

ABSOLUTE SALE DEED

THIS DEED OF SALE is made and executed on this day of
November 2017

BY

M/s. ASWAN VENTURES (PAN:AAZFA6309D), a Partnership firm, having its Principal place of business at Nos.35/1, Yellappa Chetty Layout, Ulsoor Road, Bangalore -560042, represented herein by its Partner **Mr. Muzzakir Hussain**, hereinafter called the “**VENDORS**” (which term shall where the context so admits be deemed to include its successors-in-office and assigns) of the One Part:

IN FAVOUR OF

hereinafter called the “**PURCHASER/S**” (which term shall where the context so admits be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the Other Part:

WHEREAS the Composite Immovable Property consisting of two portions i.e., 16 Guntas in Sy. No.43/1 and two sites measuring 4600 Sq. ft., in Sy. No.43/5 both of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, totally measuring 22,024 Sq. ft., was purchased by M/s. Aswan Ventures, under two sale deeds as follows:-

- a) Immovable Property being non-agricultural converted vacant land measuring 16 Guntas in extent in Survey No.43/1 of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, under a Sale Deed dated 7th May 2014, Registered as No.541/14-15 in Book-I stored in C.D.No.SHVD178 in the Office of the Sub-Registrar, Shivajinagar, Bangalore.
- b) Immovable Property being Residential Sites bearing Nos.24 & 25 formed in Sy. No.43/5 of Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore East Taluk, totally measuring 4600 Sq. ft., under a Sale Deed dated 7th May 2014, Registered as No.540/14-15 in Book-I stored in C.D.No.SHVD178 in the Office of the Sub-Registrar, Shivajinagar, Bangalore.

AND WHEREAS the aforesaid Composite Property totally measuring 22,024 Sq. ft., which was under the folds of the Bruhat Bangalore Mahanagara Palike, were assessed to municipal taxes and clubbed into one Composite Municipal No.54, (Sl. No.1436, Sy. No.43/1), Pattandur Agrahara, in Corporation Ward No.83, Bangalore, under a Special Notice No.BBMP/ARO/KTR/180/14-15 dated 14/11/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, Mahadevapura Ward, Bruhat Bangalore Mahanagara Palike and Khata was registered in the name of the said M/s. Aswan Ventures.

AND WHEREAS the Khata of the aforesaid Composite Property bearing Corporation No.54 (Sl. No.1436, Sy. No.43/1), Pattandur Agrahara, Bangalore, stands in the name of said M/s. Aswan Ventures, as per the Extract dated 14/11/2014 issued for the year 2014-15 by the Assistant Revenue Officer, Whitefield Sub-Division, Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the said M/s. Aswan Ventures, sold a small portion on the Eastern side measuring 42' x 15' = 630 Sq. ft., of the aforesaid

composite property in favour of Mr.Muddasir Hussain, under a Sale Deed dated 19th November 2014, registered as No.2701/14-15, in Book-I in the Office of the Sub-Registrar, Shivajinagar, Bangalore, retaining the major portion measuring 21394 Sq. ft.

AND WHEREAS the Bruhat Bangalore Mahanagara Palike by a Special Notice dated 29/12/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, bifurcated and retained the existing Corporation No.54, Pattandur Agrahara, Bangalore, to the portion retained by M/s. Aswan Ventures and continued the khata.

AND WHEREAS the said M/s. Aswan Ventures, the Vendor herein, is now thus the sole and absolute owner of the aforesaid property, which is now known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.43/1), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, totally measuring 21394 Sq. ft., which is more particularly mentioned and described in the Schedule 'A' hereunder written, which for the sake of brevity shall hereinafter be referred to as "**SCHEDULE 'A' PROPERTY**".

AND WHEREAS the Khata of the Schedule 'A' Property continues to stand in the name of the Vendors as per the Certificate dated 29/12/2014 issued by the Assistant Revenue Officer, Whitefield Sub-Division, Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the Vendors have been in absolute possession and enjoyment of the Composite Property from the date of its purchase and are fully entitled to develop, sell, transfer or otherwise deal with the same in any manner at their absolute discretion.

AND WHEREAS the Vendors decided to develop the Schedule 'A' Property into a Multistoried Residential Apartment Building.

AND WHEREAS the Vendors applied and obtained sanctioned Plan vide L. P. No.0383/14-15 dated 10/8/2015 issued by the Joint Director (Town Planning-North), Bruhat Bangalore Mahanagara Palike.

