

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE IS MADE AND EXECUTED ON THIS THE MADE AND EXECUTED ON THIS THE DAY OF SEPTEMBER TWO THOUSAND NINETEEN AT BANGALORE:

BY:

1. **Mr.BYRAPPA**, aged about 73 years,
Son of Late Mr.Munishamappa,
2. **Mrs.ARUNA KUMARI**, aged about 43 years,
Wife of Late Mr.P.B.Suresh,
daughter in law of Mr.Byrappa
3. **Ms. SUPRIYA**, aged about 20 years,
Daughter of Late Mr.P.B.Suresh
4. **Ms. CHAITRA**, aged about 18 years
Daughter of Late Mr.P.B.Suresh
5. **Baby. SUCHITRA**, aged about 16 years
Daughter of Late Mr.P.B.Suresh,
represented by her natural guardian, mother Mrs.Aruna Kumari

The above 1 to 5 are residing at
Panathur village and Post,
Varthur Hobli,
Bangalore 560 048.

6. **Mrs.RATHNAMMA**, aged about 43 years,
Wife of Late Mr.P.B.Nagaraj,
daughter in law of Mr.Byrappa
7. **Mrs.RADHIKA**, aged about 30 years,
Daughter of Late Mr.P.B.Nagaraj,
8. **Mrs. DHANALAKSHMI**, aged about 28 years,
Daughter of Late Mr.P.B.Nagaraj,
9. **Ms. SHRUTHI**, aged about 22 years
Daughter of Late Mr.P.B.Nagaraj,
The above 6 to 9 are residing at
Panathur village and Post,
Varthur Hobli,
Bangalore 560 103.
10. **Mrs. B.NAGAVENI**, aged about 54 years,
Wife of B.N. Nagaraja and Daughter of Mr. Byrappa,
Residing at No.1,
Bidarahalli,
Bangalore 560 049.
11. **Mr.M.UMESH**, aged about 38 years,
Son of Late Mrs. Jayamma and Mr. Muniyappa,
grandson of Late Munishamappa, and nephew of Mr. Byrappa,
residing at No.13,
Dhanisandra Kebbekan,
Hegde Nagar Main road,
Thanisandra, Shivram Karanth Nagar Post,

Bangalore 560 045.

Represented by their GPA Holder:

M/s.D.C.HI-RISE LLP.,

A Registered Limited Liability Partnership Firm,
Having its Office at No.703,
10th A Main Road, Jayanagar
4th Block, Bangalore – 560011

Represented by its Signatory

1. J.Shankar
2. A.Lakshmappa

Hereinafter referred to as the '**FIRST SET OF OWNERS**' (which term wherever the context so applies shall mean and include their respective Heirs, Executors, Administrators, Legal representatives and Assigns) of the FIRST SET;

M/s.D.C.HI-RISE LLP.,

A Registered Limited Liability Partnership Firm,
Having its Office at No.703,
10th A Main Road, Jayanagar
4th Block, Bangalore – 560011

Represented by its Signatory

1. J.Shankar
2. A.Lakshmappa

Hereinafter referred to as the '**SECOND SET OF OWNERS**' (which term wherever the context so applies shall mean and include their respective Heirs, Executors, Administrators, Legal representatives and Assigns) of the SECOND SET;

1. **Mr.P.M.SUBBANNA**, aged about 70 years
Son of Late.Mr.Maranna
2. **Mrs. P.S.VIJAYALAKSHMI**, aged about 40 years
Daughter of Mr.P.M.Subbanna
3. **Mr.P.S.BABU**, aged about 38 years
Son of Mr.P.M.Subbanna,
4. **Mr. P.S.MANJUNATH**, aged about 38 years
Son of Mr.P.M.Subbanna,
5. **Mr.MUNIRAJU**, aged about 34 years
Son of Mr.P.M.Subbanna
6. **Mr.SREENIVAS**, aged about 32 years,
Son of Mr.P.M.Subbanna
7. **Miss.RAMYA**, aged about 30 years
Daughter of Mr.P.M.Subbanna
All residing at No.36/1
Panathur village and Post,
Varthur Hobli,

Bangalore- 560103.

