

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the
_____ Day of May, Two Thousand Eighteen (__.05.2018) at Bangalore.

BETWEEN:

1. Mr.D.S.RAMESH
Aged about 67 years
S/o Late.D.R.Shivaramaiah
Residing at No.1159
11th Main Road
Hampinagar
Vijayanagar, 2nd Stage
Bangalore- 560104

PAN No. HAIPR 6168 F

Hereinafter referred to as FIRST VENDOR

2. Mrs.SUMITHRA
Aged about 59 years
W/o Mr. D.S.Ramesh
Residing at No.1159
11th Main Road
Hampinagar
Vijayanagar, 2nd Stage
Bangalore- 560104

PAN No.BNVPR 5473 B

Hereinafter referred to as SECOND VENDOR

3. Mr.B.S.JAIDEEP
Aged about 37 years
S/o Late.B.K.Shivaprasad
Resident of Flat No.106
Building No.78
Discovery Gardens
Mediterranean Cluster Street-3
Jebel Ali, Dubai
United Arab Emirates
Represented by the duly
Constituted Attorney Holder
Mrs. D.R.YASHAVI
W/O Mr.B.S.Jaideep

PAN No.ANDPB 5681 B

Hereinafter referred to as THIRD VENDOR

4. Mrs. D.R.YASHAVI
Aged about 34 years
W/o Mr. B.S.Jaideep

Resident of No.1159
11th Main Road
Hampinagar
Vijayanagar, 2nd Stage
Bangalore- 560104

PAN No.CMBPRO374P

Hereinafter referred to as FOURTH VENDOR

REPRESENTED BY THEIR
GENERAL POWER OF ATTORNEY HOLDER
SAIRAM CONSTRUCTIONS
A Partnership Firm having its office
At No.145/1, Abhi Sai Santrupthi,
Flat No.04, Ground Floor, 60 Feet Road,
Vishweshwaraiah Layout 8th Block,
Gidadkonenahalli,
BANGALORE-560 091.

PAN No. ACKFS 0708 F

REPRESENTED BY ITS PARTNERS

1. Mr.S.DEEPAK
Hindu, Major
S/o Mr.S. Shankar
2. Mr.H.R.SURESH
Hindu, Major
S/o Late H.S.Ramarao

(The terms FIRST VENDOR, SECOND VENDOR, THIRD VENDOR
and FOURTH VENDOR shall hereinafter collectively called the VENDORS
of the ONE PART)

AND:

SAIRAM CONSTRUCTIONS
A Partnership Firm having its office
At No.145/1, Abhi Sai Santrupthi,
Flat No.04, Ground Floor, 60 Feet Road,
Vishweshwaraiah Layout 8th Block,
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REPRESENTED BY ITS PARTNERS

1. Mr.S.DEEPAK
Hindu, Major
S/o Mr.S. Shankar

2. Mr.H.R.SURESH
Hindu, Major
S/o Late H.S.Ramarao

Hereinafter referred to the as the CONFIRMING PARTY/DEVELOPER

IN FAVOUR OF:

Mr.
Aged About __ years
S/o. Mr.
Residing at :
No

BANGALORE - 5600 .

PAN No.

Hereinafter called the PURCHASER of the OTHER PART

(The terms VENDORS, CONFIRMING PARTY/DEVELOPER and PURCHASER shall mean and include their respective heirs, legal representatives, executors, administrators, agents, assigns, nominee/nominees, etc.,) WITNESSETH:

I. WHEREAS FIRST VENDOR is the absolute owner in possession and enjoyment of the residential immovable property bearing Corporation khata No. 34/287-298, (formerly Old site No. 288 and 298) situated at Herohalli, Bangalore within the revenue administrative jurisdiction of Herohalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and the same having been acquired in terms of registered Sale Deed dated 15.05.2013, No.646/2013-14, Book I, recorded in CD No. SRID 145 and registered at the office of the Sub Registrar, Srirampuram Bangalore and pursuant to the acquisition, the FIRST VENDOR has obtained the transfer of khata in his name in the revenue registers of the Bruhat Bangalore Mahanagara Palike as per the Khata Transfer Endorsement dated 11.06.2013, No. DA/H/KTR/39/2013-14 and the property taxes is being paid by the FIRST VENDOR to the Bruhat Bangalore Mahanagara Palike.