AND WHEREAS the Vendors are promoting and constructing a multistoried Residential Apartment Building under the name and style of "**THE MARQUIS**" comprising of Basement for car parking space, Ground Floor consisting of 3 Apartments bearing Nos. G1, G2 & G3, First Floor

consisting of 5 Apartments bearing Nos. 101 to 105, Second Floor consisting of 5 Apartments bearing Nos. 201 to 205, Third Floor consisting of 5 Apartments bearing Nos. 301 to 305 and Fourth Floor consisting of 5 Apartments bearing Nos. 401 to 405 and Fifth Floor consisting of 5 Apartments bearing Nos.501 to 505 with a gym & swimming pool (hereinafter referred to as the said scheme).

AND WHEREAS as per the final said scheme the Schedule 'A' Property is being developed into a multistoried Building named as "**THE MARQUIS**" comprising of Apartments, where under a person interested in acquiring an Apartment in the building to be constructed on the Schedule 'A' Property shall acquire a specific undivided share, right, title and interest in the land covered by the Schedule 'A' Property by virtue whereof such person shall be granted the right to get constructed, own and enjoy a specific Apartment allotted to him with all matters of common concern, share, amenities, facilities, liabilities etc., being looked after in term of an overall scheme 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 Apartment therein as Co-owners and individual Apartments as absolute owners.

AND WHEREAS undivided shares to be transferred in respect of each of the Apartment as per the above scheme have been worked out based on the built up area, car parking, garden space.

AND WHEREAS pursuant to the scheme formulated the individual apartments to be sold to prospective Purchasers along with proportionate undivided share in the land comprised therein as arrived in proportion to the areas.

AND WHEREAS the Purchaser herein intends to acquire one flat in the said Multistoried residential building and after fully satisfying about the title, scheme and specifications of the Vendors agreed to join the scheme.

AND WHEREAS the Vendors negotiated with the Purchaser herein for the sale of an Apartment bearing No..... on **Floor, having a super built up area of Sq. Ft.,** along with single car parking space in the Basement/Ground Floor of the said multistoried residential building known as "**THE MARQUIS**" constructed on Schedule 'A'

Property, together with **Sq. ft.**, undivided share, right, title and interest in the land comprised therein, more particularly mentioned and described in the Schedule 'B' hereunder written, which for the sake of brevity shall hereinafter be referred to as "**SCHEDULE 'B' PROPERTY**" for a total sale consideration of **Rs...../- (Rupees Only)** which includes the land cost, construction cost and car parking cost, as per the terms and conditions reduced in writing under an Agreement to Sell dated

AND WHEREAS the Purchaser has paid a sum **Rs...../- (Rupees Only)** as advance to the Vendors in the following manner:-

receipt of which the Vendors do hereby acknowledge.

AND WHEREAS the Purchaser has paid the balance amount of **Rs...../- (Rupees Only)** to the Vendors in the following manner:-

- a) Rs. /- being 1% TDS as per the Income Tax Act has been deducted from the sale price of the **Vendors** and deposited on behalf of the **Vendors**, paid on from Bank, Challan No..... Ack. No. , TDS Certificate No.
- b) Rs. /- by

receipt of which the Vendors do hereby acknowledge.

AND WHEREAS the Vendors hereby acknowledges having received the aforesaid entire sale consideration **Rs...../- (Rupees Only)** from the Purchaser in full and final settlement.

AND WHEREAS the Purchaser has now requested the Vendors to execute a Sale Deed in his/her/their favour.

AND WHEREAS in pursuance thereof the Vendors have now agreed to sell and convey the Schedule 'B' Property unto and in favour of the Purchaser absolutely, free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the entire sale price of **Rs...../- (Rupees Only)** already paid by the Purchaser to the Vendors in the aforesaid manner, receipt of which the Vendors do hereby acknowledge in full and final settlement of the entire sale price THEY THE VENDORS as absolute/beneficial owners do hereby convey and assign absolutely unto and to the use of the Purchaser the Schedule 'B' Property and all the estate, right, title, interest, property claims and demands of the Vendors upon the Schedule 'B' Property and every part thereof TO HAVE AND TO HOLD the same free from all encumbrances without any lawful interruption or disturbances by the Vendors or any person or persons lawfully or equitably claiming through or in trust for them or any of their predecessors in title AND THAT the Vendors do hereby covenant that they will at all times hereby execute such lawful deed or assurances as shall or reasonably require for further and more perfectly assuring the Schedule 'B' Property AND FURTHER the Vendors do hereby covenant and agree with the Purchaser to save harmless and indemnify the Purchaser against all losses or damages which the Purchaser might sustain or incur in respect of any encumbrances made by the Vendors or any of their predecessors in title or in respect of any claims that may be put forward to the Schedule 'B' Property or in respect of any arrears of taxes, rates, assessments or in respect of any other charge or lien or any attachments made by any Court of Law AND THAT FURTHER the Vendors do hereby covenant that they have not done or knowingly suffered or been a party to any act whereby the Schedule 'B' Property hereby conveyed is or may be encumbered in title, estate, or otherwise howsoever or whereby they are prevented from conveying or assigning the Schedule 'B' Property or any part thereof in the manner hereinbefore appearing.