Represented by their GPA Holder:

M/s.D.C.HI-RISE LLP.,

A Registered Limited Liability Partnership Firm,
Having its Office at No.703,
10th A Main Road, Jayanagar
4th Block, Bangalore – 560011

Represented by its Signatory

1. J.Shankar
2. A.Lakshmappa

Hereinafter referred to as the **‘THIRD SET OF OWNERS’** (which term wherever the context so applies shall mean and include their respective Heirs, Executors, Administrators, Legal representatives and Assigns) of the SECOND SET;

The First Set of Owners, the Second Set of Owners and the Third Set of owners are hereinafter together referred to as the **‘VENDORS’**, which term wherever the context so applies shall mean and include their respective Heirs, Executors, Administrators, Legal representatives and Assigns) of the FIRST PART;

AND

M/s.D.C.HI-RISE LLP.,

A Registered Limited Liability Partnership Firm,
Having its Office at No.703,
10th A Main Road, Jayanagar
4th Block, Bangalore – 560011

Represented by its Signatory

1. J.Shankar
2. A.Lakshmappa

Hereinafter referred to as the **‘DEVELOPER/CONFIRMING PARTY’**(which term wherever the context so applies shall mean and include the Partnership Firm, its Partners, Legal Representatives, Executors, Administrators and Assigns) of the **SECOND PART**;

AND:

Customer details_____

Hereinafter called the **‘PURCHASER/S’** shall wherever the context so applies shall mean and include his/her/their respective Legal Heirs, Assigns, Successors, Executors, Administrators, Legal Representatives, etc., of the **THIRD PART**.

WITNESSETH AS FOLLOWS:

WHEREAS, the Parties of the First Part are the absolute owners of the converted Land in Survey No.1/3A, measuring 0-21 guntas, out of 0-26.08 guntas, converted vide official memorandum bearing No.ALN[EVH]SR/26/2014-15, dated: 23.10.2014, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, which property is morefully described in the

schedule hereunder and hereinafter referred to as the **ITEM No.I OF THE SCHEDULE PROPERTY**, Party of the First Part at Sl.No.1 having acquired the larger extent of 26.08 Guntas, vide the Partition deed dated 25.04.2006, which is registered as document No.2130/06-07, of Book I, stored in CD No.237, in the office of the sub-registrar, Bommanahalli.

WHEREAS, the Party of the Second Part is the sole and absolute owner of the Converted Land bearing Survey Number 1/3A, measuring 28 Guntas, (30,492 Square Feet) (Converted vide Official Memorandum bearing No.ALN.EVH.SR.458/11-12 dated 01.02.2012) situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, Bangalore East Taluk, which property is morefully described in the schedule hereunder and hereinafter referred to as the **ITEM No.II OF THE SCHEDULE PROPERTY** having acquired the same vide the Deed of Sale Dated 02.11.2012, registered as document No.VRT-1-03966/2012-13, Stored in C.D.No.VRTD 166, before the office of Sub Registrar Varthur, Bangalore, and Deed of Sale dated 09.11.2018, registered as document No.SHV-1-05112/2018-19, Book I, Stored in C.D.No.SHVD282, before the office of Sub Registrar Shivajinagar, for a valuable consideration.

WHEREAS, the Party of the Third Part are the owners of all that piece and Parcel of converted land bearing Survey Number 1/1, measuring 29.08 Guntas, (Converted vide Official Memorandum bearing No.ALN(EVH)SR/24/2014-15, dated 23.10.2014, issued by the office of Deputy Commissioner, Bangalore District), situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, Bangalore East Taluk, which property is morefully described in the schedule hereunder and hereinafter referred to as the **ITEM No.III OF THE SCHEDULE PROPERTY**, partied of the Third Part sl.No.1, having acquired the same vide Partition Deed entered amongst his family members.

WHEREAS, the Developer **“M/s.D.C.HI-RISE LLP.**, Represented by its Signatory J.Shankar and A.Lakshmappa, (earlier authorized signatory, Sri.Navneet Jhunjhunwala,) A Partnership firm, Represented by its Partners, propounded a scheme of developing the Schedule A Property into a Multi storied Residential Apartment Building, in this regard the Developer has entered into a following Joint Development Agreements.

