

Format for sale of Schedule 'B' Property
Prepared on 31/05/2017

:DRAFT FOR DISCUSSION:

:SREE:

:SALE DEED:

for

:Apartment No. _____ in _____ Floor of Tower `\_\_` in `Machani Ananda`:

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE _____ DAY
OF _____, YEAR TWO THOUSAND SEVENTEEN (___/___/2017) :

:BY:

M/s. STUMPP, SCHUELE & SOMAPPA PVT. LTD.,
a Private Limited Company incorporated
under the Companies Act, 1956,
Having its Registered Office at:
No.139/2, Hosur Road,
Koramangala,
BANGALORE – 560 095.
Represented by its Director:
Mr. RAVI MACHANI.

hereinafter called the "**SELLERS**"

(which expression wherever it so requires shall mean
and include all its successors and assigns etc.,) **OF
THE ONE PART:**

:IN FAVOUR OF:

hereinafter called the "**PURCHASER/S**"

(Which expression wherever it so requires shall
mean and include all his/her/their respective heirs, legal
representatives, administrators, executors and assigns
etc.,) **OF THE OTHER PART:**

WITNESSETH:

WHEREAS the Property bearing Municipal Nos.13 & 13/1, earlier identified as Nos.11, 12 & 13, Old Nos.108, 109 and 110 and Previously identified as Nos.101, 101/1 and 101/2, situated at 5th Main Road, K.G.Nagar (Kempegowda Nagar), Municipal Ward No.49, Bangalore, morefully described in Schedule `A' herein, was earlier owned by M/s.Nippon Electronics (India Private Limited), who had purchased the same from their vendors Sri.K.H.Srinivasan and his sons namely, (1) Sri.K.S.Eshwaran and (2) Sri.K.S.Prasad and his grand children namely, (3) Master.Udayakumar, (4) Master.Rohit, (5) Kum.Nandini, (6) Kum.Sharmila, (7) Kum.Indira, in terms of a Sale Deed dated 14/07/1967 registered as Document No.923/1967-68 in Book-I, Volume-729 at Pages 138 to 143, in the Office of Sub-Registrar, Basavanagudi, Bangalore and the said sale was later confirmed by Smt.Jayalakshamma Srinivasan, wife of Sri.K.H.Srinivasan in terms of a Deed of Indenture dated 03/02/1968, executed in favour of M/s.Nippon Electronics (India) Pvt. Ltd., registered as Document No.2841/1967-68 in Book-I, Volume-146 at Pages 165 to 168, in the Office of Sub-Registrar, Basavanagudi, Bangalore.

WHEREAS by an Order dated 06/06/1984 passed by the Hon'ble High Court of Karnataka, Bangalore in Company Petition No.37/1983 and No.38/1983 filed by the said M/s.Nippon Electronics (India) Limited and M/s.Stumpp, Schuele and Somappa Ltd., a scheme of Amalgamation of the said two Companies was granted and thereby the Schedule `A' Property stood vested with the Transferee Company viz., M/s.Stumpp, Schuele and Somappa Ltd., and thereby they acquired right, title, interest, ownership and possession of the Schedule `A' Property and a clerical error in the said Order dated 06/06/1984 was rectified by the Hon'ble High Court in Company Application No.228/2010 dated 29/10/2010, rectifying the area of the Schedule `A' Property. The aforesaid M/s.Stumpp, Schuele and Somappa Ltd., which was a Public Limited Company later became Private Limited Company and is now known as 'M/s.Stumpp, Schuele and Somappa Pvt. Ltd.,' viz., the Sellers herein.

WHEREAS the Schedule `A' Property was assessed for municipal property taxes by Bruhat Bangalore Mahanagara Palike and assigned with Municipal Nos.13 and 13/1, 5th Main Road, K.G.Nagar (Kempegowda Nagar), Municipal Ward No.49, Bangalore and later the said municipal khatas were amalgamated and identified with Municipal No.13, 5th Main Road, K.G.Nagar, Municipal No.49, Bangalore.