The Purchaser shall be the absolute owner of the Schedule 'B' Property and the Purchaser shall be entitled to own and enjoy the same with full

authority to hold, lease, mortgage, sell or otherwise dispose off the same as absolute owners.

The Vendors have this day put the Purchaser in joint possession of the land comprised in Schedule 'A' Property along with other owners of undivided share, right, title and interest of the Schedule 'A' Property and also exclusively delivered the vacant and physical possession of the said apartment to the Purchaser.

The Vendors have handed over copies of documents of title pertaining to the Schedule 'A' Property. The Original documents of title have been retained by the Vendors till the completion of the entire project and the same to be delivered to the Association of Apartment Owners to be formed later for the purpose of maintenance of the said building constructed on the Schedule 'A' Property. As the Purchaser is purchasing only specific undivided right, title and interest in the Schedule 'A' Property, original documents shall not be handed over to the Purchaser.

The Purchaser agree and covenants as follows:-

1. The undivided share in the land sold along with the apartment shall be inseparable and the Purchaser hereby agrees not to seek separate partition or separate possession of the same.
2. It is hereby agreed between the Vendors and the Purchaser that the Schedule 'B' Property being the part of the Residential building, the Purchaser shall abide by the terms and conditions mentioned in Schedule 'C' to 'F' appended herein, which shall form part and parcel of this deed and run with the land.

3. The Parties hereby agree to submit the Schedule 'B' Property to the Provisions of the Karnataka Apartment Ownership Act 1972, and the Ownership shall be subject to the rights, obligations and expenses to be borne as specified hereunder and under the said Act and Rules/Bye-Laws there under and the Deed of Declaration to be executed.
4. It is hereby agreed between the parties that the Purchaser shall become the member of the Apartment Owners Association on its formation and shall pay proportionately maintenance charges any other common expenses and also agree to abide by all the rules and regulations framed hereunder.
5. The Vendors are not responsible for provision of Sewage Treatment Plant (STP) and have not provided for same and not included in the specification mentioned in the above Agreement. Any Law enforcing the provision of STP or any similar facilities required by BWSSB, shall be directly borne and complied by the Purchaser herein along with the end buyers of the apartments in the said Apartment Project. The Vendors shall not be liable for any fines due for non provision of STP or such facilities and any such charges or fines levied by departments shall be borne by the Apartment owners directly.
6. The Purchaser shall use the Schedule 'B' Property for the purpose of Residence only.
7. The Purchaser shall have no objection whatsoever for the Vendors retaining the unsold apartments with undivided share, car parking spaces, garden/lawn, open terrace or open set back not allotted and to use and/or transfer the same in any manner at their discretion. The set back on the four sides of the building is not considered as common area including terrace space allotted to separate parties. The Purchaser has given her irrevocable consent in this behalf.

8. It is hereby agreed between the parties that the Purchaser shall have proportionate share in all such common areas, lobbies, stair-case, Gym, swimming pool and all other common amenities and facilities provided therein.
9. That the Purchaser have inspected the Apartment and after full satisfaction have taken possession of the property.
10. The Purchaser covenants that the Vendors have complied with all the terms agreed and also completed the building as per the specifications agreed.
11. The Purchaser fully discharges the Vendors from any other further obligations.
12. The Purchaser at their own cost and responsibility obtain sub-numbers to the Schedule 'B' Property sold herein and the Vendors shall not be responsible in this behalf. The Purchaser shall obtain the sub-numbers from the BBMP and pay taxes as fixed by the BBMP. The Vendors shall co-operate in signing such khata forms and other papers.
13. The Purchaser has taken the Schedule 'B' Property after going through all the plans, documents, inspection, verification of documents, sanction plan, specifications and with full satisfaction has purchased the property.