WHEREAS, Sri.Byrappa Son of Late.Munishamappa and his children and grand children, entered into a Registered Joint Development Agreement dated 07.01.2013 with M/s.D.C.Hi-Rise LLP, A Limited liability partnership Firm, represented by its authorized signatory, Sri.Navneet Jhunjhunwala, registered as document No.VRT-1-05133/2012-13, Stored in C.D.No.VRTD 174 of Book I, registered before the office of Sub Registrar Varthur, in respect **Item No.I of the Schedule Property**, for joint development of the same into a constructing Multi storied Residential Apartments buildings and further thereto they have also executed a registered General Power of Attorney dated 07.01.2013, in favour of M/s.D.C.Hi-Rise LLP, A Limited liability partnership Firm, represented by its authorized signatory, Sri.Navneet Jhunjhunwala, in respect of the Subject Property, which interalia and empowers the said Developer to develop the same.

WHEREAS, Sri.Byrappa Son of Late.Munishamappa and his children and grand children, executed a Rectification Deed for change in measurement, vide Rectification Deed dated 3.12.2015, for the Joint Development Agreement dated 10.12.2018, in favour of M/s.D.C.Hi-Rise LLP, A Limited liability partnership Firm, represented by its authorized signatory, Sri.A.Lakshmappa and Sri.J.Shankar, registered as document

registered as document No.SHV-1-05741/2018-19, Stored in C.D.No.SHVD284, registered before the office of Sub Registrar Shivajinagar, thereby rectified the extent of the said Joint Development Agreement as 21 Guntas, instead of 24 Guntas, and also rectified the General Power of Attorney dated 07.01.2013, Rectification Deed dated 10.12.2018, registered as document No.SHV-4-00451/2018-19, Stored in C.D.No.SHVD284, registered before the office of Sub Registrar Shivajinagar.

WHEREAS, Sri.P.M.Subbanna Son of Late.Maranna, and his children, entered into Registered Joint Development Agreement 03.08.2013, with M/s.D.C.Hi-Rise LLP, A Limited liability Partnership Firm, represented by its authorized signatory, Sri.Navneet Jhunjhunwala, registered as document No.HLS-1-02761/2013-14, Stored in C.D.No.HLSD84 of Book I, registered before the office of Sub Registrar Halasur, **Item No.II of the schedule property**, for joint development of the same into a constructing Multi storied Residential Apartments buildings and further thereto they have also executed a registered General Power of Attorney dated 03.08.2013, registered as document No.HLS-4-00226/2013-14, Stored in C.D.No.HLSD84 of Book I, registered before the office of Sub Registrar Halasur, in favour of M/s.D.C.Hi-Rise LLP, A Limited liability partnership Firm, represented by its authorized signatory, Sri.Navneet Jhunjhunwala, in respect of the Subject Property, which interalia and empowers the said Developer to develop the said Property for the said purposes, Followed by the Rectification Deed dated 15.02.2019, executed by Sri.P.M.Subbanna Son of Late.Sri.Maranna and others in favour of in favour of M/s.D.C.Hi-Rise LLP, A Limited liability Partnership Firm, represented by its authorized signatory, Sri.A.Lakshmappa and Sri.J.Shankar, registered as document No.BNS-1-19173/2018-19 of Book -I, Stored in C.D.No.BNSD704, registered before the office of Sub Registrar Shivajinagar, and Rectification Deed dated 15.02.2019, registered as document No.BNS-4-00883/2018-19 of Book -I, Stored in C.D.No.BNSD704, registered before the office of Sub Registrar Shivajinagar, in respect of Survey Number 1/1, measuring 29.8 guntas, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk.

WHEREAS, Bruhat Bangalore Mahanagara Palike, the concern authorities of Bruhat Bangalore Mahanagara Palike, have issued Bruhat Bangalore Mahanagara Palike, Amalgamated Katha Certificate, assigned Katha. Sl.No.1139/Sy.No.1/3A,1/1, Municipal No.105, measuring 2 Acres 04 Guntas, situated at Panathur Village, situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, in the name of Sri.Byrappa, M/s.D.C.Hi-Rise LLP, A Limited liability Partnership Firm, represented by its authorized signatory, Sri.A.Lakshmappa and Sri.J.Shankar and Mr.P.M.Subbanna.