II. WHEREAS SECOND VENDOR is the absolute owner in possession and enjoyment of the residential immovable property bearing Corporation khata No. 288 and 297, (formerly bearing Old site No. 288 and 287, assigned Corporation Khata No. 34/288/297) situated at Herohalli, Bangalore within the revenue administrative jurisdiction of Herohalli Sub

Division, Bruhat Bangalore Mahanagara Palike, Bangalore and the same having been acquired in terms of registered Sale Deed dated 15.05.2013, No. 647/2013-14, Book I, recorded in CD No. SRID 145 and registered at the office of the Sub Registrar, Srirampuram, Bangalore and pursuant to the acquisition, the SECOND VENDOR has obtained the transfer of khata in her name in the revenue registers of the Bruhat Bangalore Mahanagara Palike and the property taxes is being paid by the SECOND VENDOR to the Bruhat Bangalore Mahanagara Palike.

IIA. WHEREAS SECOND VENDOR is also the absolute owner in possession and enjoyment of the residential immovable property bearing Corporation khata No. 288/A and 297/A, (formerly bearing Old site Nos. 288/A and 297/A) situated at Herohalli, Bangalore, Ward No.72, within the revenue administrative jurisdiction of Herohalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and the same having been acquired in terms of registered Sale Deed dated 07.05.2014, No. 905/2014-15, Book I, recorded in CD No. NGBD 262 and registered at the office of the Sub Registrar, Srirampuram, Nagarbhavi, Bangalore and pursuant to the acquisition, the SECOND VENDOR has obtained the transfer of khata of in her name in the revenue registers of the Bruhat Bangalore Mahanagara Palike and the property taxes is being paid by the SECOND VENDOR to the Bruhat Bangalore Mahanagara Palike.

III. WHEREAS THIRD VENDOR is the absolute owner and possession of enjoyment of the residential immovable property bearing Corporation khata No. 181/1A, (formerly old site Nos. 281 and 296, assigned Corporation No.181/1) situated at Herohalli, Bangalore within the revenue administrative jurisdiction of Herohalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and the same having been acquired in terms of registered Sale Deed dated 14.12.2011, No.2856/2011-12, Book I, recorded in CD No. SRID 110 and registered at the office of the Sub Registrar, Srirampuram, Bangalore and pursuant to the acquisition, the THIRD VENDOR has obtained the transfer of khata in his name in the revenue registers of the Bruhat Bangalore Mahanagara Palike as per the khata transfer endorsement No. DA/H/KTR/75/2016-17 and the property taxes is being paid by the THIRD VENDOR to the Bruhat Bangalore Mahanagara Palike.

IV. WHEREAS FOURTH VENDOR is the absolute owner and possession of enjoyment of the residential immovable property bearing Corporation khata No. 35/288 and 297, formerly old site Nos. 290 and 295, assigned Khata No.182/1) situated at Herohalli, Bangalore within the revenue administrative jurisdiction of Herohalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and the same having been acquired in terms of registered Sale Deed dated 14.12.2011, No.2853/2011-12, Book I, recorded in CD No. SRID 110 and registered at the office of the Sub Registrar, Srirampuram, Bangalore and pursuant to the acquisition, the FOURTH VENDOR has obtained the transfer of khata in his name in the revenue registers of the Bruhat Bangalore Mahanagara Palike as per the khata transfer endorsement dated 11.06.2013, No. DA/H/KTR/36/2016-17 and the property taxes is being paid by the FOURTH VENDOR to the Bruhat Bangalore Mahanagara Palike.

