs, assigns, legal representatives, administrators, nominees, executors on the OTHER PART.

WITNESSETH:

WHEREAS, Vendor No.1 **M/s.SRIDEVI PROPERTIES** acquired converted land measuring 1 acre in Sy.No.23/1A & 1B of Attur Village, YelahankaHobli, Bangalore North Taluk which is converted for non-agricultural residential use vide O.M.bearing No.ALN(NAY) SR:108/2009-10 dated 19-01-2010, from Sri.Pillamunishamappa and others under sale deed dated 27-07-2011 registered as document No.YAN-1-02031-2011-12 and saved in C.D.No.YAND361, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, Vendor No.2 **SMT.KAUSALYA BHUPATHIRAJU** acquired land measuring 33 guntas in Sy.No.23/1B of Attur Village, YelahankaHobli, Bangalore North Taluk which is converted for non-agricultural residential use vide O.M.bearing No.ALN(NAY) SR:73/ 2011-12 dated 06-09-2011, from Sri.Ramakrishnappa and others under sale deed dated 04-11-2011 registered as document No.YAN-1-04331-2011-12 and saved in C.D.No.YAND375, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, both the vendors have executed a deed of amalgamation dated 21-06-2013 which is registered as document No.YAN-1-02942-2013-14 and saved in C.D.No.YAND489, in the office of the Sub-Registrar, Yelahanka, Bangalore, in terms of which both the properties referred to above have been clubbed / amalgamated together to form a single unit which is more fully described in the schedule hereunder and herein after referred to as 'A' Schedule Property.

WHEREAS the Vendors have entered into Development Agreement dated 18-08-2014 which is registered as Document No.HBB-1-02616-2014-15 and stored in CD No.HBBD160 in the office of the Sub-Registrar, Hebbal, Bangalore with the Confirming Party, M/s SHRI ARUNA CONSTRUCTIONS Pvt., Ltd., hereinafter called as 'the said Developer' for the development of the Schedule 'A' Property, where under the Vendors have authorized the said Developer to develop the Property by putting up a residential Apartment Building thereon.

WHEREAS, pursuant to the said Development agreement, the Vendors have also executed registered Power of Attorney in favour of the Developer/Confirming Party herein vide **GPA 18-08-2014, registered as Document** No.HBB-4-.....-2014-15 and stored in CD No.HBBD160 in the office of the Sub-Registrar, Hebbal, Bangalore empowering the Developer/Confirming party to sell its share of 68% of the super built up area along with the undivided interest comprised in Schedule 'A'

Property and also to do such other acts and deeds including development activities.

WHEREAS under the said Development Agreement, the Vendors have agreed to transfer 68% undivided interest comprised in the Schedule 'A' Property in favour of the said Developer or in favour of its nominees in consideration of the said Developer constructing and delivering 32% of the total built up area i.e., 32% of the Apartments constructed on the Schedule 'A' Property along with proportionate car parking, terrace and garden rights and proportional right in common areas to the Vendors.

WHEREAS pursuant to the said Joint Development Agreement, the Confirming Party has got the building plan approved from The Bangalore Mahanagara Palike vide L.P.No.BBMP/Addl.Dir/JDTP/N/LP/0011/2014-15 dated 31/05/2015 for putting up Residential Apartment Project known as "**TRIVIK WINDWALK**" (hereinafter called the Said Project) in the Schedule 'A' Property consisting of 2 Wings i.e., East Wing to West Wing Where in East Wing consists B+G+ 14 floors and West Wing consists B+G+14 floors, comprising of individual ownership apartments and Car Parking spaces in the Said Project as sanctioned by the authorities or any additions and/or modifications thereto.

WHEREAS the Vendors have paid upto date property tax and obtained khata in their joint names in respect of Schedule 'A' Property from Bruhath Bangalore Mahanagara Palike.