WHEREAS, thus in the manner mentioned above Vendors are the owners of their respective portions of All that piece and Parcel of Property bearing Amalgamated Katha No. Sl.No.1139/Sy.No.1/3A,1/1, Municipal No.105, carved out of converted Land in Survey No.**1/3A**, measuring 0-21 guntas, out of 0-26.08 guntas, (converted vide official memorandum bearing No.ALN[EVH]SR/26/2014-15, dated:23.10.2014), issued by Deputy Commissioner, Bangalore District, Bangalore) and Converted Land bearing Survey Number **1/3A**, measuring 28 Guntas, (30,492 Square Feet) (Converted vide Official Memorandum bearing No.ALN.EVH.SR.458/11-12 dated 01.02.2012), issued by Deputy Commissioner, Bangalore District, Bangalore) and converted land bearing Survey Number **1/1**, measuring 29.08 Guntas, (Converted vide Official Memorandum bearing No.ALN(EVH)SR/24/2014-15, dated 23.10.2014, issued by the office of Deputy Commissioner, Bangalore District), in all measuring **2 Acres 04 Guntas**, situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, which property is more fully described in the schedule hereunder and hereinafter referred to as the **SCHEDULE A PROPERTY**, for the sake of brevity.

WHEREAS in terms of the Joint Development Agreement, the Developer has the right to Develop the Schedule 'A' Property into a residential Multi-storeyed Residential

Apartment building and the Developer is entitled to % undivided share from the contribution ofGuntas made by the First Set of Owners in the land of the Schedule 'A' Property, and Developer is entitled to % undivided share from the contribution ofGuntas made by the Third Set of Owners in the land of the Schedule 'A' Property, with a right to nominate a Purchaser of their choice who would get caused the construction of a residential apartment through the Developer with proportionate undivided share in the land and whereas the Vendors have executed a Power of Attorney in favour of the Developer to the extent of% and% share in the Schedule 'A' Property.

WHEREAS, pursuant thereto the Developer has commenced the construction of Multi Storied Residential Apartment Building over the Schedule A Property upon obtaining a sanctioned Building Plan from BBMP Bangalore, bearing No...../2017-18, dated,comprising of “..... Floors & Terrace”, under the name and style “.....”.

WHEREAS, as per the terms of the registered Joint Development Agreement and the subsequent sharing Agreement the Flat bearing No. “.....” in the^T **FLOOR** of Two Bed Rooms, Carpet Area measuring “.....”**sq.ft**,super built up area “.....”**sq.ft**, with One Covered Car Parking in the Stilt Floor, in the Building storied Residential Apartment known as “.....”, to be constructed on the Schedule A Property is fallen to the share of the DEVELOPER herein.

WHEREAS, the Developer has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore on, **Under Registration No.....**

WHEREAS, in terms of the aforesaid registered Joint Development Agreement, the Owners/Vendors have granted the development rights in respect of the Schedule 'A' Property in favour of the Developer. Under the Joint Development Agreement, the Developer has agreed to develop the Schedule 'A' Property by constructing the residential apartment building (“Project”). Further, as agreed under the terms of the registered Joint Development Agreement, in Proportion to the contribution of 19 Guntas made by First Set of Owners/Vendors, they are entitled to 47% and Developer is entitled for 53%, likewise, in Proportion to the contribution of 10 Guntas, made by Second set of owners/Vendors, they are entitled for 43 % Developer is entitled for 57% of share of the built up area along with Proportion undivided share, rights, title and interest in the Schedule 'A' Property.

WHEREAS, the Owners/Vendors and the Developer have identified the apartments falling to their respective shares in “.....” by entering into a Sharing Agreement dated, under which the Developer is entitled to units of residential apartments out of total 56 apartments along with their respective shares and other entitlements of the built-up areas, car parking areas in the Project;

WHEREAS, the development of “.....” is designed in such a way that the apartment has ‘Common Areas’, to be owned, enjoyed and maintained collectively by the Allottees/purchase’s of apartments of “.....”

In terms of the Scheme of ownership formulated by the Owners/Vendors and Developer, the Purchaser/s herein being interested in owning an apartment in the Project had entered into the Agreement to purchase **Sq. feet** undivided share in the Schedule “A” Property and the proportionate share in the common areas in the development in Schedule `A' Property, which is more fully set out in the Schedule “B” hereto (the Schedule `B' Property) and the Purchaser/s also got his/her/their **Apartment Unit privately numbered as No....., on the Floor** in the Project with a **Carpet area of square feet and super built up area of square feet** (i.e., inclusive of non-exclusive proportionate share in the

Common Area and Common Area utilized for housing Common Amenities and Facilities of the Project) **along with one Car Parking space/s** in the Stilt 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, which Apartment has fallen to the share of the Developer.