V. WHEREAS the VENDORS covenant and declare that their respective properties are situated adjacent to each other and forms a contiguous piece of land and that the VENDORS have jointly and collectively executed a Deed of Amalgamation and thus the properties belonging to the FIRST PARTY/OWNERS have been amalgamated by the Bruhat Bangalore Mahanagara Palike by assigning Khata No. 287/298/288/297/288A/297/A/289/296/290/295 situated at Herohalli, Bangalore, Ward No. 72 within the revenue administrative jurisdiction of Herohalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and which is morefully described in the "A" Schedule hereunder vide Special Notice dated 12-10-2017, No.DAW-72/KTR/166/2017-18, MR No.20/2017-18 and that the khata of the Schedule property has been recorded in the joint names of the VENDORS in the Revenue Registers of the Bruhat Bangalore Mahanagara Palike and that the property taxes in respect of the "A" Schedule Property is being paid by the VENDORS to the Bruhat Bangalore Mahanagara Palike and ever since the date of acquisition, the VENDORS have been in peaceful possession and enjoyment of the "A" Schedule Property as absolute co-owners without any let or hindrance from anyone.

X. WHEREAS the VENDORS in order to develop the "A" Schedule Property into a residential apartments complex under an integrated

scheme of construction, have offered their respective undivided share in the "A" Schedule Property, which is a composite property and have entered into a Joint Development Agreement dated 24.11.2017, document No.7688/2017-18, Book I, recorded in CD No.VJND 186 and registered at the office of the Sub Registrar, Vijayanagar, Bangalore with Sairam Constructions, represented by its Partners Mr.H.R.Suresh and Mr.S.Deepak, the CONFIRMING PARTY/DEVELOPER herein and the VENDORS have also simultaneously executed the following Power of Attorney in favour of the CONFIRMING PARTY/DEVELOPER:

a) Power of Attorney dated 24.11.2017, document No.____ /_____, Book IV, recorded in CD No.VJND ____ and registered at the office of the Sub Registrar, Vijayanagar, Bangalore

b) Supplementarl Power of Attorney dt...12.2017, Document No./2017-18, Book IV, recorded in CD No. VJND and registered at the Office of the Sub-Registrar, Vijaynagar, Bangalore.

XI. WHEREAS in terms of the Joint Development Agreement and the General Power of Attorney, the VENDORS are entitled to 42.5% undivided share of land and 42.5% share of the super built up area with proportionate car parking slots in the basement floor and the CONFIRMING PARTY/DEVELOPER is entitled to the remaining 57.5% undivided share of land and 57.5% share of the super built up area with proportionate car parking slots in the basement/stilt floor.

XIII. WHEREAS the CONFIRMING PARTY/DEVELOPER had submitted an application to the Bruhat Bangalore Mahanagara Palike for the grant of sanction building plan for the construction of residential apartment complex on the "A" Schedule Property under an integrated scheme of construction and the Bruhat Bangalore Mahanagara Palike has sanctioned the plan vide L.P. No1341/17-18, dated _____.

XIV. WHEREAS in terms of the Joint Development Agreement, the VENDORS and the CONFIRMING PARTY/DEVELOPER have entered into a Memorandum of Supplemental Agreement vide document dated 08.01.2018, document No.____/2017-18, Book I, recorded in CD No.VJND

__ and registered at the office of the Sub Registrar, Vijayanagar, Bangalore and have confirmed their respective shares.

XV. WHEREAS the PURCHASER has come forward to purchase ____ Square Feet of undivided share of land being a portion from out of the share allotted to the CONFIRMING PARTY and which is more fully described in the "B" Schedule hereunder for a valuable consideration of Rs._____-/- (Rupees _____ Only) subject to the condition that the PURCHASER shall obtain the construction of a residential apartment bearing No.____, situated in ____ Floor of the residential complex known as "SAIRAM MEADOWS" measuring ____ Square Feet of super built area, proposed to be constructed on the "A" Schedule Property, together with a car parking slot in the basement floor and which is more fully described in the "C" Schedule hereunder under an integrated scheme of construction by the CONFIRMING PARTY/DEVELOPER at the cost of the PURCHASER in a sum of Rs._____-/- (Rupees _____ Only) and accordingly, an Agreement of Sale dated _____ has been entered into between the PARTIES and that the said Memorandum of Sale Agreement is valid and subsisting.