WHEREAS the Sellers herein being desirous of developing the Schedule 'A' Property into Multistoried Residential Apartment Building, secured a Licence and Plan sanctioned from Bruhat Bangalore Mahanagara Palike vide L.P.No.JDTP(S)/LP-53/2010-11 dated 11/11/2013, which was subsequently got modified in terms of Modified Plan bearing L.P.No.JDTP(S)/LP-53/2010-11 dated 03/01/2015 for construction of the Residential Apartment Buildings consisting of Two Towers, which the Sellers named as '**RAAGA**' and '**SHRUTHI**'. The Tower '**RAAGA**' consists of Two Wings viz., **Wing-A** and **Wing-B** comprising of Three Basements, Ground and Eighteen Upper Floors. The Tower '**SHRUTHI**' consisting of Two Wings viz., **Wing-A** and **Wing-B** comprising of Three Basements, Ground and Eighteen Upper Floors and identified the development in Schedule 'A' Property as '**MACHANI ANANDA**'. Though the land area of the Schedule 'A' Property in terms of the title deeds disclose 1,31,040 Sq. Ft., the municipal records disclose the area as 1,21,668.72 Sq. Ft., equivalent to 11,303.30 Sq.Mtrs., and hence for all purposes the said area is taken into account for development and sale and accordingly it is described in Schedule 'A' herein.

WHEREAS the Sellers evolved a scheme of ownership of Residential Apartments in '**MACHANI ANANDA**' in Schedule 'A' herein, in terms of which any person desirous of owning an apartment in any of the Wings/Towers in '**MACHANI ANANDA**' is required to purchase from the Sellers proportionate undivided share and interest in the land in **Schedule 'A' Property** by entering into an Agreement to Sell with the Sellers herein, by virtue of which such purchaser gets a right to get constructed exclusively through the Sellers, the corresponding apartment in such Wings/Towers in '**MACHANI ANANDA**' chosen by the purchaser. Upon such sale in the overall scheme, the development in Schedule 'A' Property will be jointly owned by the owners of the apartments built therein with each of them having a definite undivided share in the land in Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, access, dedicated roads etc., within the Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in '**MACHANI ANANDA**'. The Sellers have worked out the proportion of undivided share to be held with each of the residential units in Schedule 'A' Property based on the construction plans.

WHEREAS the Purchaser/s herein being desirous of owning an Apartment in “**MACHANI ANANDA**” described in Schedule `C` herein and hereinafter referred to as Schedule `C` Property, having understood the scheme of ownership stated above and after being fully satisfied with the title of the Sellers to the Schedule `A` Property and after verifying various sanctions and approvals secured by them, agreed to purchase the proportionate undivided interest in the Schedule `A` Property from the Sellers, morefully described in the Schedule `B` hereunder and hereinafter referred to as the Schedule `B` Property in terms of an Agreement for Sale dated _____ and pursuant to the scheme, also entrusted to the Sellers the construction of Schedule `C` Apartment in terms of a Construction Agreement of even date. In the overall scheme, the land in entire Schedule `A` Property will be jointly owned and held by purchasers of undivided shares therein, each of them having a definite undivided share in the Schedule `A` Property and absolute ownership to the respective apartments constructed by them, together with the right to use all the common amenities, areas and facilities including staircases, lifts, lobbies, passages, common garden, access, etc., within the Schedule `A` Property and the building.

WHEREAS the Sellers have prior to Agreement for Sale provided the deeds and documents of title pertaining to Schedule `A` property to the Purchaser/s to enable the latter to carry out legal due-diligence to their satisfaction about the title of the Sellers. Based on the said due-diligence and title verification and satisfaction, the Purchaser/s has/have agreed to purchase the Schedule `B` Property from the Sellers on the terms and conditions in the said Agreements and those herein contained. The Purchaser/s understood, evaluated and satisfied about the building plans, designs, specifications, construction, concept, title, etc., of `**MACHANI ANANDA**` and the development in Schedule `A` Property as well as the suitability of the apartment for the permitted use and the conditions mentioned herein.

WHEREAS on the terms stated above, the Sellers have agreed to sell Schedule `B` Property for the consideration stipulated herein free from all encumbrances with right to construct and own the Apartment described in Schedule `C` herein and the Purchaser/s has/have agreed to purchase Schedule `B` Property for the said consideration free from all encumbrances, with right to construct and own Schedule `C` Apartment.

WHEREAS the Sellers are completing the construction of the apartment buildings in '**MACHANI ANANDA**' and in the meantime the Purchaser/s has/have approached the Sellers and requested them to convey the Schedule 'B' Property in his/her/their favour to enable him/her/them to perfect title to Schedule 'C' Apartment under construction and agreed to receive possession of the Schedule 'C' Apartment after completion of the construction and on the said basis and request of the Purchaser/s, the Sellers have come forward to convey the Schedule 'B' Property to enable the Purchaser/s to perfect title to Schedule 'C' Apartment in terms of the Agreements referred to above.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid Agreements and in consideration of the payment of the sale consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) already paid by the Purchaser/s to the Sellers, the receipt of which sum the Sellers hereby admit and acknowledge and acquit the Purchaser/s of any further payment and in pursuance of the Purchaser's/s' covenant to fulfil the terms and conditions of the Agreement for Sale and Construction Agreement stated above, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO the Purchaser/s all that Property described in the Schedule 'B' herein, free from all encumbrances, together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' Property and also enjoy the common areas and facilities in the Schedule 'A' Property, together with all those rights as are detailed in Schedule 'D' hereunder and subject to all those obligations as are detailed in the Schedule 'E' hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances.