- A. The Purchaser/s has/have paid the Part Sale Consideration and Cost of Construction and all other amounts payable under the said Agreement and detailed herein to the Owners/Developer and has/have now called upon the Owners/Developer to execute this Deed of Sale.
- B. In view of the compliance of the Developer obligations under the Agreements aforesaid, the Purchaser/s approached the Developer and agreed to complete the purchase of the property by agreeing to continue to comply with the terms and conditions incorporated in the Agreements in relation to ownership, possession, use and enjoyment of the Schedule A in Residential Apartment and all the common areas, amenities and facilities in the Project and based upon the said assurances, the Owners/Developer have come forward to execute this Sale Deed, pursuant to and in continuation of the Agreement,

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 dated executed between the parties and the same are applicable for this Sale Deed also.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the aforesaid Agreement and in consideration of the payment of the sale consideration of **Rs...../-** (Rupees T..... Only) paid by the Purchaser/s to the Developer, being the loan amount sanctioned by in the names of the Purchasers and paid to in favour of the Developer.

the receipt of which sum the Owners & Developer hereby admit and acknowledge and acquit the Purchaser/s of any further payment and in consideration thereof, the Owners and Developer hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchaser/s all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Developer and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as detailed hereunder and subject to all those obligations as detailed hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Owners and Developer hereby confirm having transferred all their right in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchaser/s for the consideration received and acknowledged as above.

1) ASSURANCES:

The Owners and Developer hereby covenant with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Owners and Developer 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/s and that the Schedule 'B' and 'C' Properties and every part thereof shall at all times remain and be UNTO the Purchaser/s and be quietly entered into,

upon, held, possessed and enjoyed by the Purchaser/s jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Owners and Developer or anyone claiming through or in trust for them.

2) INDEMNITY:

The Developer shall keep the Purchaser/s fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the Owners and Developer or any persons having or claiming any estate, right, title or interest in or to the Property hereby conveyed.

3) TITLE & TITLE DEEDS:

The Developer has 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 purchased Schedule 'B' and 'C' Properties being satisfied with the Owners title and the Developer's right to develop 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 Agreements referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Owners and Developer and the Purchaser/s to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall ensure for the benefit of and be binding upon the Owners and Developer and the Purchaser/s in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association in terms of the Act.

4) PROPERTY TAXES AND KHATA:

4.1) The Developer will pay Municipal taxes and other rates and outgoings on the Schedule 'B' and 'C' Properties up to the date of registration and handing over the flat to the purchaser/s. Thereafter, the Purchaser/s shall be liable to pay the Municipal Taxes from the said date for the Schedule 'B' and 'C' Properties.

4.2) The Purchaser/s is/are entitled to secure Municipal Khata of Schedule 'C' Property from the jurisdictional municipal office and Owners and Developer agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

5) POSSESSION:

5.1) The Developer on or before execution of this Sale Deed, has delivered possession of the property hereby conveyed by placing the Purchaser/s in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.

5.2) The Purchaser/s 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 has/have no claims against the Owners and Developer 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 Car Park allotted.
- b) Common Area and Common amenities/facilities 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.

5.3) The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Developer in relation to sale of Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirm that the Developer has complied with all his obligations towards the Purchaser/s under the Agreements to the satisfaction of the Purchaser/s and hereby fully and completely discharge the Owners and Developer from all their obligations under the said Agreements except those specifically reserved under this Sale Deed.

6) RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the rights as mentioned below on purchase of Schedule C-Apartment:

- (i) Exclusive ownership of the Apartment for residential purposes only.
- (ii) Undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised 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.
- (iv) Free and uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (v) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.
- (vi) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing 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.
- (vii) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Owners and Developer and/or Owners Association.
- (viii) Right to use and enjoy the common roads, common areas, parks, open spaces and common facilities in the Project in accordance with the purpose for which they are provided without obstruction for free movement, endangering or encroaching the lawful rights of other owners/users.
- (ix) The Purchaser/s shall be entitled in common with the Purchaser of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;

- b) Lifts/pumps/generators;
- c) Staircases and driveways in the basements, roads and pavements;
- d) Common facilities, subject to compliance of rules, regulations and bye laws.

7) OBLIGATIONS OF PURCHASER/S:

7.1) The Purchaser/s shall be bound by the obligations and restrictions which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Sale Deed.

7.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, club house swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Owners and Developer until entire development in Schedule 'A' Property is completed and it is handed over to Owners Association on such completion. However the Purchaser/s is/are allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying his/her/their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Owners/Developer s.

7.3) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.