XVI. Whereas the PARTIES having fulfilled their respective obligations as agreed under the Memorandum of Sale Agreement dt..... have come forward to conclude the sale transaction and there being no legal impediment, this DEED OF ABSOLUTE SALE is made.

NOW THIS DEED OF ABSOLUTE SALE
WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs._____-/- (Rupees _____ Only) being the sale consideration in respect of the "B" Schedule Property and paid by the PURCHASER to the DEVELOPER towards the cost of the "B" Schedule Property, the receipt of which is hereby admitted and acknowledged by the DEVELOPER for and on behalf of the VENDORS before the Witnesses, the VENDORS through the Power of Attorney Holder, do hereby convey, sell, transfer and assign the "B" Schedule Property unto and in favour of the PURCHASER absolutely.

1.1 That the PURCHASER through the DEVELOPER has obtained the construction of the "C" Schedule apartment at a cost of Rs._____/-(Rupees _____ Only), inclusive of one covered car in the basement/stilt floor and the DEVELOPER admits and acknowledges the receipt of the cost of construction of "C" Schedule apartment before the Witnesses.

2. The VENDORS in lieu of the value of the "B" Schedule Property received and acknowledged by the DEVELOPER, the DEVELOPER has allotted super built up area as per the terms of the Joint Development Agreement dated 24.11.2017 and Supplemental Agreement dated 08.01.2018 and in consideration thereof, the VENDORS through the DEVELOPER as the duly constituted Attorney, do hereby convey, sell, transfer and assign unto and to the use of the PURCHASER the "B" and "C" Schedule Property with the right, title and interest in the "B" and "C" Schedule Property of the VENDORS unto the PURCHASER forever as ordinarily conveyed on such sale.

3. The VENDORS do hereby covenant and declare that the VENDORS possess a valid title and a right to convey the "B" and "C" Schedule Property hereby conveyed or expressed to be conveyed unto and to the use of the PURCHASER in the manner aforesaid.

4. The VENDORS and the DEVELOPER and all persons claiming under them, shall and will from time to time upon the request of the PURCHASER and at the cost of the PURCHASER do or execute all such acts, deeds and things whatsoever for further and more particularly and perfectly assuring the "B" and "C" Schedule Property and every part thereof unto the PURCHASER and placing the PURCHASER in possession of the same according the intents and meanings of these presents as shall or as may be reasonably required.

5. The VENDORS further covenant and declare that the "B" and "C" Schedule Property is a portion of the "A" Schedule Property acquired by the VENDORS under various registered Sale Deeds and that the "A" Schedule Property is free from all encumbrances, claims, charges, acquisitions, litigations, leases, demands and that the VENDORS have not done anything whereby the "B" and "C" Schedule Property may be

subjected to any Court attachment or lien of any persons or persons or any statutory restraint orders whatsoever.

6. That on the assurance and guarantee of the VENDORS/DEVELOPER as regards the title of "A" Schedule Property, the PURCHASER has come forward to purchase the "B" and "C" Schedule Property and further the VENDORS/DEVELOPER hereby agrees and undertakes to indemnify and keep indemnified the PURCHASER against all cost, damages charges that may be suffered or incurred by the PURCHASER as a result of any defect in the title in respect of the "A" schedule property or any breach of the covenants contained or against any action/proceedings initiated any authorities/ person/persons whomsoever either claiming any charge of the "A" Schedule Property or acting in trust for the VENDOR resulting in any loss to the PURCHASER.

7. The VENDORS/DEVELOPER hereby assure the PURCHASER that all taxes/cess including the payment of property tax in respect of the "A" Schedule Property has been paid by the VENDORS to the concerned authorities upto the date of the registration of the Sale Deed.