The Income Tax Details of the Parties are as follows:-

- | | | |
|---------------------------------|---|-------------------|
| I) Vendors (M/s Aswan Ventures) | - | (PAN: AAZFA6309D) |
| II) PURCHASER (|) | - (PAN:) |

SCHEDULE 'A' OF THE PROPERTY
(Composite Property)

All that piece and parcel of Composite immovable property which is now known as and bearing Corporation No.54 (Sl. No.1436, Sy. No.41), situated in Pattandur Agrahara, in Corporation Ward No.83, Bangalore, bounded on the East by : Private Property belonging to Mr. Muddasir Hussain; West by : Whitefield Main Road; North by : Private Property and South by : Private Property, totally measuring 21,394 Sq. ft.,

SCHEDULE 'B' HEREINBEFORE REFERRED TO
(Herein conveyed)

Apartment bearing No..... on **Floor**, having a super built up area of **Sq. ft.**, along with single car parking space in the Basement/Ground Floor of the multistoried Residential Building known as "THE MARQUIS" constructed at premises bearing Corporation No.54 (Sl. No.1436, Sy. No.41), Pattandur Agrahara, Bangalore, together with **Sq. ft.**, Undivided share, right, title and interest in the land comprised therein, more fully mentioned and described in Schedule 'A' above, together with proportionate share in all common areas, lobbies, stair-case, Gym, swimming pool and all other common amenities and facilities, with rights to pass through all the common passage leading to the main road and free for egress and ingress at all times.

The total site area of Schedule 'B' Property is **Sq. ft.** The super built up area of the Schedule 'B' Property is **Sq. ft.** The building constructed with Concrete blocks, cement plaster, RCC Roofing, Vitrified flooring and UPVC windows.

SCHEDULE 'C'
RESTRICTION ON THE RIGHT OF THE PURCHASER

The Purchaser/s so as to bind himself/herself/themselves their successors in interest, heirs, executors, representatives and assigns with the consideration of the promotion and protecting their rights and interest as the owners of the construction described in the Schedule 'B' and in consideration of the covenants of the Vendors binding on the owners of the undivided interest in the property described in the Schedule 'A' and the construction thereon doth hereby agree to the following covenants:

1. Not to raise any construction in addition to that mentioned in Schedule 'B' as above.
2. Not to use or permit the use of the construction referred to in Schedule 'B' above in a manner which would diminish the Value or the utility of the property described in the Schedule 'A' above or any construction made thereon.
3. To use the apartment as a private residence and the car parking space for parking light vehicle.
4. Not to use the space in the land (except the garden/lawn space exclusively allotted) described in Schedule 'A' above left open after the construction referred to in Schedule 'B' above for parking any vehicles or to use the same in any manner which might cause hindrance for the free ingress or to egress from any other part of the construction.
5. 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 their household cloths, linen and other personal effects on the verandahs or above the parapet or railing level.
6. Not to default in the payment of any taxes or levies to be shared by the other owners of the property described in the Schedule 'A' above or expenses to be shared by the owners of the construction thereon or any specified part thereof provided such taxes or levies become leviable from the date of registration of this sale deed or from the date of delivery of possession of the Schedule Property whichever is earlier.

7. The apartment owner/s shall maintain the front elevation and the side and rear elevations of the apartment in the same form as constructed by the Vendors and not at any time alter the said elevation in any manner whatsoever.
8. Not to decorate the exterior part of the property otherwise than in the manner agreed by atleast two third majority of the owners of the building on the land described under Schedule 'A' above.
9. No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the building or on the outer wall of the Apartment.
10. The apartment owner/s shall not be entitled to remove and/or or alter the logo and sign boards that will be erected by the Vendors in the said building or on the outer wall of the apartment complex.
11. The apartment owner/s shall not alter the colour scheme of the exterior of the said building or of the exterior lobby wall of the said apartment though the Apartment Owner shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
12. The Apartment Owner/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the compound of the property which may cause nuisance or obstruction or hindrance to the other owners.
13. The Apartment Owner/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be required by the Vendors/Association of Apartments Owners, as the case may be, for duly implementing the terms and intents of this sale deed.
14. To maintain and keep, from the date of registration of this sale deed, his/her/their apartment at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound and maintain the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and good condition and shall abide by all bye-laws, rules and regulations of the

Government, Corporation of the City of Bangalore, Bangalore Development Authority or any other authorities and Local Bodies and shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

15. Not to make any arrangement for maintaining the building referred to in Schedule 'A' above and for ensuring common amenities thereon for the benefit of all concerning other than that agreed to by two third of the majority of all flat owners.

