

THIS **DEED OF SALE** executed on the _____ day of _____ Two Thousand Seventeen (____.____.2017) at Bangalore:

BY AND BETWEEN:

1. **ETA Star Infopark**, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore -560 042, (PAN - AACFE6010C), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory_____ (Aadhar no.____) authorized *vide* board resolution dated _____, hereinafter referred to as the “**Vendor No.1**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)
2. **ETA Karnataka Estates Limited** (CIN no._____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, “Chennai Citi Centre, # 10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004 and one of its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 (PAN -AACCB0947J), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory_____ (Aadhar no.____) authorized *vide* board resolution dated _____, hereinafter referred to as the “**Vendor No.2**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

(Hereinafter Vendor No. 1 and Vendor No. 2 are collectively referred to as “**Vendors**” unless specified separately)

3. **ETA Constructions (India) Limited** (CIN no._____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, “Chennai Citi Centre, # 10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004 and one of its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 (PAN - AACCB0947J), through its duly constituted attorney, Relationship Properties Private Limited authorized *vide* Power of Attorneys dated 28th March 2011 and 30th March 2011 respectively, represented by its authorized signatory_____ (Aadhar no.____) authorized *vide* board resolution dated _____, hereinafter referred to as the “**Confirming Party**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

AND

Relationship Properties Private Limited(CIN no._____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 70, Nagindas Master Road, Fort, Mumbai- 400 023 and its operational corporate office at No. 1/1, Binnypet , Hosakere Road - Bangalore-560 023 (PAN -ACRPN6638A), represented by its authorized signatory_____ (Aadhar no.____) authorized *vide* board resolution dated _____ hereinafter

referred to as the “**Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

(The Vendors and the Developer are collectively referred to as the First Party and individually Vendors and Developer as the case may be)

AND :

[If the Purchaser is a company]

_____, (CIN no. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendor/s , Developer/s and the Purchaser collectively referred to as the Parties and individually referred as the Vendor/s , Developer/s and Purchaser/s as the case may be)

WITNESSETH AS FOLLOWS:

WHEREAS:

- A. The Vendor No. 1 is the sole and absolute owner in possession and in enjoyment of the land admeasuring about 42.000 acres situated at new Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023.
- B. The Vendor No. 2 is the sole and absolute owner in possession and in enjoyment of the land admeasuring about 10.8337 acres situated at new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023.
- C. The Vendor No. 2 and the Confirming Party have entered into Joint Development Agreement dated 2nd August 2010 which is registered as document No. 1355/2010-11 in Book I and stored in CD No. SRID 94 at the office of the Sub-registrar, Srirampuram, Bangalore in respect of the land admeasuring about 10.8337 acres situated at new Municipal No. 1/1 (old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023.
- D. The Vendor No. 2 and the Confirming Party have, after the execution of the above mentioned said Joint Development Agreement dated 2nd August 2010, restricted their development out of the said land admeasuring about 10.8337 acres situated new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023, to the extent of 5.7937 acres and the Confirming Party have assured and represented that the said 5.7937 acres shall be developed only as Commercial / shopping and for no other purpose and the remaining extent of 5.04 acres is available to the Vendor No. 2 for development;
- E. Vendor No. 1, and the Vendor No. 2, with the consent of the Confirming Party, entered into a Joint Development Agreement dated 28th March 2011 (registered as document No. 3523/10-11 in Book I , CD No. SRID 102 at the office of the Sub Registrar, Srirampuram, Bangalore, hereinafter referred to as the “**JDA**”) with the Developer herein and whereas the Vendor No. 1, Vendor No. 2 and the Confirming Party in terms of the said Joint Development Agreement dated 28th March 2011 have also executed two Powers of Attorney on dated 28th March 2011 (Registered as document No. 63/2010-11, in Book IV, CD No. SRID 102 at the office of the Sub Registrar Srirampuram, Bangalore) and on 30th March 2011 (Registered as document No. 62/2010-11, Book IV, CD No. SRID 102 at the office of the Sub Registrar Srirampuram, Bangalore), the said two Powers of attorney are hereinafter referred to as the “**POAs**”, interalia authorized the Developer to develop as

well as to sell the undivided share in lands admeasuring about 42.000 acres bearing new Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023 and the undivided share in land admeasuring about 5.04 acres being part of new Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023 together in all admeasuring about 47.04 Acres and to share the constructed area amongst them in terms of the JDA and further in terms of JDA the Developer is entitled to ____ % of the development in the Project (defined herein);