8. The PURCHASER shall from this day pay all taxes/cess, including the payment of property tax in respect of the "B" and "C" Schedule Property to the Bruhat Bangalore Mahanagara Palike and obtain the bifurcation/ transfer of khata of the "B" and "C" Schedule Property in the name of the PURCHASER at the cost and expense of the PURCHASER.

9. The VENDORS/DEVELOPER have delivered all the attested copies of the documents in respect of the "A" Schedule Property to the PURCHASER since the "B" Schedule Property is a portion of the "A" Schedule Property purchased by the PURCHASER. The original Documents of Title are in the custody of the VENDORS/CONFIRMING PARTY/DEVELOER and shall be handed over to the Owners Association as and when formed.

10. The DEVELOPER has completed the construction of the "C" Schedule Apartment as per the specifications agreed to between the PARTIES and that the PURCHASER admits and acknowledges that the construction of the "C" Schedule Apartment is completed in all respects and that the DEVELOPER has received the entire cost of construction of

the “C” Schedule Apartment from the PURCHASER including the statutory deposits.

11. The VENDORS through the DEVELOPER have put the PURCHASER in joint possession of the “B” Schedule Property along with the other co-owners of the “A” Schedule Property and PURCHASER hereby acknowledges the same.

12. The DEVELOPER has completed the construction of the “C” Schedule Apartment and has delivered vacant possession of the “C” Schedule Apartment same to the PURCHASER and the PURCHASER hereby acknowledges the same.

13. The terrace rights of the upper floor of the residential complex has been retained by the VENDORS. The PURCHASER shall not have any objections or claims in respect of the terrace of the upper floor. The PURCHASER shall be entitled to all easementary rights, common areas, lobbies, staircase, open areas, free ingress and egress to the “C” Schedule Apartment as defined by the VENDORS/DEVELOPER, except limited common areas and facilities as may be designated by the DEVELOPER relating to the respective apartments and the PURCHASER shall not have any right or claim over such limited common areas and shall subscribe to the provisions of the Karnataka Apartment Ownership Act of 1972 and its amendments and references made from time to time.

13.1 The PURCHASER shall have the right of access to the over head water tank situated on the terrace of the uppermost floor except through the Condominium of Owners” Association for the purpose of the maintenance of the overhead tank.

13.2 The Parking slots in the residential complex is reserved by the VENDORS/DEVELOPER proportionate to their shares in terms of the Joint Development Agreement, dated 24.11.2017 and the Supplemental Agreement dated 08.01.2018 and that only on allotment of parking slots, either open or covered, the PURCHASER shall be entitled to park the vehicle within the permitted earmarked slots and shall not park the vehicle in any other open area or covered area.

13.3 The PURCHASER does hereby covenant that the common facilities and amenities provided to the residential complex shall be enjoyed by the PURCHASER subject to the payment of the maintenance deposit / charges as may be decided by the DEVELOPER until the Constitution of the Condominium of Owners' who shall thereafter take over the maintenance of the residential complex and the PURCHASER shall pay or deposit the maintenance as may be decided by the Condominium of Owners of the residential complex.

14. The PURCHASER shall be bound by the rights and obligations enumerated under Schedule "D", "E" and "F" hereunder.

15. The cost towards the stamp duty and registration charges incurred for the registration of this sale deed has been exclusively borne by the PURCHASER.

16. The PURCHASER shall become a member of the Condominium of Owners' Association/Society and subscribe to all its charters.

17. The DEVELOPER has also joined in the execution of this Sale Deed as a CONFIRMING PARTY in order to affirm and confirm that the "B" and "C" Schedule Property hereby conveyed has been apportioned to the share of the DEVELOPER in terms of the Joint Development Agreement dated 24.11.2017 and Supplemental Agreement dated 08.01.2018.