16. The name and/or apartment numbers shall be put in standardized letters and colouring only at the location/board that may be designated by the Vendors in the entrance lobby and/or at the entrance door of the every apartment as the case may be but at no other place in the said building and the numbering pattern shall not be altered.

17. To become member/s of the Apartment Owners' Association on its formation and shall 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 required. The affairs of the building and the Schedule Property shall be handed over to the Association on its formation and each of the Apartment Owners shall pay all common expenses and other expenses, taxes and outgoings with regard to his/her/their apartment to the Association. Such Association shall be purely for the purpose of maintenance and management of the Said Building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts/finance of the Said Building and property manage the affairs of the same, provide all facilities to owners/occupants on payment of the proportionate share of maintenance cost and outgoings. The Vendors will not manage the affairs of the Schedule Property upon the formation of Association.

18. The Purchaser shall have no-objection whatsoever for the Vendors to handover the common areas and facilities to the common organization or Association if required as soon as it is formed either on the Schedule 'A' Property or along with the adjoining properties and pending registration of the same the Vendors shall retain the same and the Purchaser have given their specific consent to this undertaking on their behalf.

19. The Apartment Owner/s shall be aware that the exclusive right of use of car parking space in the Basement/Ground Floor will be identified as single/double parking slots and allotted by the Vendors to each of the apartment owner/s who have been allotted the said slots. The allotment of parking numbers to the respective allottee of Apartment Owner's shall be at the discretion of the Vendors post the registration of the Sale Deeds and completion of the entire project. The allottee of such car parking slots shall have sole right to use the same as allotted. The other apartment owner's who have not been allotted the car parking slots shall have no right to park their cars or any objection by use of such allottees. The Allottees of such car parking slots allotted shall not enclose or not use for any other purpose.

20. The Apartment Owner's who have been exclusively allotted Terrace area in the Terrace Floor shall have exclusive right to use the said terrace area as garden and shall not putup any permanent structure. The other apartment owner's who have not been allotted the terrace area shall have no right to use the same or any objection by use of such apartment owners.

20. The Apartment Owner/s shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of the other apartments/ Garden area/ Terrace area and parking spaces etc., in the said building and the Apartment Owner shall not:-

- i) Close the lobbies; stairways, passages and parking spaces and other common areas
- ii) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space acquired by Apartment Owner/s which in the opinion of the Owners Association and/or Vendors differ from the colour scheme of the building.
- iii) Make any structural alterations inside the apartment.

- iv) Default in payment of any taxes or levies to be shared by the other Owners of the Schedule Property or common expenses for maintenance of the building.
- v) Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- vi) Bring inside or park in the Schedule Property any lorry or any heavy vehicles.
- vii) Use the apartment or portion thereof for any illegal or immoral purposes.
- viii) Enter or trespass into the parking areas/garden areas/terrace areas not earmarked for general common use.
- ix) Throw any rubbish or used articles in the Schedule Property.
- x) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes.
- xi) Trespass into other apartment in the said building.
- xii) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment owners in the Said building.
- xiii) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Schedule Property.
- xiv) Put up any construction in Garden/Parking Areas or alter the use thereof.
- xv) Park any vehicles in any part of the Schedule Property except in the parking area specifically allotted.
- xvi) The Purchaser will not be allowed to have any window or door grills on the external side / elevation of the building or in the balconies. The Purchaser will also not be allowed to add a door grill or any other grill on the outside of the main door which will be seen from the corridor area. Any kind of safety grills has to be done from the inside of the apartment.
- xvii) The Purchaser are prohibited to place external Aircondition Units on the external façade / elevation or internal corridor. All external Aircondition Units will only be placed in the balconies of the Purchaser' apartment. Furthermore, the Purchaser will not leave the Aircondition conduit open and shall conceal same inside the wall.