WHEREAS the Vendors and the Confirming Party have formulated a Scheme of Ownership of residential apartments (hereinafter called the said scheme) where under a person interested in acquiring an Apartment in the said Project shall have to acquire a specified undivided right and interest in the land covered by the Schedule 'A' Property by virtue whereof such person is granted the right to construct or cause to be constructed, own and enjoy a specified apartment and a car parking unit in the said buildings with all matters of common concern, shared amenities, facilities and liabilities etc., being looked after in terms of an overall scheme mutually accepted by all the parties concerned and upon the completion of the said scheme, the land covered by the Schedule 'A' Property will be owned by all such persons owning the apartments therein as co-owners, however the garden/terrace area allotted to any apartment owner shall be for their exclusive use.

WHEREAS in terms of the Joint Development Agreement dated 18-08-2014 and also the Amended Supplementary sharing Agreements dated

..... entered between the Vendors and the Confirming Party, Apartment bearing No._____ on the _____ Floor of ____-Block in the Said Project along withCar Parking space have fallen to the share of the Confirming Party.

WHEREAS pursuant to the above Scheme the Purchaser/s being interested in acquiring a residential apartment through the Confirming Party in the Said Project and along with one car parking space, have gone through the title deeds of the Vendors after being satisfied with regard to the title of the Vendors, the construction particulars, plans and other details and after having been fully satisfied with the title of the Vendors have joined the said Scheme;

WHEREAS the Confirming Party has nominated the Purchaser/s herein as purchaser of _____ Sq. ft., of undivided right and interest in the Schedule 'A' Property which is morefully described in the Schedule 'B' written hereunder and hereinafter called as the SCHEDULE 'B' PROPERTY together with the right to own the apartment bearing No._____ on the _____ Floor of Block-__ in the Said Project along with car parking space which Apartment and car parking space are morefully described in the Schedule 'C' written hereunder and hereinafter called the Said Apartment and pursuant thereto the Purchaser/s have agreed to purchase the same.

WHEREAS the Vendors have represented that they have clear and marketable title to the Schedule 'B' Property and that they can vest clear and marketable title to the Schedule 'B' Property in the Purchaser/s and that there is no impediment in the Vendors selling, transferring and vesting title to the Schedule 'B' Property in the Purchaser/s and that the Schedule 'B' Property is free from all encumbrances, lien, charges, mortgages, restrictive covenants, lispendens, acquisition and requisition proceedings, minor claims and claims of any other nature whatsoever.

WHEREAS the Purchaser/s have sought for the conveyance of the Schedule 'B' Property in their favour by executing this Sale Deed.

NOW THEREFORE THIS DEED WITNESSETH that in pursuance to the above and in pursuance to the Purchaser/s agreeing to the stipulations contained hereinafter and in consideration of Rs._____/ - (Rupees _____ only) paid by the Purchaser/s to the Vendors through the Confirming Party, the receipt of which the Confirming Party herein hereby acknowledge as having been received and acquit the Purchaser/s from making any further payment, the Vendors do hereby sell, grant, convey, transfer

and assign unto and to the Purchaser/s absolutely and free from all encumbrances, the Schedule 'B' Property namely the aforesaid _____ Sq ft of undivided right and interest in the Schedule 'A' Property corresponding to the super built up area of the Said Apartment in the Said Project absolutely and forever and to HAVE and to HOLD and to enjoy the same and every part thereof unto and to the use of the Purchaser/s absolutely free from all encumbrances.

AND that the Confirming Party do hereby confirm that they have received the consideration towards the Said Apartment and Car Parking space from the Purchaser/s in full and final settlement and signed this deed as Confirming Party.

AND that the construction of the said buildings is nearly in completion stage and the physical vacant possession of the Said Apartment shall be handed over as per the Agreement between the parties.

AND that the Vendors do hereby declare that they are the true, lawful and absolute owners of the said undivided right and interest in the Schedule 'A' Property i.e., the Schedule 'B' Property hereunder and that the Vendors have not acted in any manner with the result that such right is curtailed.

AND in particular, the Vendors do hereby declare that the Schedule 'B' Property is free from all encumbrances, lien, charges, lease or court proceedings and that all taxes levied up to this date in respect thereof have been paid and the Vendors undertake to discharge any such amount found levied or leviable upto this date.

AND that the Vendors shall indemnify and save harmless the Purchaser/s against all losses, expenses or damages incurred or sustained on account of any encumbrances, attachments, claims, charges, clogs, hindrances, lispendens, etc., of whatever nature in or upon the Schedule 'A' Property or any portion/s thereof on account of any defect in title.