18. That value of the "B" and "C" Schedule Property is Rs._____/-(Rupees _____ Only).

"A" SCHEDULE PROPERTY

All that piece and parcel of the Composite immovable property bearing Khata No 287/298/288/297/288A/297/A/289/296/290/295 assigned by the Bruhat Bangalore Mahanagara Palike, situated at Heroahalli, Bangalore, Ward No. 72 within the revenue administrative jurisdiction of Heroahalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore and site totally measuring :

EAST TO WEST

On the Northern side : 60 Feet

On the Southern side : 65 Feet

NORTH TO SOUTH

On the Eastern Side : 155 Feet

On the Western Side : 155 Feet

Total Area : 9720 Square Feet

and bounded as follows :

East by : Private Property

West by : Road

North by : Private Property

South by : Private Property

“B” SCHEUDLE PROPERTY

All that piece and parcel of ____ Square Feet of undivided share in the land out of 9,720 Square Feet of the residential immovable property bearing Khata No 287/298/288/297/288A/297/A/289/296/290/295 assigned by the Bruhat Bangalore Mahanagara Palike, situated at Herohalli, Bangalore, Ward No. 72 within the revenue administrative jurisdiction of Heroahalli Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore.

“C” SCHEDULE APARTMENT

Residential Apartment bearing No.____, situated in ____ Floor of the residential complex known as “SAIRAM MEADOWS” measuring ____ Square Feet of super built area constructed on the residential immovable property bearing Khata No 287/298/288/297/288A/297/A/289/296 /290/295 assigned by the Bruhat Bangalore Mahanagara Palike, situated at Herohalli, Bangalore, Ward No. 72 within the revenue administrative jurisdiction of Heroahalli Sub Division, Bruhat Bangalore Mahanagara

Palike, Bangalore (including half portion in depth of the joints between the Ceiling of the Apartment and floors of the apartment above it, internal and external walls between such levels) and the building is of RCC roofing, structural foundation with cement blocks, cement mortar, vitrified flooring, separate electricity, common water and sanitary connection together with one covered car parking slot in the Basement/Stilt floor of the complex and including all rights, privileges, easementary rights, appurtenances thereto and bounded as follows :

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

“D” SCHEDULE

RIGHTS AND OBLIGATIONS OF THE PURCHASER/S WITH REGARD TO
SCHEDULE “A” PROPERTY:

The PURCHASER/S shall have the following rights in respect of the “A” Schedule Property and the building constructed thereon in terms of sanctioned plan in L.P. No1341/17-18, dated _____, sanctioned by the Bruhat Bangalore Mahanagara Palike.

1. Full right and liberty to the PURCHASER/S and persons duly authorized and permitted by the PURCHASER/S in common with other persons entitled, permitted or authorized at all reasonable times by day and night to go, pass and repass the staircase and passage inside and outside the building constructed on the Schedule “A” Property with reference to Schedule “C” Apartment.
2. Full right and liberty to the persons referred to supra, in common with all other persons at all times day or by night to pass or repass over the land or to the said building constructed on the Schedule “A” Property.
3. Full right to subjacent and lateral support and shelter and protection from other parts of the proposed building constructed on Schedule “A” Property.

4. The right to free uninterrupted of running water, soil, gas, electricity from and to the said building and Schedule "A" Property through sewers, drains, water courses, cables, pipes, wires etc., which are now or at any time in future be in under or passing through the said building or any part thereon.
5. Right of passage to the PURCHASER/S or their men, agent, workmen etc., to other parts of the building and also to water tanks and lift room for cleaning and maintaining the same at all reasonable times with due permission from the CONFIRMING PARTY/DEVELOPER or its authorised nominee or person authorized by majority of owners of the building.
6. Right to lay cable or wires through common walls or passage for radio, television, air conditioner, telephone and such other installations, however, having due regard to similar rights of other owners of the Schedule "A" Property and the structures thereon at any future date.
7. Subject to payment for common services and utilities, the right to enjoy the said common services and utilities, provided in the building.
8. The PURCHASER/S shall have the right to park the car or permissible vehicle in the open/covered car parking space duly reserved or allotted to him/her/them specifically and in all other cases common parking space only is to be utilized if available. However, the visitors vehicles shall not be allowed to be parked inside the complex.