- F. On the application made by Vendors to club the land admeasuring about 42.000 acres bearing Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023, and the land admeasuring about 10.8337 acres earlier being Municipal No.1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023 together in all admeasuring about 52.8337 Acres, the Bruhat Bengaluru Mahanagare Palike has clubbed the khatas of Municipal Nos. 1 and 1/1 in all admeasuring 52.8337 Acres and assigned new single Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore 560 023 and hereinafter referred to as the “**Larger Property**”.
- G. The Vendors have by way of the Deed of Relinquishment dated 19th February 2011 (registered as document No. 2666/2010-11) released and relinquished in favour of BDA an area of **8,852.16** square meters out of the Larger Property for road widening and formation of approach road to Parks/ Open Spaces & civic amenity site of which area the FAR will be consumed in the Larger Property.
- H. The Vendors have by way of the Deed of Relinquishment dated 21st November 2013 (registered as document No.2391/2013-14) released and relinquished in favour of BDA an area of **25,793.09** square meters out of the Larger Property being the part of parks and open spaces land, road of which area the FAR will be consumed in the Larger Property.
- I. The Vendors and Developer have secured master plan sanction from the Bangalore Development Authority for the development of the Larger Property bearing BDA/TPM/DLP-50/2009-10/5064 dated 15th March 2011, read with the modified plan bearing No. BDA/TPM/DLP-50/2009-10/4037/2013-14 dated 30th November 2013 and further read with modified plan bearing No. BDA/TPM/DLP-50/2009-10/4879/2014-15 dated 28th March 2015. The said sanctioned master plan comprises development of residential, commercial and hospitality (the “**Development**”) in portions of the Larger Property.
- J. As part of the Development, the Developer is developing a multi-storied residential apartment complex in three phases, along with the Common Areas and the Common Amenities and Facilities, which shall be known as “Park West” and is hereinafter referred to as the “**Project**”.
- K. The floor area ratio (FAR) from approximately ____ square feet of undivided share from and out of the Larger Property (hereinafter referred to as the “**Schedule ‘A’ Property**”) would be utilized for the construction of ____

residential blocks of the Project being the phase __ development and hereinafter referred to as the “**Phase __**”.

- L. The Developer has secured plan sanction from the Bruhat Bengaluru Mahanagare Palike (BBMP) vide their sanction LP No. ____ (the “**Sanctioned Plan**”) for developing the Phase __. The Phase __ will be constructed on a designated area in the Larger Property by utilising FAR from the Schedule ‘A’ Property for the Phase __, which shall be located in a portion of the Larger Property.
- M. The First Party has registered the Phase __ under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority have registered the Phase __ and granted Registration No. _____ to the Phase __. The website of the Project is “_____”.
- N. The First Party has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of the Project, shall be maintained by all the owners of the apartments in the Project and that the Common Areas of the Project shall be completed on the completion of the Project and not with Phase __, however such Common Areas of the Project will get connected with the completion of all the phases of the Project.
- O. In terms of the Scheme formulated by the Developer, any person/s interested in owning a Private Residence in the Phase __ of the Project will be entitled to undivided share in the land applicable to Phase __ development being portion of the Schedule ‘A’ Property taking into consideration the FAR consumed.
- P. The First Party by executing Deed of Declaration dated _____ (Registered as Document No. _____, Book I, CD No. _____ in the office of the Sub-Registrar, _____, Bangalore) under the provisions of The Karnataka Apartment Ownership Act 1972 and Rules made thereunder, has submitted the Project thereunder and has constituted an association under name and style “_____” under the said Karnataka Apartment Ownership Act 1972;
- Q. The Vendors and Developer have informed the Purchaser and the Purchaser is aware that in the Project, there are Common Amenities and Facilities of the Project and the Common Areas of the Project which are to be maintained by all the Blocks in common through the Association. There are Common Amenities and Facilities of the Block and Common Area of the Block which will be exclusively used and maintained by the committee formed for that respective Block by the Association.

- R. In terms of the Scheme formulated by the Developer the Purchaser herein being interested in owning a Private Residence, entered into the Agreement for Sale , and after being satisfied with the title of the Vendor to the Schedule “A” Property and the Sanctioned Plan , to purchase ____square feet of undivided share in the Schedule “B” Property, which is more fully set out in Part A of the Schedule “C” hereto and by virtue of acquiring the Schedule “B” Property, the Purchaser also got constructed through the Developer his Private Residence unit bearing No. ____ on the ____ Floor of Block ____ of the ____Block/Wing (*shown as ____Block/ Wing in the Building Sanction Plan*) in the Phase ____ of the Project Known as “_____” having a Carpet area of ____ square feet and super built up area of ____square feet (ie inclusive of nonexclusive of the proportionate share in the Common Area and Common Area utilized for housing Common Amenities and Facilities of the Phase ____ of the Project) along with ____Purchasers Car Parking space/s and the non-exclusive right to use the Common Amenities and Facilities of the Phase ____ of the Project the details of which are more fully set out in Part B of the Schedule “C” hereto;
- S. WHEREAS the First Party have received an Occupation Certificate/Partial Occupancy Certificate (As defined below) from _____ [Authority] bearing No._____, dated _____ for the Phase ____ of the Project [or for Wing/Block of the Phase ____ of the Project;
- T. WHEREAS the Purchaser has gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertakes to abide the Deed of Declaration and the rules and regulation thereunder. The Purchaser along with this Sale Deed has also executed and registered a declaration in Form “B” under the Karnataka Apartment Ownership Act, 1972 whereby confirming the Deed of Declaration and becoming member of the Owners Association formed thereunder;
- U. The Purchaser has paid the entire sale consideration for the Schedule “B” Property to the Vendor through the Developer [***Sale Consideration and the cost of construction for the Property Hereby Conveyed,***] in accordance with the payment plan under the Agreement for Sale and has now called upon the First Party to execute this Deed of Sale;