AND that the Vendors do hereby further assure the Purchaser/s that the Vendors shall do or cause to be done all such acts, deeds or things as the Purchaser/s may reasonably require, for more perfectly assuring the Schedule 'B' Property hereby conveyed, granted, transferred and sold unto the Purchaser/s.

Provided always the Vendors/Confirming Party or persons claiming through, under or in trust for them shall have the right to enforce the stipulations contained hereinafter.

THE PURCHASER/S HEREBY AGREE that the Vendors shall be at liberty to sell, transfer, and or deal with or dispose off the remaining right, title and interest in the Schedule 'A' Property or the said buildings constructed thereon, along with the adjoining garden/terrace area specifically ear-marked for any particular apartment, provided however, that the Vendors shall not effect any act to prejudice the undivided right and interest purchased under this Deed by the Purchaser/s or the said Apartment.

AND THAT THE VENDORS HEREBY COVENANT:

- a. That the title of the Vendors to the Property hereby conveyed is good, marketable and subsisting and it is not subject to any encumbrances, attachments, acquisition or the tenancy proceedings or charges of any kind.
- b. That the Vendors shall require every Purchaser/s of undivided right and interest in the Schedule 'A' Property governed under the said Scheme to covenant and observe the restrictions setforth infra.
- c. That the Vendors shall always respect the right of the Purchaser/s to enforce such right and interest in the Schedule 'A' Property.
- d. That the Vendors conveying to any person undivided right and interest in the Schedule 'A' Property shall not contract or confer any right not reserved for the Purchaser/s herein nor shall contract to exclude for any Purchaser/s any burden expressed to be shared by the Purchaser/s herein.
- e. That the Vendors shall not convey to any person any interest in the Schedule 'A' Property without annexing thereto the stipulations hereinafter contained.
- f. The undivided share in land conveyed under this document together with the Apartment thereon, is the First sale by the Vendor.
- g. That the Vendors are the absolute owners of the Property hereby conveyed and that they have the power to convey the same and that none else has any right, title, interest or share therein and there is no impediment for this sale under any law, order, decree or contract;
- h. That the Purchaser/s shall be the Absolute Owners of the Said Apartment subject to the rights, restrictions and liabilities herein below set out.
- i. That the Vendors have delivered a set of photo copies of the title deeds relating to the Schedule 'A' Property to the Purchaser this day, as what is conveyed is only a share in the Schedule 'A' Property, the originals are retained by the Vendors and when all

the co-owners of the Schedule 'A' Property form an Association/ Organization, the original title deeds shall be delivered to such Association/ Organization for being held for the benefit of all the co-owners;

1. RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule 'A' Property and the said buildings in the Project 'NCC URBAN MAY FAIR':

- a. Full right and liberty for the Purchaser/s and all persons authorised or permitted by the Purchaser/s (common with all other persons entitled, permitted or authorised to the like right) at all times, by day and night to go, pass and repass and use the staircase, lifts and the passage inside and outside the said buildings on the Schedule 'A' Property.
- b. Full right and liberty to the persons referred to supra in common with all other persons, with or without motor cars or other permitted vehicles, at all times, by day and by night to go, pass and by pass over the land appurtenant to the said buildings on the Schedule 'A' Property.
- c. The right to subjacent and lateral support, shelter and protection from the other parts of the said buildings and from the side and roof thereof.
- d. The right to free and uninterrupted passage of running water, soil, gas and electricity, from and to the said buildings and to the Said Apartment through the sewers, drains and water courses, cables, and wires which now are or may at any time hereafter be in, under or passing through the said buildings or any part thereof.
- e. The right of passage for the Purchaser/s and the Purchaser/s agents or workmen to the other parts of the said buildings and also the water tanks for cleaning, repairing or maintaining the same at all reasonable time after taking consent from the persons appointed by the majority of owners of Apartments for this purpose.
- f. Right to lay cables or wires through common walls or passage for radio, television, telephone and such other installations, however, having due regard to the similar rights of other owners of Apartments.
- g. Subject to payment for common facilities and services, the right to enjoy the common services and facilities provided in the said buildings.
- h. Absolute ownership and possession of the Schedule 'C' Property.

2. RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S:

The Purchaser in consideration of promoting and protecting their rights as the owner of the Schedule property and in consideration of the covenants of the Vendors binding on the Purchaser of the other undivided interest in the Schedule 'A' Property and the Units thereon, do hereby agree to be bound by the following covenants;

- a. Not to raise any construction in addition to the Said Apartment.
- b. Not to use or permit the use of the construction of the Said Apartment in a manner which would diminish the value of utility of the pipes, cisterns and the like common amenities provided in the said Project.
- c. Not to use the space in the land left open after the construction of the said buildings thereon for parking any Vehicle other than in the places specifically allotted to the Purchaser/s for parking of vehicles or to use the same in a manner which might cause hindrance for the free ingress to or outgress from any part of the said buildings.
- d. Not to bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
- e. Not to default in the payment of any taxes or levies or expenses to be shared by the other joint owners of the Apartments under the Said Scheme or expenses to be shared by the other apartment owners or of any specified part thereof.
- f. Not to make any arrangement for the maintenance of the exterior of the Said Apartment or the common amenities therein, other than that agreed by the majority of owners of the apartments in the said buildings.
- g. Not to store in the said Apartment any goods which are hazardous or combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to affect or damage the construction or structure of the said buildings.
- h. Not to carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircase, ladders, lifts, common passage or any other structure or parts of the buildings wherein the said Apartment is situated.
- i. Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang household clothes, linen and other personal effects on the verandahs or above the parapet or railing level.
- j. Not to use or permit the use of the common passages, common staircases or common areas for storage, display boards, materials etc., or in a manner as to cause inconvenience,

- obstruction or nuisance to others or to affect the aesthetics of the said buildings or any part thereof.
- k. Not to enter or trespass or interfere into the Parking Areas, Garden Areas and Terrace Areas not earmarked for general common use. The Purchaser/s shall not have any right and interest in the garden/terrace of the Buildings except in case where the Purchaser/s have acquired such right specifically.
 - l. Not to construct anything on the open Garden / Terrace and to keep the Garden / Terrace always open to the sky and unbuilt upon.
 - m. Not to construct anything in the land appurtenant or in the space meant as garden-lawn and/or Terrace even if such garden or terrace portion has been allotted to the exclusive use of the Purchaser/s.
 - n. Not to store any materials in the terrace and keep the terrace clean.
 - o. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and or other refuse or permit the same to be thrown out from the Said Apartment or in the compound or any portion of the said buildings wherein the said Apartment is situated.
 - p. Not to cause any nuisance or health hazard to the other occupants of apartments.
 - q. To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the majority of Purchaser/s of undivided interest.
 - r. Not to decorate the exterior of the said buildings and or the Said Apartment in any manner.
 - s. Not to make any external changes which will modify or change the projection of the said buildings.
 - t. Not to make any structural alterations or fresh openings inside the apartment. In case of any modifications carried out by any of the owners of the apartments in such case the Confirming Party shall have the right to demolish such modification.
 - u. Not to alter the colour scheme of the exterior of the buildings or of the exterior lobby wall of the said Apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the Said Apartment.
 - v. Not to use the said Apartment for any business or purpose which is prohibited in law or for any commercial activity or in such a way as to cause nuisance, health hazard to others. To use the said Apartment only for residential purposes.
 - w. Not to seek for partition of the Schedule 'A' Property by metes and bounds and shall always enjoy the Schedule 'A' Property as Co-owners along with other Co-owners thereof;