7.4) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Owners and Developer as follows:-

- (i) To maintain the said Apartment at his/her/their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Owners/Developer s.
- (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structural members in the said Apartment without the prior written permission of the Owners/Developer s.
- (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the pre-approved area.

- (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- (v) To pay within fifteen days of demand by the Owners and Developer his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (vi) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- (vii) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Owners and Developer would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Owners and Developer of any instances of taxes on this Agreement, accruing in future.
- (viii) To undertake to use the Schedule `C` Property- Apartment for residential purposes only and shall not use for any other commercial or illegal activities.
- (ix) To own and enjoy Schedule `C` Property and shall be entitled to all those such Rights stated above herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed herein. The rights and obligations so detailed herein are common to all purchaser/s in the Project.
- (x) 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, club house etc., more particularly defined under the Act in Schedule `A` Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule `A` Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.

7.5) The Purchaser/s shall not require or undertake by himself/herself/themselves before/after delivery of possession of Schedule `C` Apartment, any additions/deletions/ modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Owners/Developer s. The Developer's decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Developer.

7.6) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Owners/Developer s. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Owners and Developer do not owe any responsibility for any breakages, damages caused to

any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by them. The Owners and Developer are not answerable for any thefts during the course of the interior works. Any damage caused to any common area and/or amenities/facilities while carrying out the interior decoration work, including while transporting material to and from the Apartment, shall be the sole responsibility of the Purchaser/s and the Purchaser shall be liable to pay for any damages to the common areas and/or amenities/facilities.

7.7) The terrace of the building on issue of Occupancy/Completion Certificate after completion of construction aforesaid will be common to the owners/occupants of the building.

7.8) The Purchaser/s will not object to the rights of the Owners and Developer in allotting the covered/open car parking spaces/ garage for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Owners and Developer in this regard shall be final and binding on the Purchaser/s.

7.9) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s 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 car parking space.

7.10) The Purchaser/s agree/s that he/she/they shall park his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.

7.11) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

7.12) The Owners and Developer have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other buildings in the Project and the Purchaser/s shall have no objection/make any claims in respect thereto.

7.13) The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Owners and Developer that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Owners and Developer under this Sale Deed, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Owners/Developer s, all necessary assistance and co-operation, to enable the Owners and Developer to exercise and avail of the same.

8) OWNERS ASSOCIATION:

8.1) The Purchaser/s have/shall become member/s of the Association. The Owners'/Allottees Association is governed by a Deed of Declaration executed by the Owners and Developer and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

8.2) It is specifically made clear that the said Owners'/Allottees 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 the Project but also for the management, administration and control of the Infrastructure and for collecting common expenses/ Maintenance charges for up-keep and maintenance of

common areas/amenities/facilities etc., and will function in terms of Act & Rules there under.

8.3) That on the Project being handed over to the Association, the Owners and Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

9) MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT:

9.1) The Owners and Developer by themselves or through a Maintenance Agency appointed by them will undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchaser/Owners of the apartments. The Purchaser/s shall pay to Owners and Developer or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.

9.2) The Purchaser/s shall permit the Owners and Developer and/or Association, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

10) NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project **"EAST BREEZE"** in Schedule 'A' Property.

11) DEFECT LIABILITY PERIOD:

(a) The Defect liability period shall be for a period of 5 (five) years from the date of issuance of the Occupancy/Completion Certificate as may be issued concerned authority. The Defect liability shall cover only rectification of structural defects owing to the negligence/omission of the Developer. It is however agreed by the Purchaser/s that from the date of handing over of the possession of the Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment 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 Apartment 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 Developer are neither liable nor responsible. Subject to the terms as stated in this clause the Developer shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Developer. Similarly the Developer shall transfer/assign all the warranties provided by the service providers to the Purchaser of Apartments.

(b) The Developer 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, stains in 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 apartment.

(c) The Developer shall not be responsible for routine/non-structural cracks resulting from differential co-efficient 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.

12) RIGHT TO REBUILD:

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him/her/them prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

13) APPLICABILITY:

The Agreements between the Developer and the Purchaser/s and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property and Schedule 'C' Apartment for the Purchaser/s and in the event of there being any inconsistency in terms, conditions, covenants, rights and obligations of the parties detailed in these two documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the said Agreement, as otherwise Agreements 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.