I. **NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:**

1.1. DEFINITIONS

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

- (a) **“Act”** means (i) the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 and amendments thereto from time to time
- (b) **“Agreement for Sale or Agreement to Sell”** means the agreement dated _____ entered into by the Purchaser and the First Party to sell the Schedule “B” Property and contract for construction of the Schedule “C” Property;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and including the Act;
- (d) **“Association or Association of Owners or Owners Association”** shall all mean the same, being the Association of Owners that is established by the First Party, in respect of Phase ___ and the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of Project;
- (f) **“Block/s”** shall mean individually or collectively mean the Blocks constructed in the Phase ___ of the Project;
- (g) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Private Residence and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.
- (h) **“Common Areas of Phase ___”** shall mean and include areas demarcated and declared as the common areas of Phase ___ and as detailed in Schedule G hereto. The Common Areas of Phase ___ are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or Association to be followed by all the owners/occupiers of the Private Residences in Phase ___ ;
- (i) **“Common Areas of the Project”** shall mean and include the areas as demarcated and declared as common areas of the Project and as detailed in Schedule F hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Association of Owners to be followed by all the owners / occupiers of the Private Residences of all the phases in the Project.
- (j) **“Common Amenities & Facilities of Phase ___”** shall mean and include those amenities and facilities of Phase ___ as detailed in

Schedule H hereto. The Common Amenities and Facilities of Phase ___ are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Association to be followed by all the owners/occupiers of the Private Residences.

- (k) **“Deed of Declaration”** shall mean the deed of declaration that has been executed by the First Party to submit the Common Areas, the Common Amenities and Facilities of the Phase ___ of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (l) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule “A” Property;
- (m) **“Limited Common Area”** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Phase ___ of the Project, which are allotted for the exclusive use by the Private Residences as they would be attached to such Private Residences and capable of used by these Private Residences and to be maintained by these private residences at their cost and not as part of the Common Area.
- (n) **“Occupancy Certificate”** means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the Phase ___ of the Project or any of the Block/s or Phase ___ of the Project thereof, and pursuant thereto permitting occupation of the Private Residence for which the occupation certificate is issued;
- (o) **“Owners Association”** shall have the meaning ascribed to the term in Clause _____ of this Sale Deed;
- (p) **“Party”** unless repugnant to the context, shall mean a signatory to this Sale Deed and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;
- (q) **“Phase ___” or “Phase ___ of the Project”** shall have the meaning ascribed to the term in Recital J hereto and registered as project No. _____ with the Regulatory Authority, Karnataka under the Act;
- (r) **“Private Residence”** shall mean the Private Residence together with non-exclusive use of Common Areas and the

Common Amenities and Facilities in the Phase ___ of the Project
;

- (s) **“Project”** shall have the meaning ascribed to the term in Recital J;
- (t) **“Purchaser Car Parks”** shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule “C” Apartment or by any of the occupiers of the Schedule “C” Apartment under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Schedule “I” hereto;
- (u) **“Purchaser Covenants”** shall mean covenant given by the Purchaser in terms of Clause _ hereof;
- (v) **“Residence Owners/Owners”** shall mean any owner or owners of Private Residence/s in the Phase ___ of the Project;
- (w) **“Rights and Obligation of the Purchaser”** shall mean the rights of the Purchaser set out in Schedule “D” and the obligation of the Purchaser shall mean the obligations to be complied by the Purchaser as set out in Schedule “E” .
- (x) **“Sale Consideration”** shall mean the consideration paid by the Purchaser for the sale of the Property Hereby Conveyed under this Sale Deed;
- (y) **“Sale Deed”** shall mean this deed of sale, including recitals, the schedules hereto;
- (z) **“Schedule “A” Property”** shall mean the land on which the Phase ___ is being developed by the Developer and ascribed to the term in Recital K and more fully described in the Schedule “A” hereto;
- (aa) **“Schedule ‘B’ Property”** is the portion of the land out of the Schedule “A” hereto utilising the FAR thereof for construction of Phase ___ of the Project and more fully described in the Schedule “B” hereto;
- (bb) **“Schedule ‘C’ Property”** is the Private Residence constructed under the Scheme and more fully described in the Schedule C hereto;
- (cc) **“Scheme”** shall mean the scheme of development of the Phase ___ of the Project under which Persons interested in owning a Private Residence in the Phase ___ of the Project (a) would have to acquire undivided share in the Schedule “B” Property corresponding to the Private Residence (which undivided share is corresponding to such Private Residence taking into consideration the FAR achieved or the Phase ___ of Project and (b) to get the Private Residence constructed from the Developer .

- (dd) **“Structural Defects”** shall mean structural defect as provided in the Act;
- (ee) **“Super Built Up Area”** of any Private Residence shall mean the aggregate of (i) the Carpet Area of such Private Residence, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities;
- (ff) **“First Party Covenants”** shall mean the covenant given by the First Party in terms of clause 7 hereof.