- x. Not to enclose balcony with grills or in any other manner whatsoever.
- y. Not to put up sign board, hoarding or any other neon sign or logo on the exterior of the buildings or in the lobby or on the wall of the unit or at any open spaces inside or outside the buildings and compound wall without the prior approval of the Vendors and in places not sanctioned by the Vendors.
- z. Not to alter or change the name of the said Project and the name of the said Project shall always remain as "NCC URBAN MAY FAIR".
- aa. Not to alter the number assigned to the Apartment. The name and or Apartment Number of the Purchaser/s shall be put, in standardized letters and colouring only at the location/board that may be designated by the Confirming Party in the entrance lobby and at the entrance door of the particular Apartment but at no other place in the buildings.
- bb. The Purchaser/s shall permit the Confirming Party and or their agents with or without workmen at all reasonable times to enter into and upon the Apartment, Parking Space, Garden 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 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.
- cc. The Confirming Party shall at all times be entitled to display any hoardings and advertisements relating to the Schedule 'A' Property in the Property and the Purchaser/s or any one claiming under them, shall not obstruct the Confirming Party in this regard.
- dd. The purchaser/s covenants that the purchaser/s shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the project, as may be prescribed by the statutory authority and/or the association of owners. The purchaser/s shall with the other owners of the apartment take over the project for maintenance thereof.
- ee. The purchaser/s covenant that the purchaser/s with the other owners of the apartment shall ensure and cause that at all times the annual maintenance contracts are valid and subsisting with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, control equipments, pumps, motors and other equipments as well as to take all such steps to ensure safety in and at the terrace levels,

walls/cladding, swimming pools and other places. The purchaser/s are fully aware that non payment towards the annual maintenance contracts will adversely affect the safety of the apartment building and adversely affect safely and operation of all the equipments installed in the building.

ff. The purchaser/s covenants that, the Developer herein shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipments, fire protection systems, their supporting equipments, pollution control and other general safety equipments, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The purchaser/s shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments.

gg. The Purchaser/s shall become a member of the Apartment Owners Association on its formation and shall observe and perform the terms and conditions of the Bye-laws and Rules and Regulations of the Association that will be formed and pay the admission fee and other fees that is required. The main purpose and object of such Association is to take over accounts/finance of the said Building and properly manage the affairs of the same, providing all facilities to Apartment Owner/occupants. The Vendor shall not manage the affairs of the said Building upon the formation of Association.

hh. The purchaser/s herein declare that, the purchaser/s, their heirs, executors, administrators and assignee and occupiers of the said accommodation shall hereinafter be subject to the provisions of The Karnataka Apartment Ownership Act 1972 (Karnataka Act 17 of 1973) and all amendments thereto and purchaser/s further declares that, they shall comply strictly with the covenants, conditions and restrictions set forth in the said declaration and with the bye-laws, annexures forming the part thereof with the administrative rules and regulations adopted pursuant to such bye-laws etc.

ii. If the purchaser/s herein have obtained housing loan in respect of the said accommodation from financial institute/bank then the purchaser/s undertake to provide details of the same to Apartment Owners Association on its formation.

3. EXPENSES TO BE BORNE BY THE PURCHASER/S:

The Purchaser/s shall insure the said Apartment against all risks and keep the policy of insurance always in force and reinvest the proceeds of such policies for re-building of the Said Apartment. The Purchaser/s shall bear all expenses relating to the Said Apartment including internal maintenance, insurance, Municipal tax relating thereto.

The Purchaser/s shall bear their proportionate share of the following common expenses:

1. All rates and outgoing payable, if any, in respect of the SCHEDULE 'A' PROPERTY and the buildings thereon.
2. The property tax in respect of Schedule B & C property from the date of handing over of the schedule B & C Property or as communicated in writing by the Developer/Confirming party with regard to completion whichever is earlier.
3. The expenses of routine maintenance of the said buildings including, painting, whitewashing, cleaning, etc., and the provision of any common service to the said buildings.
4. Maintenance and replacement of lifts, generators, telephones, pump-sets and other machinery, electrical lines common to the said buildings, replacement of bulbs/tubelights in corridors and other common places in the Said Project.
5. Maintenance of potted plants in the said buildings and all landscaped areas.
6. Maintenance of swimming pool, club house and other common amenities including the equipments installed therein in the said buildings.
7. Expenses relating to the security system provided for the said buildings.
8. Any other incidental and consequential expenses relating thereto.