14) STAMP DUTY & REGISTRATION FEE:

This Sale Deed has been made, executed and registered at the cost of the Purchaser/s and the Purchaser/s has/have borne the stamp duty, registration fee payable on this deed and if any further stamp duty and registration fee is demanded by the registration authorities under whatever proceedings, the same shall only be borne by the Purchaser/s. The Developer shall have no liability in respect thereof.

"SCHEDULE PROPERTY"

Item No.I:

ALL THAT PIECE AND PARCEL OF the converted Land in Survey No.1/3A, measuring 0-21 guntas, out of 0-26.08 guntas, converted vide official memorandum bearing No.ALN[EVB]SR/26/2014-15, dated: 23.10.2014, issued by Deputy

Commissioner, Bangalore District, Bangalore, Situated at Panathur Village, Varthur Hobli, Bangalore East Taluk, and bounded on the:

East by : Sy. No. 1/4A of Smt.Jayamma;
West by : Portion of Survey Number 1/3A, owned by M/s.D.C. Hi. Rise LLP;
North by : Survey Number 1/1 of Sri.P.M. Subbanna;
South by : Portion of Survey Number 1/3A owned by the Mr.Byrappa & others.

Item No.II:

ALL THAT PIECE AND PARCEL OF THE Converted Land bearing Survey Number 1/3A, measuring 28 Guntas, (30,492 Square Feet) (Converted vide Official Memorandum bearing No.ALN.EVH.SR.458/11-12 dated 01.02.2012) situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, Bangalore East Taluk and bounded on the:

East By : Land of Sri.Byrappa bearing Sy No.1/3A, and 1/3B2 & 1/3BA;
West By : Land of Sri.G.Manju's and others bearing Sy.No.102/4;
North By : Property belonging to Sri.Subbanna bearing No.1/1;
South By : Road.

Item No.III:

ALL THAT PIECE AND PARCEL OF the converted land bearing Survey Number 1/1, measuring 29.08 Guntas, (Converted vide Official Memorandum bearing No.ALN(EVH)SR/24/2014-15, dated 23.10.2014, issued by the office of Deputy Commissioner, Bangalore District), situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, bounded as follows,

East by : Land in Sy.No.1/4 and Property of Late.Narayana Reddy;
West by : Property of Mr.Bilimane Ramaiah & Mr.M.P.Krishna Reddy;
North by : Property of Mr.P.A.Manjunath;
South by : Land in Sy.No.1/3A.

SCHEDULE "A" PROPERTY

ALL THAT PIECE AND PARCEL OF, All that piece and Parcel of Property bearing Amalgamated Katha No. Sl.No.1139/Sy.No.1/3A,1/1, Municipal No.105, carved out of converted Land in Survey No.**1/3A**, measuring 0-21 guntas, out of 0-26.08 guntas, (converted vide official memorandum bearing No.ALN[EVH]SR/26/2014-15, dated:23.10.2014), issued by Deputy Commissioner, Bangalore District, Bangalore) and Converted Land bearing Survey Number **1/3A**, measuring 28 Guntas, (30,492 Square Feet) (Converted vide Official Memorandum bearing No.ALN.EVH.SR.458/11-12 dated 01.02.2012), issued by Deputy Commissioner, Bangalore District, Bangalore) and converted land bearing Survey Number **1/1**, measuring 29.08 Guntas, (Converted vide Official Memorandum bearing No.ALN(EVH)SR/24/2014-15, dated 23.10.2014, issued by the office of Deputy Commissioner, Bangalore District), in all measuring **2 Acres 04 Guntas**, situated at Panathur Village, Varthur Hobli, Bangalore South Taluk, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, along with all rights, present and future, if any, which may be accrued upon the said property, bounded on

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

“SCHEDULE - B”

(Undivided share of land out of the Schedule “A” Property

Agreed to be sold to the Purchaser/s)

“.....”**sq.ft** undivided right, title, interest and ownership in the immovable Property mentioned in the Schedule A Property above.

“SCHEDULE - C”

(Flat agreed to be sold to the Purchaser/s)

Flat bearing No“.....” in the^T **FLOOR** of Two Bed Rooms, Carpet Area measuring “.....”**sq.ft**,super built up area “.....”**sq.ft**, with One Covered Car Parking in the Stilt Floor, to be constructed on the Schedule A Property in the project known as “.....”.

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

WITNESSES :

1.

1.

2.

VENDORS

Represented by their GPA Holder

1.

2.

Represented by its Partners:-

DEVELOPER

1.

2.

PURCHASERS