SCHEDULE 'D'

1. Full right and liberty for the Purchaser in common with all other persons entitled, permitted or authorised to like rights, at all times of the day or night and for all purpose to go, pass and repass all the lobbies, terraces, lifts, staircase and passages inside and outside the building and construction described in the Schedule hereto.
2. Full right and liberty to the Purchaser in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night and for all purpose to pass and repass over the land appurtenant to the building constructed in the land described in the Schedule 'A' above.
3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid building from the side and roof thereof.
4. To use all sewers, drains and water lines now in or upon or hereafter to be erected and installed 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 staircase, 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.
5. Rights of passage for the Purchaser and the Purchaser's agent or workmen to the other parts of the building at all reasonable time to carry out at his/her/their cost such repairs and maintenance to water lines, sewerage lines and the like in their respective apartment in the event of there being any complaint, from the Apartment Owner below, of leakage/seepage of water, sewage and the like through the floor of the apartment (i.e., roof of the owner of the apartment down below) with prior permission of the Apartment Owner below.

6. Right of passage for the Purchaser and the Purchaser' agents or workmen to the other parts of the building at all reasonable times (on notice) to enter into and upon other parts of the building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and for making good and damage caused.
7. Right of Absolute ownership and possession of the Apartment allotted and constructed.
8. To lay cables or wire through common walls or passage for telephone installation, however respecting the equal right of the other thereof.
9. Exclusive right to use of any portion of garden/terrace area if allotted.
10. To permit the Vendors and/or the Owner's Association, as the case may be, its agents and representatives with or without workmen at all reasonable times (on notice) to enter into and upon his/her/their apartment/parking space/garden/terrace 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, electricity etc., to the Apartment/Parking Space/ Terrace or other common areas of the building or to the occupiers of such Apartment/Parking Space/ Terrace as the case may be who have defaulted in paying his/her/their share of the common expenses.
11. Right to deal or any of the acts aforesaid without notice in the case of emergency.
12. Right to reasonable access to the overhead tanks as also the lift room that may be located at or above the terrace.
13. Any dispute regarding any right of use of space way of re-entry or use of common premises, shall be entitled to be settled by the association

or by the Vendors on the basis of majority of the votes of the other owners of the premises.

SCHEDULE 'E'
LIABILITIES OF THE PURCHASER

The Purchaser in proportion of his share, along with other Purchaser in proportion of their shares shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

1. All rates and outgoing payable in respect of the land described in the Schedule 'A' hereto and the building thereon.
2. Expenses towards formation of Apartment Owners Association.
3. The expenses of routine maintenance which includes cleaning, gardening, painting the exterior of the Said Building and other minor works and day to day repairs and maintenance of the common areas/amenities, as set out below:-
 - a) Maintenance of swimming pool, lifts, pump sets, generator and other machineries, water, sanitary and electrical lines common to the building
 - b) Payment of electrical and water charges for common services
 - c) Replacement of bulbs in corridors, external façade, garden area, terrace and in other common areas
 - d) Maintenance of the building, Gym, Party Hall, and the land surrounding thereto, garden, potted plants and other plants in the building and common area
 - e) Salaries and other amounts payable to the Apartment Manager / Officer, watchmen, lifts operators, pumps operator, electrician, gardeners, security, Cleaning / Maintenance staff and other staff, etc.,
 - f) Insurance of the said building

- g) Any other common service or facility provided
- h) Annual Maintenance charges and any other charges related to Lift / Elevator provided

Should the Purchaser default payment due for any common expenses, benefits or amenities, the builders or the association of the Society, shall have the right to decide and remove such common benefits or amenities including electricity and water connection from his/her/their enjoyment.

SCHEDULE 'F'

The Vendors hereby covenant with the Purchaser/s as follows:-

1. The Vendors will require every person who is the owner of the Construction comprised in the said building to undertake and to observe the restrictions set forth in the Schedule above.
2. That the Vendors and the assignees claiming under through or in trust for the Vendors for the building or any part thereof will always respect like rights of the Purchaser mentioned in this deed and in the Schedule 'D' in particular.
3. The Vendors hereafter shall sincerely follow the covenants herein contained and shall not contract to confer any right not reserved for the Purchaser/s herein nor shall they contract to exclude for the other owners any burden expressed to be shared by the Purchaser/s herein.
4. The Vendors accepts and agrees that any covenants by the Vendors in future in any agreement or document reducing or altering the rights of the Purchaser/s or imposing on the Purchaser any restriction not found hereinbefore shall be void.
5. The Vendors shall give inspection of all title deeds relating to the property retained with them at the request of the Purchaser or her nominee's at all reasonable times.
6. Provided always the Purchaser/s shall be liable for to pay the maintenance charges as applicable.

IN WITNESS WHEREOF the VENDORS have hereunto set their respective hands the day, month and year first hereinabove written.

WITNESSES:

1.

VENDORS

2.

PURCHASER