1.2 Interpretation:

- (a) In this Sale Deed, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recitals and schedules annexed herein forms part of the Sale Deed shall have the same force and effect as if expressly set out in the body of this Sale Deed, and any reference to this Sale Deed shall include any recitals and schedules to it.
- (f) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Section in this Deed limits the extent or application of another Section;
- (g) headings to clauses, parts and paragraphs of this Sale Deed, and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;
- (h) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) this Sale Deed is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Sale Deed.

2. NOW THIS DEED OF SALE WITNESSETH AS UNDER:

(a) In pursuance of the foregoing and in consideration of the Sale Consideration of **Rs.[●]/- (Rupees _____ only)** paid by the Purchaser to the Vendor through the Developer, the receipt of which the Vendor and Developer hereby accept and acknowledge in full and final settlement of the entire Sale Consideration the Vendor , joined by the Developer hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, an undivided ____ % (**_____percent**) share in the land comprised out of the Schedule "B" Property, which is more fully described in Part A of the Schedule "C" written hereunder, and hereafter after referred to as **"THE PROPERTY HEREBY CONVEYED"** with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as co-owner of an undivided share so as to enable the Purchaser/s to get constructed and own the Schedule "C" Property , subject to the terms , condition and covenants herein contained;

OR

(a) In pursuance of the foregoing and in consideration of the Sale Consideration of **Rs.[●]/- (Rupees _____ only)** paid by the Purchaser to the Vendor through the Developer, the receipt of which the First Party hereby accept and acknowledge in full and final settlement of the entire Sale Consideration the Vendor , joined by the Developer *hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, an undivided ____ % (**_____percent**) share in the land comprised out of the Schedule "B" Property, which is more fully described in Part A of the Schedule "C" written hereunder and hereinafter referred to as the **SCHEDULE "C" UNDIVIDED PROPERTY**, with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as co-owners of an undivided share so ;*

(b) In pursuance of the foregoing and in consideration of the cost of construction of **Rs.[●]/- (Rupees _____ only)** paid by the Purchaser to the Developer, the receipt of which the Developer hereby accepts and acknowledges in full and final settlement of the entire cost of construction the Developer *hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, a Private Residence bearing unit bearing No. ____ on the ____ Floor of Block ____ of the ____Block/Wing (shown as _____Block/ Wing in the Building Sanction Plan) in the Phase ____ of the Project Known as "_____ " having a Carpet area of ____ square feet and super built up area of _____square feet (ie inclusive of non exclusive of the proportionate share in the Common Area and Common Area utilized for housing the Common Amenities and Facilities of the Phase ____ of the Project) along with _____Purchasers Car Parking space/s in the basement and the non-exclusive right to use the Common Amenities and Facilities of the Project and the Phase ____ of the Project , which is more fully detailed in the Part B Schedule "C" hereto and hereinafter referred to as **"SCHEDULE "B"***

PROPERTY", with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as absolute owners, subject to the covenants herein contained;

The Schedule "B" Property and Schedule "C" Property are together hereinafter referred to as "**PROPERTY HEREBY CONVEYED**";

3. SALE CONSIDERATION

3.1. The total sale consideration for the sale of the Property Hereby Conveyed is Rs. _____ (Rupees _____ only) and paid by the Purchaser to the Vendor in the manner set out below: -

3.1.1. Rs. _____ /= (Rupees _____ only) _____, has been paid by the Purchaser at the time of executing the Agreement for Sale, the receipt of which the First Party hereby accepts and acknowledges as part payment towards the Sale Consideration.

3.1.2. Rs. _____ /= (Rupees _____ only) _____, has been paid by the Purchasers on this day, the receipt of which the First Party hereby accepts and acknowledges in full and final payment towards the Sale Consideration.

3.1.3. Rs. _____ /= being the amount of Tax Deducted at Source (TDS) under the provisions of Section 194IA of the Income Tax Act, 1961. The Purchaser has made available to the Purchaser form 16B of the Income Tax Act, confirming the deposit of the TDS.

3.2. The First Party hereby acknowledge the receipt of the entire Sale Consideration amount of Rs. _____ (Rupees _____ only) in the manner set out above and the TDS certificate for the amounts deducted by the Purchaser and acquits the Purchaser from making any further payment towards the Sale Consideration.

The First Party confirm that apart from the (a) Sale Consideration, (b) Other Cost Charges and Expenses, and (c) Statutory Payments (which have already been paid to the First Party by the Purchaser) the Purchaser is not liable to pay any other amounts to the First Party for the absolute sale and conveyance of the Property Hereby Conveyed in favour of the Purchaser.

4. POSSESSION

The Vendor, joined by the Developer has delivered possession of the Schedule "B" Property to the Purchaser by placing the Purchaser in joint possession of the Schedule "B" Property and the Developer has delivered possession of the Schedule "C" Property to the Purchaser on this day and in this regard the Purchaser agrees, declares and accepts that:

- (a) The area of the Schedule "C" Property and the Area of the Car Parking are as per Sanction Plans and agreed under the Agreement for Sale;
- (b) The Common Amenities and Facilities of the Phase ___ of the Project and the Specifications of the Schedule "C" Property are as per the agreed terms under the Agreement of Sale.
- (c) Quality of construction and development of the Phase ___ of the Project and the Schedule "C" Property is as per the Agreement to Sale.
- (d) the Common Areas and the Common Amenities and Facilities provided in the Phase ___ of the Project are as per the Agreement to Sale;
- (e) The Developer has completed all its obligations with regard to the Schedule "C" Property and accordingly the Developer is completely discharged from all its obligations save and except the defect liability during the period provided in the Act.
- (f) The sale of the Schedule "B" Property is only to enable the Purchaser to construct and own the Schedule "C" Property and the Purchaser shall not be entitled to seek partition or separate possession of the Schedule "B" Property;
- (g) The Purchaser/s have this day joined the Owners Association formed under the said Deed of Declaration and have also executed the Form B along with the execution of this Sale Deed and the Purchaser covenant to be subjected to the rights and obligations specified in the said Deed of Declaration and the Rules/Bye-Laws there under and as may be amended from time to time.

5. AMENITIES CENTRE FACILITY:

- 5.1. The Purchaser is fully aware that the Developer will be providing an Amenities centre on the civic amenity site or portion thereof and the undivided share corresponding to the constructed area of the Amenities centre are being conveyed among all the Purchaser/s in the Phase ___ of the Project on a pro rata basis, taking into consideration the measurement of their respective Schedule "C" Property in the Phase ___ of the Project. The said Amenities Centre will be managed by the Developer or any operator that the Developer may appoint until the Association is formed. The Purchaser herein by virtue of acquiring the Schedule "C" Apartment will be entitled to the membership of the Amenities centre.
- 5.2. The Purchaser and all other Residence Owners shall be bound by the rules and regulations of the Amenities Centre. The Purchaser will be required to pay the annual subscription charges/and other usage charges of the facilities provided in the Amenities Centre as prescribed by the Developer or the Association of Owners. The Association on

handing over of the Amenities Centre and its facilities will be responsible to manage, maintain and operate the same.

5.3. Apart from the rules and regulations that would be formulated by the Developer and or the operator of the Amenities Centre, the fundamental use of the Amenities Centre shall be in the manner set out below:

5.3.1. In the event the property is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Schedule C Property would be entitled to use the said Amenities Centre on payment of the subscription charges.

5.3.2. In the event the Schedule C Property is purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Amenities Centre on payment of the subscription charges mentioned above.

5.3.3. In the event of inheritance, the person inheriting and occupying the Schedule C Property shall be entitled to membership of the said Amenities Centre on payment of the subscription charges mentioned above.

5.3.4. In the event of there being any co-owner of Schedule C Property such co-owners occupying the Schedule C Property will be entitled to the use of the said Amenities Centre on payment of the subscription charges mentioned above.

5.3.5. In any other case like tenancy, lease, license etc., the occupier of the Schedule C Property will be entitled to the use of the said Amenities Centre on payment of the subscription charges mentioned above

6. FORMATION OF OWNERS ASSOCIATION AND MEMBERSHIP OF THE OWNERS ASSOCIATION

5.1 There will be one apex association for the Project with separate committees being formed for each Block constructed in the Project. The Purchaser has become member of the committee for ____ Block of _____ Owners' Association by executing this Deed of Sale and agree to abide by the terms thereof and participate in the administration and other aspects of the Phase ____ of the Project constructed on the part of the Schedule "A" Property and accordingly the Purchaser has also executed the Form B under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.

5.2 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for maintaining the Common Areas of the Phase ____ of the Project and the Common Amenities and Facilities in the Phase ____ of the Project.

- 5.3 The Purchaser/s are aware that the Developer will be responsible for the maintenance of the Phase ___ of the Project for a period of 1 year from the date of the Occupation Certificate as provided in the Act or on the Owners Association taking over the Common Areas and Common Amenities and Facilities of the Phase ___ of the Project, whichever is earlier. On and from the expiry of 1 year from the date of Occupation Certificate being issued or the from the date of handing over the Common Areas and the Common Amenities and Facilities of the Phase ___ of the Project, which ever is earlier, the maintenance of the Phase ___ of the Project shall be the responsibility of the Association. It is hereby clarified that the Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Phase ___ of the Project.

7. THE FIRST PARTY COVENANT WITH THE PURCHASER/S AS FOLLOWS:

- (a) That the Purchaser shall be entitled to hold, possess and enjoy the Property Hereby Conveyed, being entitled to the rights and subjected to the obligations specified in this Sale Deed;
- (b) The Vendor is the absolute owner of the Schedule "B" Property and no person other than the Vendor has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "B" Property;
- (c) The Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Property hereby Conveyed;
- (d) There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Property Hereby Conveyed in the manner herein contemplated;
- (e) All approvals, licenses and permits issued by the Authorities with respect to the Phase ___ of the Project are valid and subsisting and have been obtained by following due process of law;
- (f) The Vendor joined by the Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;
- (g) That the First Party has delivered a set of photo copies of the documents of title , all the approvals and Sanctioned Plan , to the

Purchaser and will deliver all the original documents of title to the owners association of all co-owners of the Schedule "A" Property on the completion of all the phases of the Project on the Schedule "A" ;

- (h) That the First Party will do and execute all acts, deeds and things as may be required by the Purchaser/s and at the cost of the Purchaser/s, for more fully and perfectly assuring the title of the Purchaser/s to the Property Hereby Conveyed;
- (i) That the First Party shall keep the Purchaser fully indemnified and harmless against any action or proceedings or liability, cost or claim that may arise against the Purchaser/s or the Property Hereby Conveyed by reason of any defect in or want of title on the part of the First Party;
- (j) That while conveying any share in the Schedule "B" Property to others, the First Party shall not confer on such transferee/s, any right which is not reserved for or conferred on the Purchaser/s herein in or the Schedule "D" hereto, nor shall omit or exclude in the case of such other transferee/s, any obligation which is required to be performed or shared by the Purchaser/s herein or in the Schedule "E" hereto;

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

- (a) The Purchaser/s shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Phase ___ of the Project which form part of the Limited Common Areas and which may be allotted to any other purchaser/s of the Private Residence/s in the Phase ___ of the Project. The Purchaser/s shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser/s;
- (b) That the Purchaser/s shall be entitled to the rights and bound by the obligations imposed upon the Purchaser/s under this Sale Deed and that the Purchaser/s shall abide by all the rules and regulations imposed by the Developer or the Owners Association in regard to the Phase ___ of the Project ;
- (c) That the Purchaser/s hereby accept to conform to the rules and regulation that have been framed while subjecting the Schedule "B" Property and the Property Herby Conveyed constructed thereon, under the provision of the Karnataka Apartment Ownership Act, 1972;
- (d) That the Purchaser is in full knowledge of the Applicable Laws applicable to the Phase ___ of the Project and that the Purchaser/s hereby undertake/s that the Purchaser/s shall comply with and carry out all the requirements, requisitions, demands and repairs which are

required by any Authority in respect of the Property Herby Conveyed at the Purchaser's/s' own cost;

- (e) The Purchaser/s has joined the Association formed by the First Party. The Purchaser along with this Sale Deed have also executed Form B as provided in the Karnataka Apartment Ownership Act, 1976;
- (f) That the Purchaser/s shall regularly pay the maintenance charges that may be imposed by the Developer /Association or the Agency employed for such maintenance of the Phase __ of the Project and the Purchaser/s shall also pay any maintenance deposit/sinking fund amounts;
- (g) That the Purchaser/s have inspected the Schedule "C" Property and Specification, Common Areas, Common Amenities and Facilities of the Phase __ of the Project provided therein and after being satisfied, taken conveyance and the possession of the Property Herby Conveyed.
- (h) The Purchaser/s covenant that the Purchaser/s shall comply with all the rules, regulation, laws, notifications under Applicable Law, applicable to the Project and Phase __ of the Project in general and in particular, as may be prescribed by the Statutory Authority and/or the Association of Owners.
- (i) The Purchaser/s along with the other Residence Owners of the Phase __ of the Project/ shall at all times ensure that all necessary certificates, licenses, permits, permissions, and insurances are renewed and kept valid and subsisting.
- (j) After the maintenance of the Phase __ of the Project is handed over to the Association that has been formed or one year from the date of the Occupation certificate issued which ever is earlier , the 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 Residence Owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchaser along with the Association of Owners shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
- (k) The Purchaser shall be bound and liable to comply with the obligations set out in Schedule "E" and will have the rights set out in Schedule "D"

in the enjoyment of the Property Hereby Conveyed and the Common Areas and the Common Amenities and Facilities of the Phase ___ of the Project

- (l) The Purchaser shall use the Purchaser Car Parks allotted to him/her/it as per the rules and obligation set out in Schedule "I" below;
- (m) The Purchaser cannot hold the Developer responsible for any breakages caused to any of the finished works in the Schedule "C" Property being handed over to the Purchaser during the course of the interior works.
- (n) That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the other phases of the Project on the Schedule "A" Property.
- (o) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Phase ___ of the Project as may be prescribed by the Developer and the Owners Association from time to time. The Purchaser's will not place any material or obstruction in the Common Areas of the Phase ___ of the Project and the Block/ Wing in which the Schedule "C" Property has been constructed.
- (p) The Purchaser shall be solely responsible to keep the Property Hereby Conveyed at his/her own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- (q) The Purchaser shall become member of the association of owners formed of all the owner of the Private Residences for the maintenance and management of the Common Areas of the Project and any of the Common Amenities and Facilities of the Project . The said Common Areas of the Project and the Common Amenities and Facilities of the Project shall be used in common by all the owners of the Private Residences of the all the phases of the Project.
- (r) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Phase ___ of the Project, "_____", it being acknowledged that neither the Purchaser nor the Association of have any right to seek such change.

8 DEFECT LIABILITY PERIOD:

In the event of any Structural Defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate/Partial Occupancy having been issued to the Phase ___ of

the Project . The Developer will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost. Provided always, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or the Purchaser/s agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule "C" Property other than for its intended purpose or such other reasons attributable to the Purchaser, then the Developer shall not be liable for the same.

9 STAMP DUTY AND REGISTRATION FEES

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

10 PERMANENT ACCOUNT NUMBER AND AADHAR:

The Permanent Account Number and Aadhaar (if applicable) of the Vendor, Developer and the Purchaser are as follows:-

- a) Vendor :
Pan Card Number
Aadhar Number
- b) Developer :
Pan Card Number
Aadhar Number
- b) Purchaser/s :
Pan Card Number
Aadhar Number

11 PRESENTING AND ADMITTING EXECUTION:

1) *The Sale Deed is being presented and the execution is being admitted by the Special Power of Attorney Holder of the Vendor _____ under Special Power of Attorney dated _____ (registered as Document No. _____ in Book-IV stored in C.D. No. _____ in the Office of the _____, _____, Bangalore);*

2) *The Sale Deed is being presented and the execution is being admitted by the Special Power of Attorney Holder of the Developer _____ under Special Power of Attorney dated _____*

(registered as Document No. _____ in Book-IV stored in C.D. No. _____ in the Office of the _____, _____, Bangalore);

LARGER PROPERTY

All that piece and parcel of property being portion of property presently bearing Municipal No. 1/1, Hosakere Road, Ward No.121 (Old No.31), (PID No.31-42-1/1), Binnypet, Bangalore 560 023 (earlier amalgamated Property bearing Municipal No.1/1 and portion of Municipal No.1, Hosakere Road, Bangalore which comprised of old Municipal No.1 to 4/5, Hosakere Road, Binnypet Residential Quarters, Binnypet Ward, Ward No.31, Bangalore and old Municipal Nos.1 to 89, Binnypet Residential Quarters, Binnypet Ward, Ward No.31, even earlier bearing Survey Nos.10, 11, 12 of Boganahalli Village and Survey No.32 of Guttahalli Village, Halasur Hobli, Bangalore Taluk and Survey No.42-47, Jodi Kempapura Village, Halasur Hobli, Bangalore Taluk) in all admeasuring about **52.8337** Acres i.e. **2,13,810.379** square metres and bounded as follows:-

East	Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road);
West	Goripalya, Ranganatha Colony and New Binny Layout;
North	New Binny Layout Road, Private Property and Portion of Municipal No.1/1 retained by ETA Karnataka Estates Private Limited;
South	Goripalya;

SCHEDULE A

Approximately __ square feet of undivided share from and out of the Larger Property, of which FAR is utilized for the Phase __ within the area as shown in Annexure hereto.

SCHEDULE B

The undivided share from and out of the Schedule 'A' Property corresponding to the Schedule 'C' Property that would be arrived as based on the FAR to be consumed for the construction of the Schedule 'C' Property and to be finally ascertained and recorded in the deed of declaration and the sale deed.

SCHEDULE C

(Description of the Private Residence constructed under the Scheme by the Developer for the Purchaser)

The Residence bearing No. __ on the __ Floor of the Project“_____” __ wing of Block “__” (shown as____ in the Building Sanction Plan) having a Carpet area of __ Sq. ft. along with _____car parking space/s in the basement with proportionate share in the Common Area and Common Area of the Project with the non-exclusive right to use the Common Amenities and Facilities of the Project.

The Schedule 'C' Property shown in plan Annexure D hereto.

The Schedule "C" Property and the Purchasers'/'s Car Parking Spaces is shown in plan Schedule "J" and "K" hereto.

SCHEDULE – D

RIGHTS OF THE PURCHASER:

- 1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Property, subject to the terms and conditions contained in this Agreement and Association agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Property from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' 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 Block and the Schedule "A" Property or any part thereof;
- 5) Right to use underground sewerage disposal system laid in the Schedule A Property and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.
- 6) The Purchaser/s shall not violate any provision of the plans which are approved by the planning authority or any trespass in any of the common amenities/facilities in the Project or Schedule A Property as the case may be.
- 7) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other owners;
- 8) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks 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;
- 9) Right to use and enjoy all common services and facilities of the Phase __ development, subject to payments of common expenses and maintenance charges as provided in the Agreement and subsequently by the association of owners.

SCHEDULE – E

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Property, subject to the terms and conditions contained in this Agreement and Association agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Property from the other parts of the Block;
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' 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 Block and the Schedule "A" Property or any part thereof;
- 5) Right to use underground sewerage disposal system laid in the Schedule A Property and right to draw water from common water supply system subject to bearing and sharing the applicable charges directly and whenever required and proportionately for the common maintenance expenses.
- 6) The Purchaser/s shall not violate any provision of the plans which are approved by the planning authority or any trespass in any of the common amenities/facilities in the Project or Schedule A Property as the case may be.
- 7) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other owners;
- 8) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks 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;
- 9) Right to use and enjoy all common services and facilities of the Phase __ development, subject to payments of common expenses and maintenance charges as provided in the Agreement and subsequently by the association of owners.

SCHEDULE – E

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Private Residences in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 2) The Purchaser/s shall not make any change to the apartment design in violation of the sanction plan secured for the construction of the Schedule "C" Property. The Purchaser shall not make any structural alteration of any kind without prior

written permission from the Developer (or the Association after formation of the same) and subject to securing all the statutory permission from the concerned authorities before taking up such work even if such permission has been granted by the Developer;

- 3) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Schedule "C" Property is located and also in the Common Areas;
- 4) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Property or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Residences or which may tend to depreciate the value of the Project or any thereof;
- 5) Except for leasing or rental permitted under this Schedule E, the Purchaser shall use the Schedule 'C' Property only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 6) The Purchaser understands and agrees that any time after handover of the Schedule "C" Property, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.
- 7) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Block in common with the other Private Residences and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Private Residences;
- 8) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the Sale Date.
- 9) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule 'C' Property being ready for possession
- 10) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Vendor;
- 11) The Purchaser shall carry out their interior works in the Schedule 'C' Property only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.

- 12) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule 'C' Property from the date on which the Schedule 'C' Property is ready for possession and upon intimation of the same by the Developer, whether possession is taken or not.
- 13) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule 'C' Property is handed over, shall be borne and paid by the Purchaser.
- 14) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule 'C' Property, the same shall be borne and paid by the Purchaser.
- 15) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Amenities and Facilities.
- 16) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Private Residences, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in Phase ___ and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 17) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.
- 18) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Owners s or maintenance agency appointed by Association of Owners;
- 19) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule 'C' Property into the common areas and passages;
- 20) The Purchaser will not dry clothes outside on the balconies of the Schedule 'C' Property;
- 21) That the Purchaser shall not install any additional water tanks in the Schedule 'C' Property.
- 22) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project and Phase ___ or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

- 23) The Purchaser shall keep the Schedule "C" Property walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;
- 24) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Property and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the Vendor.
- 25) The Purchaser/s in the event of leasing the Schedule "C" Property shall keep informed the Association about the tenancy or lease or license and give all the details of the occupants and only such occupant shall be entitled to make use of the Amenities Centre and its facilities as a temporary member and the Purchaser/s shall not be entitled to make use of the Amenities Centre and its facilities during the occupation of such tenant, lessee or licensee etc. Notwithstanding the leasing, licensing or creation of tenancy, the primary responsibility to adhere to all the rights and obligations contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser/s to ensure that the tenant/lessee/licensee/occupant follows all the rules and regulations that may be prescribed for the occupants of the Phase __ residential development;
- 26) The Purchaser/s shall not:
- i. Default in payment of any common expenses, statutory payments, property taxes or levies to be shared or incurred as the Residence Owners in the Phase __ development
 - ii. Install machinery other than domestic pumps and generators, store/keep explosives, inflammables/prohibited articles, which are hazardous, dangerous, noisy or combustible in nature in the Schedule "C" Property.
 - iii. Raise any dispute or call in question the use of the roads in Project and or the Larger Property for the purpose of egress and ingress or raise any dispute or call in question the use of the Amenities Centre and/or the organizing of events, seminars, functions, ceremonies and other activities in the Amenities Centre.
- 27) The Purchaser/s shall mandatorily maintain all the structure/facility of rain water harvesting for ground water recharge in the Phase __ development and the building in which the Schedule "C" Property is located.
- 28) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other 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 owners the cost of maintaining and repairing all common amenities such as common accesses, generator, etc.
- 29) The Purchaser/s shall mandatorily maintain all the installation of dual piping system for the use of STP treated water in the Schedule "B" Property. The treated water is to be used for toilet flushing, gardening and other secondary purposes.

- 30) No owner including occupants can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of house.
- 31) The 70 car parking spaces which have been so reserved as guest parking shall always be for guest coming to the Project for their parking. The Purchaser/s shall not subscribe to the change in such guest parking area.

SCHEDULE "F"
(Common Areas of the Project)

SCHEDULE "G"
(Common Areas of the Phase __ of the Project)

SCHEDULE "H"
(Common Amenities and Facilities of the Phase __ of the Project)

SCHEDULE "I"
__ (Car Park Guidelines)

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Parks as listed under:

1. The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Parks and comply with all directions given by the Developer in the day to day use of the Purchaser Car Parks.
2. The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Property Herby Conveyed and for no other purpose whatsoever.
3. The Purchaser will not bring into the Purchaser Car Parks at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.
4. The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
5. The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.
6. Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the

Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Developer against any such claims and the costs thereof.

7. The Purchaser will permit the staff managing the car parks in the Phase ___ of the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Residence Owner will only use the Purchaser Car Parks so allocated and will recognize the Developer's right to re-allocate spaces as required.
9. This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.
10. The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.
12. The Purchaser must:
 - (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Developer/Association from time to time;
 - (b) advise the Developer /Association regarding the registration number and name of the driver of any vehicle which may park in the car parks, if required by the Developer /Association, and shall notify the Developer /Association in the event of any change in respect of the same.
13. The Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.
14. Alteration of Terms and Conditions in this Annexure:
 - (a) The Developer /Association may vary these terms and conditions by adding, altering or deleting any of them.
 - (b) The Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

SCHEDULE "J"
(Plan of the Schedule "C" Property)

SCHEDULE "K"
**(Plan indicating the Purchaser's/s' Car Parking Space in the
Basement of the Block /Wing of the Phase ___ of the Project)**

IN WITNESS WHEREOF the **VENDOR , DEVELOPER** and the **PURCHASER/S** have executed this **DEED OF SALE** in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

2)

VENDOR

DEVELOPER

Drawn by:

PURCHASER/S