SCHEDULE – "E"

RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S

The PURCHASER/S, so as to bind himself/herself/ themselves and their successors-in-title, heirs and assigns and with the object of promoting and perfecting the right and interest of owners of the Schedule "A" Property and in consideration of the various covenants of the VENDOR binding the Co-owners and owners of the building hereby agree/s to be bound by the following restrictions and specific covenants:

1. Not to raise or cause to be raised any construction in addition to that mentioned in Schedule "C".

2. Not to use or permit the use of Schedule "C" Apartment in any manner which would diminish the value of the utility of pipes and other fixtures and common amenities and common amenities provided therein.
3. Not to use the space in the Schedule "A" Property which would be left open for future structures, for parking any heavy vehicles and not to use the same in any manner which might cause hindrance for free ingress and egress to and from any other part of the complex.
4. Not to default in the payment of any taxes or levies or common expenses to be shared with other owners of the building on Schedule "A" Property.
5. Not to decorate the exterior of the complex on the Schedule "A" Property otherwise than in a manner agreed to by the majority of the owners of other portions comprised in the complex.
6. Not to use the Schedule "A" Property especially Schedule "C" Apartment for any unlawful purpose or those opposed to public policy.
7. Not to do anything which shall cause nuisance or annoyance to owners of other parts of the complex or neighboring properties.
8. Not to store in Schedule "C" Apartment constructed on the Schedule "A" Property any goods which are harmful, hazardous, combustible or considered unlawful and objectionable dangerous or excessively heavy so as to adversely affect or damage structure of the building.
9. Not to carry or cause to be carried any heavy packages to the upper floors which are likely to damage the staircases, lift, ladders, common passages or any other structures of the building.
10. Not to use or permit the use of common passage/corridors or staircases either for storage or for use of servants.
11. Not to claim any right, title and interest on any part of structures of the complex including the terrace etc., other than Schedule "C" Apartment and the common areas and amenities assigned and attached thereto.

SCHEDULE "F"

The PURCHASER/S shall bear the proportionate share of the following common expenses :

1. All rates and outgoings payable if any in respect of Schedule "A" Property and the complex until Schedule "C" Property is bifurcated and assessed independently.

2. The expenses of routine maintenance of the complex including painting/white washing of the exterior, cleaning etc., and provision for common services below.

- a. Maintenance/Replacement of pump sets, machinery and electrical line common to the complex, generator, lifts, bulbs and tube lights in corridors and other common places.
- b. Provision for security, watch and ward.
- c. Insurance premium if paid on the entire complex.
- d. Any other common facility provided in future and as may be decided by the Condominium of owners.

Non payment of pro-rata common expenses or such lawful expenses payable to the Association shall entail withdrawal of such facilities and shall be restored on settlement of the dues.

3. The PURCHASER/S shall subscribe as a member of the Association of the Apartment owners, when formed in future and shall be bound by the terms and conditions, bye-laws and majority decision of the said Association.

IN WITNESS WHEREOF the VENDORS represented by their duly constituted Attorney, DEVELOPER, Represented by its PARTNERS and the PURCHASER have signed and executed this DEED OF ABSOLUTE SALE the day, month and year first above written in the presence of the following witnesses

WITNESSES:

1.

1.

2.

V E N D O R S
REPRESENTED BY P.A HOLDER

1.

2.

2.

CONFIRMING PARTY/DEVELOPER
BY PARTNERS

P U R C H A S E R

DRAFTED BY :

Mr. N. JAIPRAKASH RAO
Mrs.VEENA RAO
Mr.N.ASHOK KUMAR
JAYPEE ASSOCIATES
LAW FIRM
No.38, "KRISHNA"
1st Cross, Malleshwaram
BANGALORE – 560 003.