The Purchaser/s undertake/s to comply with Section 194 IA of the Income Tax Act, 1961 by deducting Tax at Source (TDS), remit the same to the Income Tax Department and furnish proof thereof to the Sellers **OR** The Purchaser/s has/have complied with Section 194 IA of the Income Tax Act, 1961 by deducting Tax at Source (TDS) and has/have remitted the same to the Income Tax Department and furnished proof thereof to the Sellers.

1) **ASSURANCES:**

- 1.1) The Sellers hereby covenant with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Sellers hath good title, right and absolute power to sell, transfer and convey all and singular Property hereby conveyed, being the Schedule 'B' Property, to the Purchaser/s and that the Schedule 'B' Property and every part thereof shall at all times remain and be UNTO the Purchaser/s and be quietly entered into, upon, held, possessed and enjoyed by the Purchaser/s jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Sellers or anyone claiming through or in trust for them.
- 1.2) That in view of the sale of Schedule 'B' Property, the Purchaser/s has/have perfected his/her/their title to the Schedule 'C' Apartment being constructed by the Purchaser/s through the Sellers in terms of the scheme of development stated above and the Purchaser/s shall be entitled to own, possess and enjoy the Schedule 'B' and 'C' Properties as absolute owner/s with full powers of enjoyment and alienation, but subject to the terms of this Sale Deed.

2) **INDEMNITY:**

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

3) **TITLE DEEDS:**

The Sellers have already delivered to the Purchaser/s photo copies of all the documents of title pertaining to the Schedule 'A' Property and the Purchaser/s has/have purchased the Schedule 'B' Property being satisfied with the Sellers' title and their right to develop Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the said Agreement for Sale and Construction Agreement referred to above constitute documents of title

expressing covenants continuing and binding to the extent provided therein on the Sellers and the Purchaser/s to the intent that such attendant rights and obligations in respect of the Schedule 'B' Property shall enure for the benefit of and be binding upon the Sellers and the Purchaser/s in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association to be formed by all the Owners of the Apartments in Schedule 'A' Property.

4) **PROPERTY TAXES:**

The Sellers will pay Municipal taxes and other rates and outgoings on the Schedule 'B' Property upto **date of issue of the Occupancy Certificate** and the Purchaser/s shall be liable to pay the same from the date of **issue of the Occupancy Certificate** for the building in which the Schedule 'C' Apartment is a portion thereof. The Schedule 'C' Apartment will be separately assessed to municipal property taxes and the Purchaser/s shall be liable to pay the municipal property taxes accordingly.

OR

The Sellers will pay Municipal taxes and other rates and outgoings on the Schedule 'B' Property up to the date of issuance of a notice of completion stating that the apartment is completed or from the date of delivery of possession or from the date of execution of the Sale Deed, whichever is earlier. The Purchaser/s shall be liable to pay the Municipal Taxes from the said date for the Schedule 'C' Apartment. The Schedule 'C' Apartment will be separately assessed for municipal property taxes. The Purchaser/s shall be liable to pay the municipal property taxes accordingly.

5) **KHATA TRANSFER:**

The Purchaser/s is/are entitled to secure Municipal Khata of the Schedule 'B' and 'C' Properties at his/her/their cost from Bruhat Bangalore Mahanagara Palike and the Sellers agree to sign necessary consent letters.

6) **POSSESSION:**

- 6.1) The Sellers have put the Purchaser/s in constructive possession of the Schedule 'B' Property this day by placing in joint possession of Schedule 'A' Property.
- 6.2) The possession of Schedule 'C' Property will be delivered on completion of construction and upon delivery the Purchaser/s shall be entitled to enjoy the Schedule 'C' Property as absolute owner.
- 6.3) The construction of buildings in '**MACHANI ANANDA**' is still in progress and the Purchaser/s shall not obstruct or come in the way of completing the development of Schedule 'A' Property and the buildings therein and shall bear with the same and on the said basis, the sale herein is completed. The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the buildings or any part thereof in the Schedule 'A' Property. The sale herein is completed at on the specific request of the Purchaser/s inspite of the Schedule 'C' Apartment being still under construction and not ready for occupation. The Purchaser/s has/have agreed to receive the apartment only on completion. The Purchaser/s shall have no right to interfere in the construction of the buildings including Schedule 'C' Apartment in Schedule 'A' Property. The possession of Schedule 'C' Property will be delivered on completion of construction and issue of Occupancy Certificate and on such delivery, the Purchaser/s shall be entitled to occupy and enjoy the same as absolute owner/s.
- 6.4) The Parties hereby agree that:
- a) they shall comply with the applicable provisions of all laws, rules and regulations, including the Real Estate Regulation & Development Act, 2016 and the Karnataka Real Estate (Regulation and Development) Rules, 2016 (said Acts) on their coming into force, with respect to conveyance of undivided share and apartments in the Schedule 'A' Property.

b) The Purchaser/s shall not at any point of time, by virtue of holding the UDS in his/her/their own name/s, claim a superior right of any nature over other apartment owners in the Schedule 'A' Property. The Purchaser/s shall not object to use of:

- (i) Any amenity or facility in '**MACHANI ANANDA**' in the manner provided herein by any of the residents of other Towers located on the Schedule 'A' Property.
- (ii) Any common area in '**MACHANI ANANDA**' or any other part of the Schedule 'A' Property held by the Owners' Association.

7) **NATURE OF RIGHT OF USAGE:**

7.1) It is agreed that the buildings in Schedule 'A' Property shall be held by all the apartment owners in the respective Towers/buildings with each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective Towers/buildings will belong to and vest with such apartment owners jointly to be used by all the apartment owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

7.2) The Purchaser/s shall not use the Schedule 'C' Apartment for any purpose other than for residential use or use the same in a manner that may cause nuisance or annoyance to occupants of "**MACHANI ANANDA**" or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the Schedule 'C' Apartment which tends to cause damage to any services of any Apartment in "**MACHANI ANANDA**" or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Purchaser/s hereby agree/s to indemnify the Sellers against any penal action, damages or loss due to misuse for which the buyer/occupant shall be solely responsible.

- 7.3) The Purchaser/s agree to own and enjoy the Schedule 'B' Property in common with the other owners or purchasers of undivided shares and title in Schedule 'A' Property and shall be entitled to all such rights stated in Schedule 'D' herein and the Purchaser/s shall be liable to comply with and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all the apartment owners in '**MACHANI ANANDA**'. The Sellers, however, shall be entitled to confer additional benefits and rights to specific purchasers at their discretion. **(CHECK)**
- 7.4) The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The Car parks are to be allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of the Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and periodical disputes amongst the owners/users of the apartments. In view of the same, the Purchaser/s has/have irrevocably authorized the Sellers to earmark Car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. The Purchaser/s is/are bound by such earmarking of parking spaces and will not question the authority of the Sellers in doing so and further desist/s from making any issue or claims in respect thereto. In view of the aforesaid, the Sellers are allotting exclusive car parking areas at the basement floors and ground floor to the purchasers who specifically apply for the same and the Purchaser/s will not object to such allotment. The parking space earmarked to the Purchaser/s is for exclusive use and enjoyment by the Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.

- 7.4.1) The Purchaser/s shall park his/her/their L.M.V. only in the place earmarked in the building. It is hereby agreed that the Purchaser/s or his/her/their tenants/licensees those who occupy the Schedule 'C' Apartment through him/her/them or in trust for him/her/them shall not have any right, title or interest to park their L.M.V. anywhere in part of "**MACHANI ANANDA**" except in car parking area duly earmarked and reserved for that purposes.
- 7.4.2) The Purchaser/s undertake/s not to sell / transfer / deal with the parking space independent of the Schedule 'C' Apartment. The Purchaser/s agree/s and confirm/s that the parking space allotted to him/her/them shall automatically be canceled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Schedule 'C' Apartment under any of the provisions of this Sale Deed.
- 7.4.3) The Purchaser/s other than use of the same, shall not have any power or authority to transfer the same unless the undivided share and the Apartment described in Schedule 'B' and 'C' herein are transferred. In addition thereto, the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in the Schedule 'A' Property.
- 7.5) The Purchaser/s further covenant/s to use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., in Schedule 'A' Property, in common with other owners and other occupants. The Purchaser/s shall not place objects/things/articles which hinder free use of any common amenities.
- 7.6) The Purchaser/s shall not undertake any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit-outs/balconies/decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting other than what is provided for in the design by the Architects and the Sellers.

- 7.7) The Garden Areas and other greenery abutting the buildings in Schedule 'A' Property are for common use and enjoyment of the owners of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. The owners of the respective Towers in the Schedule 'A' Property shall not enclose the Towers with compound or fencing.
- 7.8) The Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevations and shall not enclose the balconies attached to the apartment. The Purchaser/s while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, open spaces in the Schedule 'A' Property for dumping materials/debris etc.,. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Sellers or the agency appointed periodically for the maintenance of all the common areas and facilities in '**MACHANI ANANDA**'.
- 7.9) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Sellers. The Purchaser/s shall carry-out interior works all days except Sundays, during the day time between 9 A.M. and 6 P.M. The Sellers do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s, but originally carried out by the Sellers. The Sellers are not answerable for any thefts during the course of the interior works.
- 7.10) The Purchaser/s shall not make any structural alterations or additions to the Schedule 'C' Apartment or permanently remove therefrom any fixtures or fittings provided therein, if any. However, the Purchaser/s may undertake temporary partitions or install any electrical equipment required for Purchaser's/s' operation, including but not limited to Computer systems, telephones, etc.,. The Purchaser/s shall carry-out at his/her/their own cost and expenses and without claiming any reimbursement from the Sellers,

minor non-structural additions or improvements to the Schedule 'C' Apartment. The Purchasers shall not have power or authority to draw cable connections to Televisions and/or erect individual Dish/Antenna inside or outside the apartment and on the other hand, utilize the said facility provided centrally for benefit of all the owners/occupants in Schedule 'A' Property. The Purchaser/s shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.

7.11) The Sellers have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra-ordinary in relation to any unsold Apartments in the Schedule 'A' Property in '**MACHANI ANANDA**' and the Purchaser/s shall have no objection/make any claims in respect thereto.

7.12) The Purchaser/s, either by himself/herself/themselves or joining with others, shall not have the power or authority to seek for any change in the location of any common areas, amenities and facilities provided or agreed to be provided in the Schedule 'A' Property.

8) **USAGE OF CLUB HOUSE AND OTHER FACILITIES:**

8.1) It is specifically made clear to the Purchaser/s and is agreed by the Purchaser/s that he/she/they shall be entitled to use the club house, recreational/community center and the general common areas and facilities within "**MACHANI ANANDA**" limited to and precisely listed in the Specifications to the Agreement of Sale and earmarked as common areas to be used by all the owners/occupants of "**MACHANI ANANDA**" in common. The Purchaser/s shall pay separate deposits / charges for securing admission and usage of the club house and/or recreational/community centre and other community facilities. This right of usage of the club house, recreational/community center and the general common areas and facilities is limited to the owners/occupants of "**MACHANI ANANDA**" who have purchased an Apartment only and is subject to the terms and conditions as stipulated by the Sellers and the Owners' Association. The Sellers until formation of Owners

Association, will have the sole right to formulate at its sole discretion appropriate management structure and policies, rules and regulations for the club house and/or recreational/community center and upon intimation of the formalities to be complied with by the Sellers, the Purchaser/s undertake/s to fulfill the same. **(CHECK)**

- 8.2) The Sellers and its assignees shall have a perpetual right of ingress and egress to the clubhouse and common areas.
- 8.3) It is clarified that non completion of the club house or any of the above facilities shall not be deemed to be a delay in handing over the possession of the Schedule 'C' Property.
- 8.4) The ownership and possession of the land, buildings and the fittings and fixtures in the Club including movable assets will be transferred to the Owners Association to be formed by all the owners of all the apartments in the Schedule 'A' Property and till then it will remain absolutely and exclusively with the Sellers and/or its associate companies, concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to admit the owners/tenants in possession as members. **(CHECK)**
- 8.5) The Purchaser/s as long as he/she/they remain/s occupant/s of the apartments in '**MACHANI ANANDA**', shall be entitled to use the 'Club House', subject to (i) strict observance of the rules of the Club House framed by the Sellers, their agents/assigns from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Sellers and/or its agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Sellers and its agents/assigns; and (iv) is/are entitled for the following:-
 - (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as a member of the Club House on payment of the admission fee prescribed by the Sellers.
 - (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club subject to strict observance of rules framed by the Sellers and its agents/assigns and subject to the payment of the monthly subscriptions as may be fixed by the Sellers subject to payment of charges for usage of facilities in Club.

- 8.6) The Sellers may themselves run the Club and/or engage any person/s to run the club and its activities. The Sellers are not responsible for either quality of services or the price at which the services are provided in the Club. It is clarified that non-completion or non-operation of the Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'C' Apartment. The Purchaser/s shall take possession of the Schedule 'C' Apartment even if the Club and the above facilities are not complete or non-operational.
- 8.7) The facilities of the Club are available for the benefit of the purchasers/ occupants of the apartments in Schedule 'A' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

9) **OWNERS' ASSOCIATION AND MAINTENANCE:**

- 9.1) It is hereby further agreed that the Purchaser/s shall become member/s of the Owners' Association to be formed, after the Purchaser/s completes the purchase of Schedule 'B' Property. The Purchaser/s shall execute declaration, deed of declaration, byelaws, affidavits, undertakings and papers required under the relevant laws in force for submitting the Schedule 'C' Apartment and himself/herself/themselves to the rules and regulations of the Owners' Association.
- 9.2) The Purchaser/s shall observe and perform all the bye-laws, rules and regulations of the owners association/society and shall pay and contribute regularly and punctually towards taxes and other expenses including outgoings in accordance with the terms of this Sale Deed to the said Owners Association as and when demanded.
- 9.3) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in '**MACHANI ANANDA**', but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of Infrastructure and all other amenities, facilities etc.,.

- 9.4) In the event of Owners' Association being formed and registered before the sale by the Sellers, of all undivided ownership shares in the Schedule 'A' Property the power and authority of the said Association of the Owners to manage "**MACHANI ANANDA**" shall be subject to the overall authority and control of the Sellers on all matters concerning the management of "**MACHANI ANANDA**" and of the construction and completion thereof and the amenities pertaining to the same and in particular the Sellers shall have absolute authority and control as regards the flats and the disposal thereof.

10) **SHARING OF COMMON EXPENSES:**

- 10.1) That until formation of an Association by the purchasers of the apartments in '**MACHANI ANANDA**', the Sellers may undertake maintenance and upkeep of the common areas and facilities in '**MACHANI ANANDA**' or entrust the same to a Maintenance Company for the same or to the Association to be formed by the Owners of Apartments in '**MACHANI ANANDA**'. The Purchaser/s shall pay to the Sellers or Maintenance Company or Owners' Association, proportionate sums for maintenance of the common areas and facilities in '**MACHANI ANANDA**'.
- 10.2) The Purchaser/s, from the date of possession of the Apartment is ready for which a notice is served on the Purchaser/s or possession is handed over or deemed to have been handed over, shall be liable to proportionately share and pay the common expenses/maintenance expenses to the Sellers/the Agency appointed by the Sellers for maintenance of all the common areas and facilities in '**MACHANI ANANDA**'.
- 10.3) The Purchaser/s shall pay the Sellers the prescribed sum per Sq. Ft. of super built-up area of the Apartment towards maintenance of the common areas of "**MACHANI ANANDA**" for one year. On formation of the Owners' Association, the balance amount, if any, remaining shall be transferred by the Sellers to the Owners Association. The Purchaser/s further agree/s to pay additional deposits to the Sellers in case the deposit paid has been exhausted and/or not sufficient to meet the outgoings.

- 10.4) It is hereby agreed by the Purchaser/s that from the date the Schedule 'C' Apartment is completed and ready for occupation for which a notice has been received by him/her/their from the Sellers, whether possession is taken by him/her/them or not, the Sellers will utilize the maintenance deposit for one year or till the formation of Owners' Association, whichever is earlier and all the outgoings on general expenses in respect of the property shall be utilized for expenses such as insurance, municipal taxes or other electric and water charges, maintenance and management of "**MACHANI ANANDA**", common lights, sanitation and its repairs, salary to watchman, sweepers, lift operators and all other costs and expenses connected with "**MACHANI ANANDA**". The Purchaser/s shall also be liable to bear and pay all taxes, charges for electricity and other services and the outgoings payable in respect of the Schedule 'C' Apartment from the date of intimation of the Sellers' readiness to deliver possession of the Schedule 'C' Apartment.
- 10.5) The Purchaser/s shall permit the Sellers and/or Maintenance Company and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains or other conveniences belonging to or servicing or used for the Schedule 'C' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc. to the Schedule 'C' Apartment, who have defaulted in paying his/her/their share of the water, electricity and other charges and common expenses and for restoration on payment of all dues.
- 11) **NOT TO ALTER NAME:**
- The Purchaser/s shall not alter or subscribe to the alteration of the name of '**MACHANI ANANDA**' in Schedule 'A' Property and/or alter the names assigned to the residential Towers therein.

12) **RIGHT TO RE-BUILD:**

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

13) **APPLICABILITY:**

The Agreement for Sale between the Sellers and the Purchaser/s, the Construction Agreement between the Sellers and the Purchaser/s and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property and Schedule 'C' Apartment for the Purchaser/s and in the event of there being any inconsistency in the terms, conditions, covenants, rights and obligations of the parties detailed in these three documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the other two Agreements, as otherwise the Agreement for Sale, Construction Agreement and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

14) **STAMP DUTY & REGISTRATION FEE:**

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

15) **PERMANENT ACCOUNT NUMBERS:**

The Income Tax Permanent Account Numbers (PAN) of the parties to this Deed are as under:

Sellers	:	AACCS 2285 G
Purchaser/s	:	

:SCHEDULE 'A' PROPERTY:

All that Property bearing Municipal No.13 situated at 5th Main Road, K.G.Nagar (Kempegowda Nagar), Municipal Ward No.49, Bangalore and land measuring 1,21,668.72 Sq.Ft., and bounded by :-

East : Property of Sri.Shamiah Gowda;
 West : Storm Water Drain;
 North : Road; and
 South : Property of Sri Rama Krishna Mutt.

:SCHEDULE 'B' PROPERTY:
(UNDIVIDED INTEREST HEREBY CONVEYED)

_____ **Sq. Feet** of Undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

:SCHEDULE 'C' PROPERTY:
(DESCRIPTION OF THE APARTMENT)

All that Residential Apartment bearing No.____ in _____ Floor of Wing 'A'/'B' in Tower '___'/'___' in the Project 'MACHANI ANANDA' being built in Schedule 'A' Property and measuring _____ Sq. Feet of Carpet Area and _____ Sq. Feet of Balcony Area and _____ Sq. Feet of proportionate share in Common Areas such as passages, lobbies, lifts, staircases and other areas of common use and totally admeasuring _____ Sq. Feet of Super Built-up Area approximately, with right to use _____ Open/Covered Car Parking Space/s in the Basement Floor/on the Ground Level and the Apartment is bounded by:

East :
 West :
 North :
 South :

The walls are built out of Solid Brick and Cement with RCC Roofing and Vitrified/Ceramic Flooring and it has electricity, water and sanitary connections. The wood used is Teak and windows of UPVC sliding Panels. **(CHECK)**

:SCHEDULE 'D':
:RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment while owning and possessing the said Properties;

- 1) The right to own the Apartment described in Schedule 'C' above for residential purposes only.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorized or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity and sewerage etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Sellers and/or the Agency appointed by the Sellers or Owners' Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in Schedule 'A' Property in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, lease, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER/S:

The purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Sellers and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

- 1) The Purchaser/s shall be bound by the following obligations:
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to utilize the Schedule 'C' Apartment in a manner which would diminish the value or the utility therein.
 - c) Not at any time carry on or permit to be carried on in Schedule 'C' Apartment any noisy, offensive or dangerous trade or pursuit or any other activity which may become in any way a nuisance, annoyance or danger to the Seller or the other apartment owners or occupiers of the other apartments or the neighbors in a manner which would diminish the value or the utility therein.
 - d) Not to use the space left open after construction in Schedule 'A' Property or in '**MACHANI ANANDA**' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - e) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned other than through Sellers or Owners' Association.
- 2) An Owners' Association will be formed by the Owners of the Apartments in '**MACHANI ANANDA**' including Purchaser/s of Schedule 'C' Apartment and agree/s to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the buildings shall be done by Sellers or by maintenance company/ies for one year as aforesaid or till the formation of the Owners' Association whichever is earlier and Purchaser/s accordingly shall pay all common expenses and other expenses, taxes and outgoings in terms of this Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the buildings. The main purpose and object of such association is to take over accounts/finance of the multistoried buildings and the development in '**MACHANI ANANDA**' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and other out goings.

- 3.1) The Owners' Association shall be responsible for upkeep and maintenance of all common areas, roads, and common facilities which are common to all buildings and the expenses therefor shall be incurred from and out of the funds contributed by all the Owners in '**MACHANI ANANDA**'. The Purchaser/s agree/s to make contributions as and when required from time to time.
- 4) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 5) No apartment owner including Purchaser/s 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 apartment and/or facilities in the Schedule 'A' Property.
- 6) The Purchaser/s in the event of leasing the Schedule 'C' Apartment shall keep informed the Sellers or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchaser/s as Temporary Members on payment. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s 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 follows all the rules and regulations that may be prescribed for the occupants of the buildings in '**MACHANI ANANDA**'.
- 7) The Purchaser/s shall use the apartment as a private residence and the car-parking space for parking light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 8) The Purchaser/s shall not do any act that may be against any law, rule, regulation, bye-law of the Bangalore Development Authority/Bruhat Bangalore Mahanagara Palike/other statutory authority or any obligation agreed under any contract and the Purchaser/s shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser/s shall indemnify the Sellers and the other apartment owners who may suffer due to any such acts of omission or commission by the Purchaser/s herein.
- 9) The Purchaser/s shall not make any additions or alterations or cause damage to any portion of the building and maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Sellers had constructed.

- 10) The Purchaser/s shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Sellers or Maintenance Company or Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 11) The Purchaser/s hereby agree/s to the following specific terms and conditions of this Sale Deed with respect to the rights to be created in favour of the Purchaser/s in the building and in the said apartment:
- a) The name and/or apartment number of the Purchaser/s shall be put in standardised letters and colouring only at the location/board that may be designated by the Sellers at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser/s on the exterior of the building or on the outer wall of the apartment.
 - c) The Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser/s shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
 - d) The Purchaser/s shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.
- 12) The Purchaser/s shall not object for use of Common Road/Driveway/ Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions in the Schedule 'A' Property.

- 13) The purchasers of apartments in '**MACHANI ANANDA**' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - c) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - d) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all apartment Owners in '**MACHANI ANANDA**'.
 - e) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
 - f) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - g) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - h) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - i) Drape clothes in the balconies and other places of building.
 - j) Enter or trespass into the Private Garden Areas, Private Terrace Areas, Parking Areas, Garden Areas and Terrace Areas not earmarked for general common use.
 - k) Throw any rubbish or used articles in the Schedule 'A' property other than in the Dustbin provided in the property.
 - l) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers.
 - m) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in '**MACHANI ANANDA**'.
 - n) Trespass into other residential apartments in '**MACHANI ANANDA**' or any apartment in the Schedule 'A' Property or misuse the facilities provided for common use.

- o) Use the Schedule `C' Property as a transit apartment or service apartment and should not let out/permit to use the same on daily/weekly/fortnightly basis.
 - p) Use the Schedule `C' Property for training any skill or art or occupation or conduct any teaching classes or for any other commercial purpose.
 - s) Instal or erect individual Dish Antenna and/or any other equipments and shall make use of the facility provided centrally in Schedule `A' Property.
 - t) Obtain independent telephone/internet connections except from Centralised Infrastructure provided in respect thereto.
 - u) Shall use the intercom services provided by the service provider at the option of the Sellers and shall be liable to pay the service charges as per the invoice / bill raised by the Service provider.
- 14) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 15) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule `A' Property. The Purchaser/s shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in **`MACHANI ANANDA'** or by the Owners' Association.
- 16) The Purchaser/s shall not keep any cattle/live stock in the Schedule `C' Apartment or in Schedule `A' Property and Purchaser/s shall keep all the pets confined within the Schedule `C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 17) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule `A' Property and in the Apartment Building in common with the other Apartment Owners and permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator OWC, STP, Electrical equipments and other Common facilities, etc., and use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Buildings.

- 18) The common areas and facilities shall remain undivided and no apartment owner including Purchaser/s shall bring any action for partition or division of any part thereof. Further the Purchaser/s shall not seek partition of undivided share in the Schedule 'A' Property.
- 19) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in '**MACHANI ANANDA**'.
- 20) The Purchaser/s shall pay to the Sellers or maintenance company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule 'C' Apartment :
 - a) Expenses for maintenance of lifts, OWC, pump sets, generators, sewage treatment plant, electrical fittings and other machineries, sanitary and electrical connections in the building and in '**MACHANI ANANDA**' including the cost of AMC's for these equipments;
 - b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in '**MACHANI ANANDA**';
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basements and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, plants etc. in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) Such other expenses which are common in nature and not attributable to any unit in particular, but relates to the development in Schedule 'A' Property, in general.
 - h) All taxes payable, service charges and all other incidental expenses in general.

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

WITNESSES:

1)

for **M/s.STUMPP, SCHUELE & SOMAPPA PVT. LTD.,**

Director.
SELLERS.

2)

PURCHASER/S.

Drafted by:

Sri.
Advocate,
Bangalore.