As the Said Apartment forms part of a large group housing complex, for maintaining uniformity and acceptable standards in the interests of the apartment owners, the Association formed by the Apartment owners shall carry out the services mentioned above as per the association's interpretation of these clauses, and shall be entitled to the payment of such sums by the Apartment owners concerned as may be determined by the association from time to time as well as for any other common facility provided in due course, unless otherwise determined by a majority of Apartment owners. The Association will carry out the maintenance activities cited above by itself. All amounts towards maintenance etc., shall be deposited by the Purchaser/s, as evaluated, fixed and stipulated by the said association.

The Purchaser/s shall bear their share of the common expenses in the manner stated above and should the Purchaser/s default in any payment due for any common expenses, benefits or amenities, the Vendors/Confirming Party and the majority of the Owners of other apartments or any other person undertaking to carry out such maintenance and provide common services, while carrying out such maintenance shall have the right to remove such common benefits or amenities including electricity and water connection from the Purchaser/s enjoyment.

1. RESTRICTIONS ON THE PURCHASER RIGHT TO USE THE CAR PARK SPACE:

1. That the purchaser shall not use the car parking space for the purpose of parking any heavy vehicle or to stock any goods whatsoever;
2. That the Purchaser shall not store any inflammable materials or goods on car parking space;
3. That the purchaser shall not put up any temporary or permanent constructions / erections/ partitions on or around car parking space;
4. That the Purchaser shall not use the car parking space in any manner that would adversely affect any of the constructions raised by the builders on the Schedule 'B' Property;
5. That the Purchaser shall adhere to the rules and regulations that may be formulated by the associations of the owners, as and when formed, or in default by a majority of the owners of undivided shares in the Schedule 'B' Property ;
6. That the Purchaser shall give to the other co-owners of car parking spaces in the building, the right of ingress to and egress from all parts of the stilt building;
7. That the Purchaser shall give the right of passage to the Agents/ Licensees/ Workmen of other co-owners of car parking spaces in the Building for the purposes of repairing/ cleaning/ maintaining any of the common amenities provided at all times, on notice;
8. That the Confirming Party/Developer shall have the absolute discretionary power to make additional car parking without affecting the driveways and the same shall not be questioned by the purchaser herein.

2. DEFECT LIABILITY PERIOD:

The Developers shall be responsible for any structural defects, water leakages, plumbing defects, in the building constructed in the Schedule 'A' Property noticed up to a period of twelve months

from the date of completion of the respective building or handing over the possession whichever is earlier. However, small air-cracks in the plaster, masonry, door and windows shall not be construed as defects;

SCHEDULE-A

ALL THAT PIECE AND PARCEL of residentially converted land measuring 1 acre 33 Guntas (79,497 Sq.ft) in Sy.No.23/1A &1B, converted vide O.M. bearing No.ALN(NAY)SR:108/2009-10 dated 19-01-2010 & O.M. bearing No.ALN(NAY)SR:73/2011-12 dated 03-09-2011, situated at Attur Village, YelahankaHobli, Bangalore North Taluk, Bangalore having BBMP Khata No. 334/22/1A/1B & 553/23/1B and bounded as follows:

East by	:	Land bearing Sy.No.22.
West by	:	Land bearing Sy.No.25.
North by	:	Road
South by	:	Land bearing Sy.No.23/2 & 23/3.

SCHEDULE-B

The sqr.ft of undivided share in the Schedule “A” Property corresponding to the Schedule “C”.

SCHEDULE “C”

The apartment unit bearing No. _____, on the _____ Floor of _____ Block of the Project **“TRIVIK WINDWALK”** having a Carpet area of _____ Square Feet and having a super built up area of _____ Square feet along with _____ car parking spaces in the basement with proportionate share in the Common Area and Common Area of the Project with the non-exclusive right to use the Common Amenities and Facilities of the Project and bounded as follows:

EAST BY	:
WEST BY	:
NORTH BY	:
SOUTH BY	:

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR
HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED
BEFORE THE FOLLOWING

CONFIRMING PARTY

M/s.SHRI ARUNA CONSTRUCTIONS
PVT LTD)

VENDORS

(Rep by their GPA Holder M/s.SHRI
ARUNA CONSTRUCTIONS PVT LTD)

WITNESSES:

1.

1.

2.

2.

PURCHASERS

Drafted by: