

DEED OF SALE

THIS **DEED OF SALE** executed on the XXXXXXXXXX at Bengaluru:

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, Bengaluru - 560 042, (PAN - AACFE6010C), through its duly constituted attorney, **Relationship Properties Private Limited** authorised vide Powers of Attorney dated 28th March 2011 and 30th March 2011 respectively, represented by its authorised signatory Mr. Srirama Vasana (Aadhar No. 938754357165) or Mr. Suresh Kumar (Aadhar No. 339482997759 authorised vide Board Resolution dated 29th September 2014 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 partners from time to time, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners),

2. **ETA Karnataka Estates Limited** (CIN No.U18101TN1996PLC036220), 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, Bengaluru - 560 042 (PAN - AACCB0947J), through its duly constituted attorney, **Relationship Properties Private Limited** authorised vide Powers of Attorney dated 28th March 2011 and 30th March 2011 respectively, represented by its authorised signatory Mr. Srirama Vasana (Aadhar No. 938754357165) or Mr. Suresh Kumar (Aadhar No. 339482997759) authorised vide board resolution dated 29th September 2014, 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**" or "**Landowners**" unless specified separately),

3. **ETA Constructions (India) Limited** (CIN No.U85110TN1995PLC064362), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, "Chennai Citi Centre, # 10 & 11 Dr.

Relationship Properties Pvt Ltd.,

For Relationship Properties Pvt Ltd.,

(Authorised Signatory)
As Attorney Holder for ETA Star Infopark,
ETA Karnataka Estates Limited and
ETA Constructions (India) Limited

(Authorised Signatory)
as Developer

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, Bengaluru - 560 042 (PAN – AAACE7190C), through its duly constituted attorney, **Relationship Properties Private Limited** authorised vide Powers of Attorney dated 28th March 2011 and 30th March 2011 respectively, represented by its authorised signatory Mr. Srirama Vasana (Aadhar No. 938754357165) or Mr. Suresh Kumar (Aadhar No. 339482997759) authorised vide board resolution dated 29th September 2014, 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 - U45200MH2008PTC178830), 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 – Bengaluru - 560 023 (PAN: AADCR8947D), represented by its authorised signatory Mr. Srirama Vasana (Aadhar No. 938754357165) or Mr. Suresh Kumar (Aadhar No. 339482997759) authorised vide Board Resolution dated 7th March, 2018 hereinafter referred to as the **“Developer” / “Promoter”** (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)

Relationship Properties Pvt Ltd.,

For Relationship Properties Pvt Ltd.,

(Authorised Signatory)
As Attorney Holder for ETA Star Infopark,
ETA Karnataka Estates Limited and
ETA Constructions (India) Limited

(Authorised Signatory)
as Developer

AND :

hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in- interest and permitted assignees;

(The Vendors, Developer and the Purchaser collectively referred to as the “**Parties**” and individually referred as the Vendors, Developer and Purchaser/s as the case may be)

WITNESSETH AS FOLLOWS:

I. WHEREAS The Bangalore Woollen Cotton and Silk Mills Company Limited (**‘BWCSMCL’**), purchased the lands popularly known as “City Brick and Tile Works” which is detailed in the table given below, measuring in all about 27 Acres 26 Guntas 35 Poles in Boganahalli and Guttahalli Village, formerly Halsur Hobli, Bengaluru Taluk, (**“City Brick and Tile Works”**), from K. Nanjundappa under a Sale Deed dated 22.02.1930 (registered as Document No. 2015 in Book I, Volume 134, Pages 212 to 223 in the office of the Sub-Registrar Gandhinagar, Bengaluru City). The said K. Nanjundappa had acquired the same from the South India Industrials Limited under a Sale Deed dated 16.02.1930 (registered as Document No.1976 in Book I, Volume 134 at Pages 192 to 211 in the office of Sub-Registrar, Bengaluru City).

Sl. No.	Old Survey No.	Village	Acres	Guntas
1.	23	Boganahalli	8	38
2.	19	Boganahalli	2	17
3.	23	Boganahalli	4	35 Poles
4.	21 (I)	Boganahalli	2	28
5.	21 (II)	Boganahalli	0	20
6.	15 (still earlier 24)	Boganahalli	8	24
7.	32	Guttahalli	0	19

II. WHEREAS City Brick and Tile Works was within the Bengaluru City Municipal Limits and a part of the above lands was bearing Municipal No.1 and 2, Hosakere Road, Bengaluru and the rest were comprised in new Survey No. 10/1, 11 and 12, (earlier bearing Survey No.15, 19, 21 and 23), Boganahalli Village, Halsur Hobli, Bengaluru Taluk and Survey No. 32, Guttahalli Village, Bengaluru Taluk is hereinafter referred to as **‘Binnyfields’**, for the sake of brevity and convenience.

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as Developer

III. WHEREAS though BWCSMCL acquired 27 Acres 26 Guntas 35 Poles vide a Sale Deed dated 22.02.1930, BWCSMCL was always in possession of an extent measuring in all about 33.212 Acres;

IV. WHEREAS the Government of Mysore arrived at an agreement with BWCSMCL which is recorded in the Gazette Notification bearing No.L.4909-MI.79-32-34 dated 02.01.1934 issued by the Deputy Secretary to Government of Mysore and published in the Mysore Gazette on 04.01.1934, wherein the Government of Mysore agreed to acquire and transfer to BWCSMCL, lands in Jodi Kempapura Agrahara Village, Kasaba Hobli, Bengaluru Taluk measuring in all about 45 Acres, which is detailed in table given below and which shall hereinafter be referred to as “**Binnypet Lands**” or “**Jodi Kempapura Agrahara lands**” for sake of brevity and convenience, in exchange for lands in Survey No.8, 9 and 10 of Boganahalli Village which belonged to BWCSMCL, and whereas the Government of Mysore transferred the Jodi Kempapura Agrahara lands to BWCSMCL by way of an Indenture dated 10.03.1934 (registered as Document No. 2360/34-35 in Book I, Volume 281 at Pages 252 to 265 in office of the Sub-Registrar, Bengaluru) along with plan (filed in the Supplemental file of Book I, Volume I at Pages 35 to 36 in office of the Sub-Registrar, Bengaluru);

New Survey No	Acres	Guntas
44	3	39
46	11	30
47 (2 Plots)	6	17
321 (old No.42)	3	25
43	6	22
45	9	13
Govt. land	1	24
Government Voni	1	30
Total	45	00

V. WHEREAS the Government of Mysore, vide a Notification bearing No. L.3178-V.P.62-36-2 dated 21.10.1938, issued by the office of the Secretary to

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Government, Local Self Government Department, declared an extent of 47 Acres 3 Guntas of land in Jodi Kempapura Agrahara, Hosahalli and Hanumanthanagar including Binnypet Lands as a separate local area under the jurisdiction of a special committee known as "Binnypet Committee", thus bringing Binnypet Lands within the jurisdiction of Binnypet Town Municipal Council;

VI. WHEREAS the Government of Mysore, by way of a Notification bearing No. LLH 116 CRB 57 dated 17.12.1959 (Part I), issued by the Deputy Secretary, Government of Mysore, under Section 192 (1) of Mysore Village Panchayats and Local Boards Act, 1959 read with Section 21 of the Mysore General Clauses Act, quashed the Notification dated 21.10.1938;

VII. WHEREAS a portion of Binnyfields having already come within the jurisdiction of the Bangalore Municipal Corporation, the remaining portion of the lands in Binnyfields and Binnypet Lands together measuring about 69.34 Acres were also brought within the jurisdiction of the Corporation of City of Bengaluru by way of another Notification bearing No. LLH. 116 CRB 57 dated 17.12.1959 (Part II) issued by the Deputy Secretary, Government of Mysore, issued under Section 3 (9) of the City of Bangalore Municipal Corporation Act, 1949, and the portion described as Government Land and Voni in the Indenture dated 10.03.1934 measuring in all about 3 Acres 14 Guntas out of the Binnypet Lands do not appear to be mentioned in the Notification dated 17.12.1959;

VIII. WHEREAS the Government of Karnataka acquired the Binnypet Lands for construction of a residential area for the BWCSML's workers and transferred the same to BWCSML in exchange for lands in Boganahalli in the year 1934, and whereas pursuant thereto the Binnypet Lands were brought within the jurisdiction of the Binnypet Town Municipal Council in the year 1938 and thereafter Binnypet Town Municipal Council merged with the Bangalore City Corporation; and the Bangalore City Corporation has assessed the Binnypet Lands to tax in continuation of its predecessor, Binnypet Town Municipal Council and taxes were paid to the Bangalore City Corporation;

IX. WHEREAS BWCSMCL has issued debenture stock and to secure the payments of the principal and interest and other monies intended to be secured, BWCSMCL created an English Mortgage interalia of Binnypet Lands (viz., 45 Acres) and Binnyfields (viz., 33.212 Acres), in favour of State Bank of India, the trustees for the stockholders under Trust Deed dated 20.09.1967 (registered as Document No.4201/1967, Book I, Volume 1745 at pages 95 to 188 in office of the joint Sub-Registrar, Madras);

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X. WHEREAS BWCSMCL filed Company Petition No. 8 of 1969 and Binny Limited filed Company Application No. 42 of 1969 under Sections 391(2) and 394 of the Companies Act 1956, before the High Court of Mysore, at Bengaluru seeking for sanction of the scheme of amalgamation, and whereas the High Court of Mysore at Bengaluru, vide an Order dated 03.10.1969 in Company Petition No.8 of 1969 read with Company Application No. 42 of 1969, accorded sanction to the scheme of amalgamation wherein BWCSMCL and Binny Limited were amalgamated into Binny Limited. All the property rights specified in Part I, II and III of Schedule II to the Order dated 03.10.1969 and other property, powers and claims of the BWCSMCL stood transferred and vested in Binny Limited by operation of law. Binnypet Lands and Binnyfields are reflected in Part I of Schedule II to the Order dated 03.10.1969;

XI. WHEREAS Binny Limited, with the consent of the stockholders, obtained a release from the mortgage and obtained reconveyance of Binnypet Lands and Binnyfields amongst other properties, under a Deed of Re-conveyance dated 23.11.1983 (registered as Document No. 3586/1983, Book I, Volume No. 418, at Pages 291 to 296 in office of the District Registrar, Madras South) executed by State Bank of India, as trustees for the holders of debenture stock issued by BWCSMCL;

XII. WHEREAS the High Court of Judicature at Madras in WP No.14856 of 2003, W.P Nos.18599, 18600 of 2003 and W.P Nos.1399 to 1402 of 2003 passed an order as under:-

- a. Binny Limited was declared as a Sick Industrial Company and was registered with the Board for Industrial and Financial Reconstruction (BIFR) in 1993. The BIFR sanctioned a scheme of Rehabilitation, which envisaged the induction of ETA Group as co-promoters of Binny Limited and the settlement of dues of its secured creditors on a one-time settlement (OTS) basis.
- b. As a part of implementing the scheme of rehabilitation the promoters / co-promoters brought in substantial funding by way of capital and the BIFR de-registered Binny Limited from its purview in the year 1996. Due to unprecedented floods in Chennai in July 1996, the B & C Mills, Chennai operations were suspended. The scheme for rehabilitation sanctioned on OTS of dues of secured creditors, was declared as failed in the year 1999.
- c. The B & C Workers Union challenged the BIFR Order dated 12.01.1996 de-registering Binny Limited from its purview and the High Court of Madras, vide an Order dated 25.02.1998, quashed the BIFR de-registration Order dated 12.01.1996 and directed the BIFR to consider the implementation of scheme

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de-nova.

- d. The BIFR as per the direction of the High Court of Madras reviewed the implementation of the sanctioned scheme of rehabilitation of 1994 and declared the same as failed, vide its Order issued in September 1999.
- e. A fresh Rehabilitation scheme was sanctioned by BIFR on 13.12.2001 and at a review held on 01.07.2002, the BIFR declared the scheme of December 2001 also as failed and issued a show cause notice for winding up of Binny Limited. The BIFR also gave one month's time to Binny Limited / existing promoters of Binny Limited to come up with acceptable revised proposal.
- f. A revised draft of rehabilitation scheme was submitted to BIFR for sanction. BIFR refused to sanction the revised scheme of rehabilitation by its Order dated 24.02.2003.
- g. Binny Limited filed an appeal before the Appellate Authority for Industrial and Financial Reconstruction (AAIFR) praying for sanction of the revised scheme of rehabilitation. The AAIFR vide its Order dated 9.5.2003 dismissed the appeal.
- h. Binny Limited filed a Writ Petition bearing WP No.14856 of 2003, before the High Court of Judicature at Madras and the Hon'ble High Court by its Order dated 24.09.2003 set aside the BIFR Order dated 24.02.2003 and AAIFR Order dated 09.05.2003 and directed the BIFR to approve the scheme of rehabilitation submitted by Binny Limited.
- i. The BIFR, following the direction of the Hon'ble High Court vide its Order dated 22.10.2003 in Case No.48/93, sanctioned the scheme of rehabilitation under Section 18 of Sick Industrial Companies (Special Provisions) Act, 1985, interalia demerging / having / transferring certain assets and liabilities of Binny Limited to Binny Karnataka Limited and the effective date of demerger was 01.04.2003.
- j. Binny Limited requested BIFR to issue suitable orders to give effect to the demerger of its assets and liabilities. The BIFR, vide an Order dated 11.03.2004 in Case No.48/93, exempted Binny Limited and Binny Karnataka Limited from the applicability of Section 391 and 394 of the Companies Act, 1956, especially the scheme for demerger that has been sanctioned by the BIFR under Section 18 (6A) of the Sick Industrial Companies (Special Provisions) Act, 1985 and permitted Binny Limited to proceed further with bifurcation of its assets and liabilities to Binny Karnataka Limited as per the prescribed provisions of the sanctioned scheme and accordingly on sanction of scheme under Section 18(6A) of the Sick Industrial Companies (Special

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Provisions) Act 1985, the assets bifurcated to Binny Karnataka Limited stood transferred and vested to Binny Karnataka Limited and the liabilities bifurcated to Binny Karnataka Limited became the liability of Binny Karnataka Limited. On account of vesting of the property by virtue of Section 18(6A) of the Sick Industrial Companies (Special Provisions) Act 1985, the said scheme does not attract any stamp duty under the Karnataka Stamp Act, 1957.

- k. Binny Limited and Binny Karnataka Limited filed a Memorandum of Implementation and Compliance dated 24.03.2004 recording the compliance of demerger in terms of BIFR Order dated 22.10.2003 in Case No.48/93.

XIII. WHEREAS Binny Karnataka Limited was incorporated under the Companies Act, 1956 on 01.08.1996 vide Certificate of Incorporation and Certification of commencement of business. The fresh Certificate of Incorporation, issued consequent of Certificate of change of name dated 05.05.2004, discloses that Binny Karnataka Limited underwent a change in name with effect from 05.05.2004 to ETA Karnataka Estates Limited, being the Vendor No. 2 herein.

XIV. WHEREAS over the years, several parcels of lands measuring in all about 9.3423 Acres out of the total extent of 33.212 Acres in Binnyfields and out of 45 Acres in Binnypet Lands, were sold, transferred, exchanged /acquired as detailed in table given hereunder: -

Transaction Date	Registration details	Name of Transferee	In Acres	In Square Feet	In Square Metres	In Square Yards
Sale Deed dated 31.10.1973 (registered as Document No.2565/73-74 in Book I, Volume 385, at Pages 225 to 233 in the office of Sub-Registrar, Srirampuram, Bangalore)	2565/73-74	Binny Mill Workers and other Laborers Co-operative Housing Society Limited	6.163	2,68,460.50	2,49,405.56	29,828.92
Sale Deed dated 02.07.1974 (registered as Document No.1312/74-75 in Book I, Volume 421, at Pages 239 to 244 in the office of the Sub-Registrar, Srirampuram,	1312/74-75	Employees State Insurance Corporation	0.6010	26,181 (26,812)	2,432.21	2,909

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as Developer

Transaction Date	Registration details	Name of Transferee	In Acres	In Square Feet	In Square Metres	In Square Yards
Bangalore)						
Exchange Deed dated 30.06.1978 (registered as Document No.303/79-80, Volume 2722 at Pages 128 to 132 in the office of the Sub-Registrar, Bangalore, Gandhinagar)	303/79-80	Corporation of the City of Bangalore	0.3415	14,877	1,382.07	1,653
Exchange Deed dated 30.06.1978	303/79-80	Corporation of the City of Bangalore	.0057	252	23.41	28
02.06.1992 (acquisition for formation of Road) (Document No. 14)	—	Bangalore Mahanagar a Palike	0.0929	4,050	376.94	449.63
Exchange Deed dated 23.09.1994 (registered as Document No. 1916/94-95, Book I, Pages 246-250, Volume 1709 of the office of the Sub-Registrar, Bangalore)	1916/94-95	Nishani Shamanna	0.25	10,890	1,011.68	1,210
Lease 31.08.1999	Unregistered	Karnataka Power Transmission Corporation Limited	0.1469	6,400	594.56	711.11
Sale Deed dated 23.12.2004 (registered as Document No. SRI-1-04454/2004-05, Book I, stored in C.D. No. SRID28 in the office of the	4454/2004-05	Somanna Trust	1	43,560	4046.72	4,840

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as Developer

Transaction Date	Registration details	Name of Transferee	In Acres	In Square Feet	In Square Metres	In Square Yards
Sub-Registrar Sriramapuram, Bangalore District)						
Sale Deed dated 14.12.2009 (registered as Document No.SRI- 1-01774/2009-10, Book I, stored in C.D. No. SRID88 in the office of the Senior Sub- Registrar, Srirampura, Bangalore District)	1774/200 9-10	Karnataka Power Transmissi on Corporation Limited	0.7413	32,292	2,999.92	3,588
Total			9.3423	4,06,950.5 88	37,805.709	45,216.732

XV. WHEREAS a Memorandum of Understanding dated 05.03.1999 was entered into between and by Binny Mills Management and the ex-employees of Binny Mills, wherein it was agreed that sites would be formed by Binny Mills in an extent of 8 Acres in Binnypet Lands and would be allotted to its ex-employees, and whereas taking into consideration the roads and amenities also provided, in all an extent of 14.5 Acres being the northern portion of Binnypet Lands and Binnyfields measuring about 68.8697 Acres (i.e., after deducting 9.3423 Acres from and out of the Binnypet Lands and Binnyfields) lands were set aside for formation of a layout for the ex-employees of Binny Limited (**"New Binny Layout"**). M/s. Binny Karnataka Limited and thereafter its successor ETA Karnataka Estates Limited have already executed several sale deeds with regard to the sites formed in New Binny Layout in favour of its ex-employees and the remaining 54.3697 Acres was retained by Binny Limited.

XVI. WHEREAS Vendor No. 2 retained 54.0307 Acres in Binnypet Lands and Binnyfields and developed separately 0.339 Acres (1376 square metres) of land in Binnypet Lands and Binnyfields facing Goripalya Main Road (now known as Jagajeevanram Nagar). On an application made by Vendor No. 2 on 01.08.2006, the Assistant Revenue Officer, Bangalore Mahanagara Palike vide Special Notice bearing Wale/PR/KTR/82/2006-07 dated 14.09.2006 assessed to tax the said portion of Binnyfields and Binnypet Lands measuring in all about 14,810 square feet (1,376 square metres) or 0.339 Acres and assigned a New Municipal No.1, J.J.R. Nagar Main Road, K. H. Ranganatha Colony, Ward No.44, Bangalore.

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For Relationship Properties Pvt Ltd.,

(Authorised Signatory)
As Attorney Holder for ETA Star Infopark,
ETA Karnataka Estates Limited and
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as Developer

XVII. WHEREAS that portions adjoining the northern boundary of Binnypet Lands and Binnyfields i.e., property transferred to Somanna Trust, portions used for formation of road and layout known as New Binny Layout, the land exchanged with Nishani Shamanna and the land transferred to KPTCL Transmission Corporation Limited; the portions adjoining the southern boundary i.e., Goripalya Main Road i.e., lands transferred to Binny Mills Workers and other Labourers Co-operative Housing Limited, Employees State Insurance Corporation and the lands acquired for formation of road; and the portions adjoining the western boundary i.e., New Binny Layout; were all transferred / disposed of over a period of time and thus out of the total extent of 78.212 Acres in Binnypet Lands and Binnyfields, in all 54.0307 Acres remained in Binnypet Lands and Binnyfields ("**Remaining Property**"), with Vendor No. 2.

XVIII. WHEREAS over the years, Binnyfields and Binnypet Lands which had come within the jurisdiction of the Corporation of City of Bangalore, have been assigned with the following Municipal Numbers, which is issued by the then Bangalore City Corporation later known as Bangalore Mahanagara Palike and presently known as Bruhat Bangalore Mahanagara Palike as under:-

Sl. No.	Property	Extent	Municipal No.	Khatedars
1	Binnypet Lands	45 Acres	1 to 89 Binnypet	Binny Karnataka Limited
2	Binnyfields	33.212 Acres	1 to 4/5, Hosakere Road	Binny Karnataka Limited
3	Binnypet Lands	1,76,242.44 sq. m. (43.551 Acres)	1 to 89 Binnypet	ETA Karnataka Estates Limited
4	Binnyfields	1,01,815.75 sq. m. (25.160 Acres)	1 to 4/5, Hosakere Road	ETA Karnataka Estates Limited
5	Binnypet Lands + Binnyfields (after amalgamation post deduction of the areas transferred / sold over a period of time)	2,78,058.91 sq. m. (68.71 Acres)	Municipal No.1, Hosakere Road	ETA Karnataka Estates Limited
6	Binnypet Lands + Binnyfields (after amalgamation post deduction of the areas)	24,66,832 sq. ft (56.63 Acres)	Municipal No.1, Hosakere Road	ETA Karnataka Estates Limited

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Sl. No.	Property	Extent	Municipal No.	Khatedars
	transferred / sold over a period of time)			

XIX. WHEREAS pursuant to portions of Binnypet Lands and Binnyfields being sold, transferred / conveyed, the Remaining Property was 54.0307 Acres.

XX. WHEREAS Vendor No. 2, ETA Star Property Developers Limited, Confirming Party, ETA Properties & Investments Private Limited, ETA Builders Private Limited Maricar Estates Private Limited, ETA Estates Private Limited together constituted themselves into a partnership under the name and style ETA Star Infopark, being the Vendor No. 1 herein under of a Deed of Partnership dated 02.07.2008. Vendor No. 2, by way of its capital contribution, contributed an extent of 41.9325 Acres and retained the balance extent of 12.0982 Acres from the Remaining Property. The property contributed as capital by Vendor No. 2, by operation of law, vests in Vendor No. 1.

XXI. WHEREAS 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 in 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.

XXII. WHEREAS the Vendor No. 2 and the Confirming Party subsequently modified the above mentioned Joint Development Agreement by way of Rectification Deed dated 31.03.2011, restricting 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 further, the remaining extent of 5.04 acres is available to the Vendor No. 2 for development;

XXIII. WHEREAS 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.

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(Authorised Signatory)
as Developer

XXIV. WHEREAS 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 in 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 JDA have also executed two Powers of Attorney dated 28th March 2011 (Registered as Document No. 63/2010-11, in Book IV, CD No. SRID 102 in 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 in office of the Sub Registrar Srirampuram, Bangalore), the said two Powers of attorney are hereinafter referred to as the “**POAs**”, inter alia authorizing the Developer to develop as well as 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 revenue from the sale of the constructed area amongst them in terms of the JDA;

XXV. WHEREAS on the application made by the First Party 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**”.

XXVI. WHEREAS 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.

XXVII. WHEREAS 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 part of parks and open spaces land, road of which area the FAR will be consumed in the Larger Property.

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as Developer

XXVIII. WHEREAS 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 pertains to the development of residential, commercial and hospitality (the **“Development”**) in portions of the Larger Property.

XXIX. WHEREAS as part of the Development, the Developer is developing a multi-storied residential apartment complex comprising of multiple phases, on 46.39 Acres undivided share from and out of the Larger Property (hereinafter referred to as the **“Schedule ‘A’ Property”**), which shall be known as “Park West” and is hereinafter referred to as the **“Park West”**.

XXX. WHEREAS the floor area ratio (FAR) consumed from approximately 94,304.27 square metres of allocable undivided share from and out of the Schedule ‘A’ Property (hereinafter referred to as the **“Schedule ‘B’ Property”**) would be utilised for the construction of Seven (7) residential towers in Park West and the remaining land area of approximately 42,393.82 square metres of allocable undivided share from and out of the Schedule ‘A’ Property would be developed in subsequent phases as residential development of Park West by the Developer or anyone claiming through the Landowners / Developer.

XXXI. WHEREAS the Park West is being developed in several phases, which would be constructed from time to time, by the Developer or anyone claiming through the Landowners / Developer with each of the phases being independent project in terms of the Act.

XXXII. WHEREAS the Developer has secured plan sanction from the Bruhat Bengaluru Mahanagara Palike (BBMP) vide their sanction bearing LP No. JDTP(S)/LP31/2010-2011 dated 18.09.2015 (the **“Sanctioned Plan”**) for developing 7 phases utilising the FAR of part of the land area out of the Schedule ‘A’ Property, i.e., the Schedule ‘B’ Property.

XXXIII. WHEREAS the First Party have registered the tower “Park West - MULBERRY” as Phase III under the provisions of the Act with the Real Estate Regulatory Authority of Karnataka, and the Regulatory Authority has registered the Phase III as a project Park West – MULBERRY and granted Registration No.

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as Developer

PR/KN/170729/000292 to the Project. The website for the Project is “www.park west.co.in”;

XXXIV. WHEREAS the Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of Park West and the Common Amenities and Facilities of the Park West, which are not covered under the Phase Association for maintenance in Park West, shall be maintained by the Apex Association (defined below). These Common Areas of Park West and Common Amenities and Facilities of Park West shall be completed by the Developer or anyone claiming through the Landowners / Developer from time to time, however, all of which shall be completed on all the Phases of Park West being complete. The Common Areas and Common Amenities and Facilities of Park West will get connected upon the completion of all the Phases of the Park West.

XXXV. WHEREAS in terms of the Scheme (defined below) formulated by the Developer, any Person/s interested in owning a Private Residence (defined below) in the Project will be entitled to proportionate undivided share in the land out of the Schedule ‘B’ Property.

XXXVI. WHEREAS the First Party by executing Deed of Declaration of the Project dated 30.05.2018 (Registered as Document No. 1956/2018-19, Book I, CD No. VJND204 in the office of the Sub-Registrar, Vijayanagar, Bengaluru) 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 “**Mulberry Owners’ Association**” under the said Karnataka Apartment Ownership Act 1972;

XXXVII. WHEREAS the First Party by executing the Deed of Declaration of Park West dated April 16th, 2018 (Registered as Document No.518/2018-19, Book I, CD No. VJND202 in the office of the Sub-Registrar, Vijayanagar, Bengaluru) under the provisions of The Karnataka Apartment Ownership Act 1972, and Rules made thereunder, has submitted Park West development thereunder and has constituted an association under name and style “**Park West Apex Association**” under the said Karnataka Apartment Ownership Act, 1972;

XXXVIII. WHEREAS in terms of the Scheme formulated by the Developer, the Purchaser herein being interested in owning a Private Residence, after being satisfied with the title of the Vendors to the Schedule ‘A’ Property and the Sanctioned Plan, entered into an Agreement for Sale (*defined below*) to purchase **548.78** square feet of undivided share, which is morefully described in Part A of Schedule ‘C’ below,

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as Developer

and have also entered into a Construction Agreement (*defined below*) with the Developer to get constructed and own a Private Residence No.**MB1003** on the Tenth Floor of Wing-B of Mulberry Tower in Phase III of the said Project (i.e., Private Residence bearing No.T3-10-10 on the Tenth Floor of Wing-B of Tower-03 as shown in the Building Sanction Plan), having a Carpet area of **1,227.23** square feet, and Super Built Up Area of **1822** square feet which is inclusive of utility area of **58.29** square feet and balcony area of **75.14** square feet along with **Two Single** car parking space(s) in the basement which is more fully set out in Part B of Schedule "C" below;

XXXIX. WHEREAS the Developer has received an Occupation Certificate (as defined below) from the BBMP (Bruhat Bengaluru Mahanagara Palike) [Authority] bearing No. JDTP (S)/ADTP/OC/01/18-19, dated 09.04.2018 for the Project of Park West-Mulberry;

XL. WHEREAS the Purchaser has gone through the Deed of Declaration of the Project and Deed of Declaration of Park West and Bye-Laws along with all other schedules annexed thereto and accepted the same and hereby undertakes to abide the Deed of Declaration of the Project and Deed of Declaration of Park West and the rules and regulation thereunder. The Purchaser along with this Sale Deed has also executed and registered a declaration in Form "B" to become a member of the Association and the Apex Association under the Karnataka Apartment Ownership Act, 1972;

XLI. WHEREAS the Purchaser has paid the entire Sale Consideration for the Property hereby conveyed, in accordance with the payment plan under the Agreement for Sale and Construction Agreement and has now called upon the First Party to execute this Deed of Sale;

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as Developer

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

1.1. **DEFINITIONS**

In this Sale Deed the following capitalised 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 where the context so requires and would include all the amendments thereto from time to time;
- (b) **“Agreement for Sale or Agreement to Sell”** means the agreement dated 31.12.2014 entered into by the Purchaser and the First Party to sell the Schedule “C” Undivided Share;
- (c) **“Apex Association”** shall mean an association formed by the First Party pertaining to the management and maintenance of the Common Areas of Park West and the Common Amenities and Facilities of Park West, which association shall be formed under the provision of Karnataka Apartment Ownership Act, 1972 and its rules or such other law as may be applicable;
- (d) **“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 include the Act wherever the context so requires;
- (e) **“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 Project as per the provisions of the Karnataka Apartment Ownership Act, 1972;
- (f) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas of Project and the Common Amenities and Facilities of Project;

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- (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 Project”** shall mean and include areas demarcated and declared as the common areas of Project and as detailed in Annexure 1 hereto. The Common Areas of Project 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 Project;
- (i) **“Common Areas of Park West”** shall mean and include the areas as demarcated and declared as common areas of the Park West and as detailed in Annexure 2 hereto. The Common Areas of Park West will be completed from time to time and are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Apex Association to be followed by all the owners / occupiers of the Private Residences of all the Phases in Park West.
- (j) **“Common Amenities & Facilities of Project”** shall mean and include those amenities and facilities of the Project as detailed in Annexure 3 hereto. The Common Amenities and Facilities of Project 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 in the Project.
- (k) **“Common Amenities & Facilities of Park West”** shall mean and include those amenities and facilities of Park West as detailed in Annexure 4 hereto. The Common Amenities and Facilities of Park West are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or the Apex Association to be followed by all the owners / occupiers of the Private Residences of all the Phases in Park West.
- (l) **“Construction Agreement”** shall mean the agreement dated 31.12.2014 entered into between the Developer and the Purchaser to get the Schedule ‘C’ Private Residence constructed through the Developer;
- (m) **“Deed of Declaration of Park West”** shall mean the deed of declaration executed by the First Party by submitting the Park West, Common Areas of Park West and the Common Amenities and

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Facilities of Park West to the concerned authority under the provision of the Karnataka Apartment Ownership Act, 1972;

- (n) **“Deed of Declaration of the Project”** shall mean the deed of declaration that has been executed by the First Party by submitting the Project, Common Areas of the Project and the Common Amenities and Facilities of the Project to the concerned authority under the provision of the Karnataka Apartment Ownership Act, 1972;
- (o) **“First Party Covenants”** shall mean the covenant given by the First Party in terms of Clause 6 hereof.
- (p) **“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;
- (q) **“Limited Common Area”** shall mean any exclusive garden area attached to any specified Private Residences, any exclusive terrace area attached to any specified Private Residences, that are carved out from and out of the common areas of the Project and which are allotted for the exclusive use by such Private Residences as they would be attached to and capable of being used by these Private Residences and to be maintained by these Private Residences at their cost and not as part of the Common Area of the Project. The Purchaser Car Parking shall also be a part of the Limited Common Area and the allottees of their respective car parking space shall have the exclusive right thereto to the exclusion of other Owner of the Private Residences. The maintenance of the Purchaser Car Parking and other car parking spaces shall form part of the common maintenance cost of the Common Areas of the Project and the Common Amenities and Facilities of the Project;
- (r) **“Occupancy Certificate”** means the certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of the said Project, and pursuant thereto permitting occupation of the Private Residence in the said Project for which the occupation certificate is issued;

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- (s) **"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;
- (t) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (u) **"Phase/s"** shall mean the phase/s developed by the Developer or being developed in Park West by the Developer or anyone claiming through the Landowners / Developer.
- (v) **"Phase Association"** shall mean an association of owners of a particular Phase of Park West, formed under a deed of declaration of that Phase.
- (w) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of development on the Schedule 'B' Property and as detailed in Recital L.
- (x) **"Private Residence/s"** shall mean the residential units together with non-exclusive use of Common Areas of Project and Park West and the Common Amenities and Facilities of Project and Park West;
- (y) **"Project"** shall mean the Phase **"Park West - MULBERRY"** of the development known as Park West constructed on Schedule 'A' Property based on the FAR achieved on the Schedule 'B' Property and which is shown in Black colour in the Plan annexed as Annexure 5 hereto;
- (z) **"Purchaser Car Parks"** shall mean the exclusive car parking spaces being single or tandem or both, 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 Annex 6 hereto;

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as Developer

- (aa) **"Purchaser Covenants"** shall mean covenant given by the Purchaser in terms of Clause 7 hereof;
- (bb) **"Residence Owners / Owners"** shall mean any owner or owners of Private Residence/s in the Project or Park West as the context may require;
- (cc) **"Rights and Obligations 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".
- (dd) **"Sale Consideration"** shall mean the consideration paid by the Purchaser for the sale of the Property Hereby Conveyed under this Sale Deed;
- (ee) **"Sale Deed"** shall mean this deed of sale, including recitals, the schedules hereto;
- (ff) **"Schedule "A" Property"** shall mean the land on which Park West is being developed in multiple phases by the Developer or anyone claiming through the Landowners / Developer and ascribed to the term in Recital XXIX and more fully described in the Schedule "A" hereto;
- (gg) **"Schedule 'B' Property"** shall have the meaning ascribed to the term under Recital XXX.
- (hh) **"Schedule "C" Property"** shall mean the Private Residence which is constructed for the Purchaser, under the Scheme with corresponding undivided share and more fully described in Part B and Part A respectively of Schedule "C" hereto;
- (ii) **"Schedule "C" Private Residence"** shall mean the Private Residence constructed under the Scheme and more fully described in Part B of Schedule "C" hereto;
- (jj) **"Schedule "C" Undivided Share"** shall mean the undivided share out of the Schedule "B" Property set out in the Part A of Schedule "C" hereto corresponding the Schedule "C" Private Residence;
- (kk) **"Scheme"** shall mean the scheme of development of Park West under which Persons interested in owning a Private Residence in Project (a) would have to acquire undivided share corresponding to the Private Residence (which undivided share is from and out of the Schedule 'B'

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Property) and (b) to get the Private Residence constructed, from the Developer and own the same.

- (ll) **“Specifications”** shall mean the specifications of construction of the Schedule ‘C’ Private Residence set out in Annexure 7 hereto or any equivalent thereto in terms of quality;
- (mm) **“Structural Defects”** shall mean any structural defect or defect as defined in the Act relating to the Project;
- (nn) **“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 (iv) utility area (v) terrace area (wherever applicable) and a proportionate share of the Common Areas of the Project and such of the common area of Project used for housing the Common Amenities and Facilities of the Project;

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.
- e) Harmonious Interpretation and Ambiguities within the Sale Deed:
 - i. Between two Clauses of this Sale Deed, the provisions of the specific Clause relevant to the issue under consideration shall prevail over general provisions in the other Clauses.
 - ii. Between the provisions of this Sale Deed and the Appendices, the Sale Deed shall prevail, save and except as expressly provided in the Sale Deed or the Appendices.

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- iii. Between any value written in numerical or percentage and in words, the words shall prevail.
- 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:

In pursuance of the foregoing and in consideration of the Sale Consideration of **Rs.XXXXXXX (Rupees _____ only)** paid by the Purchaser to the Developer, 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,

- (a) an undivided **XX square feet** 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;
- (b) A Private Residence bearing No ____ on the ____ Floor of _____ of the development known as "Park West" (i.e., Private Residence bearing No. _____ as shown in the Building Sanction Plan) having a Carpet area of **xxx** square feet, and Super Built Up area of **xxx** square feet

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which is inclusive of utility area of **xx** square feet, balcony area of **xx** square feet and a proportionate share of the Common Areas of the Project and such of the common area of Project used for housing the Common Amenities and Facilities of the Project along with Two Single Car Parking space/s in the basement and, which is more fully detailed in the Part B Schedule "C" hereto and hereinafter referred to as "**SCHEDULE "C" PRIVATE RESIDENCE**", 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 "C" Undivided Share and Schedule "C" Private Residence are together hereinafter referred to as "**PROPERTY HEREBY CONVEYED**";

3. POSSESSION

The First Party has delivered possession of the Schedule "C" Undivided Share 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" Private Residence to the Purchaser on this day and in this regard the Purchaser agrees, declares and accepts that:

- (a) The area of the Schedule "C" Private Residence and the area of the Purchaser's Car Park/s are as per Sanction Plans and as agreed under the Construction Agreement;
- (b) The Common Amenities and Facilities of the Project and the Specifications of the Schedule "C" Private Residence are as per the agreed terms under the Construction Agreement;
- (c) Quality of construction and development of the Project and the Schedule "C" Private Residence is as per the Construction Agreement;
- (d) The Common Areas of the Project and the Common Amenities and Facilities of the Project are as per the Agreement to Sale and the Construction Agreement;
- (e) The Developer has completed all its obligations with regard to the Schedule "C" Private Residence and accordingly the Developer is completely

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discharged from all its obligations save and except the defect liability during the period provided in the Act.

- (f) The sale of the Schedule "C" Undivided Share is only to enable the Purchaser to construct and own the Schedule "C" Private Residence and the Purchaser shall not be entitled to seek partition or separate possession of the Schedule "C" Undivided Share;
- (g) The Purchaser/s have on this day joined the Apex Association formed under the Deed of Declaration of Park West 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 Deed of Declaration of Park West and the Rules / Bye-Laws there under and as may be amended from time to time;
- (h) The Purchaser/s have this day joined the Owners Association formed under the Deed of Declaration of the Project 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 Deed of Declaration of the Project and the Rules / Bye-Laws there under and as may be amended from time to time.

4. AMENITIES CENTRE FACILITY:

- 4.1. The Purchaser is fully aware that the Developer will be providing an amenities centre on the civic amenity site or portion thereof which shall be handed over to the Apex Association on the same being formed. The said amenities centre will be managed by the Developer or any operator that the Developer may appoint until the Apex Association is formed. The Purchaser herein will be entitled to the use of such amenities centre on purchase of the Schedule 'C' Property. The Purchaser will be required to pay charges for construction and providing the amenities centre over and above the Sale Consideration. The Purchaser/s will also be required to pay a sum, as mutually agreed upon, as deposit being the corpus for the amenities centre. The amounts of this corpus to be handed over to the Apex Association on handing over of the Apex Association to its members. The above amounts shall be exclusive of the taxes and the Purchaser will pay the taxes as may be applicable there on.

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- 4.2. 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 Apex Association. The Apex Association on handing over of the amenities centre and its facilities will be responsible to manage, maintain and operate the same.
- 4.3. Apart from any other rules and regulations that would be formulated by the Developer and or the operator of the amenities centre and / or the Apex Association, the fundamental use of the amenities centre shall be in the manner set out below:
- 4.3.1. Membership to the amenities centre shall be restricted to a maximum of Three (3) family members plus Two (2) immediate dependents per Private Residence.
- 4.3.2. In the event the property is purchased by a partnership firm, then a partner or any authorised representative of the said partnership firm occupying the Schedule "C" Private Residence would be entitled to use the said amenities centre on payment of the subscription charges for the facilities provided in the amenities centre.
- 4.3.3. In the event the Schedule "C" Private Residence is purchased by a public limited or a private limited company, any Person occupying as the authorised occupier on behalf of the said company shall be entitled to the use of the said amenities centre on payment of the subscription charges for the facilities provided in the amenities centre.
- 4.3.4. In the event of inheritance, the Person inheriting and occupying the Schedule "C" Private Residence shall be entitled to membership of the said amenities centre on payment of the subscription charges for the facilities provided in the amenities centre.
- 4.3.5. In the event of there being any co-owner of Schedule "C" Private Residence such co-owners occupying the Schedule "C" Private Residence will be entitled to the use of the said amenities centre on

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as Developer

payment of the subscription charges for the facilities provided in the amenities centre.

- 4.3.6. In any other case like tenancy, lease, license etc, the occupier of the Schedule "C" Private Residence will be entitled to the use of the said amenities centre on payment of the subscription charges for the facilities provided in the amenities centre.

5. FORMATION OF OWNERS ASSOCIATION AND APEX ASSOCIATION AND MEMBERSHIP OF THE OWNERS ASSOCIATION AND APEX ASSOCIATION

- 5.1 The Purchaser has become member of the Owners' Association and Apex Association by executing this Deed of Sale and agrees to abide by the terms thereof and participate in the administration and other aspects of the Project and Park West constructed on the Schedule "A" Property and accordingly the Purchaser has also executed the Form B for becoming a member of the Association and the Apex Association 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 of the Project and Deed of Declaration of Park West, the said Owners Association and Apex Association shall also be responsible for maintaining the Common Areas of the Project and the Common Amenities and Facilities of the Project and Common Areas of Park West and Common Amenities and Facilities of Park West.
- 5.3 The Purchaser/s is aware that the Developer will be responsible for the maintenance of the Common Areas of the Project and Common Amenities and Facilities of the Project till the taking over of the maintenance of the Project by the Association and Common Areas of Park West and Common Amenities and Facilities of Park West till the taking over of the maintenance of the Project or Park West by the Apex Association as provided in the Act. 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 or Apex Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of

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such maintenance, management, control and regulation of the Project or Park West.

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

- (a) 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 Vendors are the absolute owners of the Schedule "C" Undivided Share and no person other than the Vendors have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "C" Undivided Share;
- (c) The Developer has constructed the Schedule "C" Private Residence and is entitled to the Schedule "C" Private Residence and no person other than the Developer has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "C" Private Residence constructed and conveyed;
- (d) 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;
- (e) 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;
- (f) All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (g) The Vendors joined by the Developer have the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;
- (h) 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

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the original documents of title to the Apex Association of all co-owners of the Schedule "A" Property on the completion of all the Phases of the Park West on the Schedule "A";

- (i) 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;
- (j) The Vendors 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 Vendors;
- (k) That while conveying any undivided 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;

7. THE PURCHASER/s COVENANT/S AND UNDERTAKE/S AS UNDER:

- (a) The Purchaser shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas 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 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) The Purchaser 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 Project and Apex Association with regard to Park West;
- (c) The Purchaser hereby accept to conform to the rules and regulation that have been framed while subjecting the Property Hereby Conveyed and the

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Park West, under the provision of the Karnataka Apartment Ownership Act, 1972;

- (d) The Purchaser is in full knowledge of the Applicable Laws applicable to the Park West 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 Hereby Conveyed at the Purchaser's/s' own cost;
- (e) The Purchaser/s has joined the Association and Apex Association formed by the First Party. The Purchaser along with this Sale Deed have also executed Form B for becoming a member of the Association and the Apex Association as provided in the Karnataka Apartment Ownership Act, 1976;
- (f) Commencing from 1st March' 2019, the Purchaser/s shall regularly pay the maintenance charges that may be imposed by the Developer / Association / Apex Association or the Agency employed for such maintenance of the Project and the Purchaser/s shall also pay any maintenance deposit / sinking fund amounts;
- (g) The Purchaser/s have inspected the Schedule "C" Private Residence and Specification, Common Areas of Project, Common Amenities and Facilities of Project provided therein and after being satisfied, taken conveyance and the possession of the Property Hereby 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 Park West and 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 Project / Park West 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 Project or the Park West is handed over to the Association or the Apex Association that has been formed, the Developer

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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 for the Phase or Park West as the case may be. The Purchaser along with the Association of Owners and Apex Association shall ensure that periodical inspections of all such equipment and facilities in the Phase or Park West as the case may be 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 of Project and the Common Amenities and Facilities 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 Annexure 6 below;
- (m) The Purchaser cannot hold the Developer responsible for any breakages caused to any of the finished works in the Schedule "C" Private Residence being handed over to the Purchaser during the course of the interior works.
- (n) 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 Park West on the Schedule "A" Property.
- (o) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas of Project, Common Amenities and Facilities of the Project and Common Areas of Park West and Common Amenities and Facilities of Park West as may be prescribed by the Developer and the Owners Association or Apex Association from time to time. The Purchaser will not place any material or obstruction in the Project or the Common Areas of the Project and Common Areas of Park West and Common Amenities and Facilities of Park West.

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- (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 Project, and to carry out any internal works or repairs as may be required by the Association;
- (q) The Purchaser shall become member of the Apex Association formed of all the owner of the Private Residences for the maintenance and management of the Common Areas of Park West and any of the Common Amenities and Facilities of Park West. The said Common Areas of Park West and the Common Amenities and Facilities of Park West shall be used in common by all the owners of the Private Residences of the all the Phases of the Park West.
- (r) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project or Park West, it being acknowledged that neither the Purchaser nor the Association have any right to seek such change.

8 DEFECT LIABILITY PERIOD:

In the event any Structural Defect in relation to the Project is brought to the notice of the Developer by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued, the Developer shall attend to the same within Thirty (30) days of such notice or such other time period as may be reasonably required to rectify the Structural Defects at its cost. In the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive /recover appropriate compensation in the manner as provided under the Act. Provided always that, if any Structural Defect or damage is found to have been caused due to any act of omission or commission of the Purchaser or any other purchaser/s or due to the negligence of the Purchaser or any other purchaser/s or his / her / their 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" Private Residence other than for its intended purpose or such other reasons

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attributable to the Purchaser, then neither the Developer nor the Vendors shall be liable for any complained Structural Defects.

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.

LARGER PROPERTY

All the piece and parcel of land bearing Municipal No. 1/1, (Old No.1) Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bengaluru - 560 023 in all measuring about 52.8337 Acres and which is shown in **dark black -.- (dash dot dash)** outline in the plan enclosed as Annexure 5 hereto bounded as under:

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'

46.39 Acres of land carved from and out of the Larger Property on which residential development known as Park West is being developed and which is shown in hatched grey in the plan Annexure 5 hereto and bounded as under:

East	Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road) and Portion of Municipal No. 1/1 retained by ETA Karnataka Estates Private Limited;
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 / Royapuram;

SCHEDULE 'B'

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An undivided 94,304.27 square metres share of land area out of the Schedule "A" Property, based on which the Developer has achieved the FAR for the construction of Project.

SCHEDULE 'C'
(Description of Property Hereby Conveyed)

Part A: An undivided **xxx** square feet share corresponding to the Schedule "C" Private Residence taking into consideration the FAR achieved for the Project from and out of Schedule "B" Property.

Part B: The Private Residence bearing No **xxx** on the ____ Floor of _____ of the development known as "**Park West**" (i.e., Private Residence bearing No. _____ as shown in the Building Sanction Plan) having a Carpet area of **xxx** square metres (i.e., xx square feet) and super built up area of **xx** square metres (i.e., xx square feet) and a proportionate share of the Common Areas of the Project and such of the common area of the Project used for housing the Common Amenities and Facilities of the Project along with ____ Car Parking space/s in the basement.

The Schedule 'C' Private Residence is shown in plan Annexure 8 hereto.

The Schedule "C" Property and the Purchaser/s Car Parking Spaces is shown in plan enclosed as Annexure 9 hereto.

NOTE: This Sale Deed is in compliance with the provisions of Section 194-IA of the Income Tax Act, 1961 and TDS, if any, has been deducted.

SCHEDULE – 'D'
RIGHTS OF THE PURCHASER:

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- I. The Purchaser shall be entitled to the use and occupy of Property Hereby Conveyed, subject to the terms and conditions contained in this Deed of Sale and Association Agreements;
- II. The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
- III. The right to subjacent, lateral, vertical and horizontal support for the Property Hereby Conveyed from the other parts of the Project;
- IV. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Property Hereby Conveyed 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 Project and the Schedule "A" Property or any part thereof;
- V. 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 Project, however, recognising and reciprocating such rights of the other owners;
- VI. The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Private Residence 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;

SCHEDULE – E
OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Private Residences in the Project the necessary vertical, horizontal and lateral support and reciprocate and recognise the rights of the other owners in the Project;
- 2) 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 Property Hereby Conveyed is located and also in the Common Areas of the Project;

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- 3) The Purchaser shall not at any time, carry on or cause / permit to be carried on in the Property Hereby Conveyed or any part thereof in the Park West, 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 Park West or any thereof;
- 4) Except for leasing or rental permitted under this Schedule E, the Purchaser shall use the Property Hereby Conveyed only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;
- 5) The Purchaser understands and agrees that any time after the sale of the Property Hereby Conveyed and the handover of the Property Hereby Conveyed, 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 Deed of Sale and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Association.
- 6) The Purchaser shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked for Purchaser Car Parks, and the same shall be reserved for the use by the Association for rendering maintenance service;
- 7) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project 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 of the Project. The liability for such share shall commence from the date of execution of this Sale Deed.
- 9) 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 execution of this Sale Deed or Two (2) months from the date of receiving the Occupancy Certificate, whichever is earlier;

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- 10) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Developer;
- 11) The Purchaser shall carry out their interior works in the Schedule 'C' Private Residence 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 Property Hereby Conveyed from the date of execution of this Sale Deed or Two (2) months from the date of receiving the Occupancy Certificate, whichever is earlier.
- 13) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Property Hereby Conveyed 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 Property Hereby Conveyed, 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 along 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 of the Project 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 Project 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

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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 Property Hereby Conveyed into the common areas and passages;
- 20) The Purchaser will not dry clothes outside on the balconies of the Property Hereby Conveyed;
- 21) The Purchaser shall not install any additional water tanks in the Property Hereby Conveyed.
- 22) The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Park West and the Project 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 Property Hereby Conveyed, walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Project, 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 Project or the Property Hereby Conveyed and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation / façade / décor of the Project. 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 Developer.

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Annexure 1
(Common Areas of the Project)

XXX	XX
	XX
	XX

Annexure 2
(Common Areas of Park West)

Common areas of Park West	Podium Fire Escape staircases - for Towers 1 to 7
	Pump Room - for Towers 1 to 7
	DG Room - for Towers 1 to 7

Annexure 3
(Common Amenities and Facilities of the Project)

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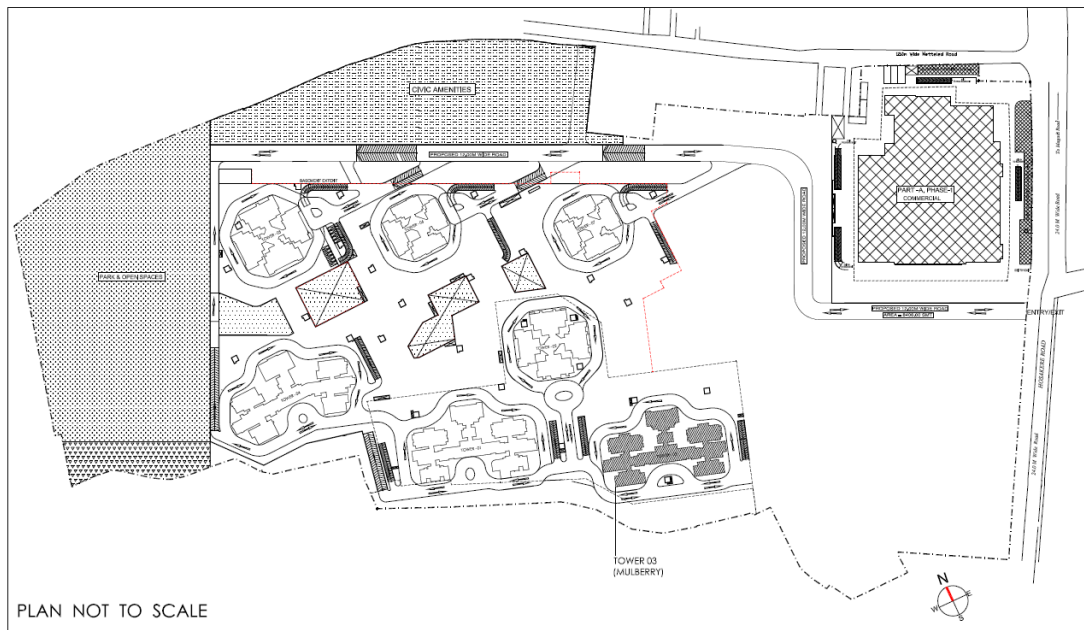
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Annexure 4
(Common Amenities and Facilities of Park West)

Common amenities & facilities of Park West	Club house /Amenity Centre
	Water Treatment Plant
	STP - Sewage effluent shall be treated, and the treated water shall be used for flushing and landscaping
	OWC - Organic Waste Converter - would convert all organic waste to manure which will be used for landscaping.
	Landscape

Annexure 5
(Plan showing the Project in highlighted in dark black color, the Larger Property outlined in dark black -- (dash dot dash) and the Schedule 'A' Property hatched in grey)



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Annexure 6
(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 Hereby 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 Park West 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 recognise the Developer's right to re-allocate spaces as required.

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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.

Annexure 7
(Specifications)
General Specifications for xxx:

Structure:-

- Earthquake resistant structure (Seismic Zone II compliant).
- Flat plate structure, Block masonry.
- 9'3" (Nine feet three inches) Floor to Ceiling clear height.

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For Relationship Properties Pvt Ltd.,

(Authorised Signatory)
 As Attorney Holder for ETA Star Infopark,
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 as Developer

Plastering:-1

- Internal walls smoothly plastered and finished with wall care putty.

Painting & Polishing:-

- Interior walls finished with acrylic emulsion paint & ceiling with water / oil bound distemper.
- Exterior walls with textured / emulsion paint.
- Laminate for internal doors.
- Enamel paint for MS railings.
- PU/Melamine polishes on both sides of main door.
- Maid's room walls & ceiling with water / oil bound distemper.

Flooring:-

- Vitrified flooring for living, dining and family areas.
- Vitrified flooring in master bedroom and other bedrooms.
- Vitrified flooring in kitchen.
- Anti-skid ceramic flooring in balcony & utility area.
- Ceramic flooring for maid's room.

Common Areas:-

- Elegant double height ground floor entrance lobby; flooring and cladding in Granite & co-ordinated materials.
- Upper floors lobby flooring and cladding in vitrified tiles; Granite dado around lift door.
- Staircase flooring in Granite with water / oil bound distemper paint on walls & ceiling.

Toilet:-

- Anti-skid ceramic tiles flooring and Ceramic tiles dado in all toilets.
- Granite vanity counter top with ceramic wash basin in all the toilets (except maid's toilet).
- Sanitary ware (wash basin, EWC) in all toilets of Kohler or equivalent make.
- Wall mounted hot / cold shower mixer of Kohler or equivalent make.
- Health faucet of Kohler or equivalent make.
- Provision for storage water heater in each toilet (except maid's toilet).
- Exhaust fan in all toilets (except maid's toilet).
- Mirror, toilet paper holder, soap tray, towel rod in all toilets (except maid's toilet).

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Main Door:-

- 8 feet tall pre-engineered door frames and shutters finished with teak veneer & PU / Melamine polish on both sides.
- Good quality hardware of Godrej or equivalent make.

Other Internal Doors:-

- 7 feet tall pre-engineered door frames with commercial flush door shutters laminate on both sides.
- Good quality hardware of Godrej or equivalent make.

Windows:-

- UPVC sliding doors with fly mesh for all decks.
- UPVC sliding windows with fly mesh (no fly mesh in UPVC casement Windows).
- Safety grills with enamel paint for all windows & utility area up to second floor.

Kitchen / Utility:-

- Adequate electrical & plumbing points.
- Provision of water purifier & Instant geyser point in the Kitchen.
- Provision for washing machine in utility.
- Reticulated gas system with individual meter for each apartment.
- Kitchen granite counter top with single bowl single drain stainless steel sink & vitrified tiles dado up to 2 feet high above the counter.

Electrical:-

- TV points in living room & all bedrooms.
- Fire resistant wires of reputed make.
- Branded modular switches.
- One Miniature Circuit Breaker (MCB) for each circuit provided at the main distribution box within each apartment.
- For safety, one Residual Current Circuit Breaker (RCCB) for every apartment.
- Provision for telephone points in living room and master bedroom.
- Split A/C power point in living room & all bedrooms with provision to keep A/C outdoor units.

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Back-up Generator:-

- 100% power backup for lights in common areas lifts, water supply and fire pumps.
- DG power backup of 1 Kw for 2-bedroom apartments, 1.5 Kw for 3-bedroom apartments, 3 Kw for 3-bedroom super luxury apartments.
- 3 Kw for Penthouses & Garden Duplexes.

Lifts:-

Automatic 9 no. passenger lifts of reputed make in Mulberry.

Security Systems:-

- Video door phone in all apartments.
- Round the clock manned security with CCTV coverage between main entry of the complex and each tower reception lobby.

Telephone with Intercom Facility:-

- Intercom facility between main lobby of each tower, main entry point to the complex and individual apartments.
- Telephone and broadband provision for each apartment.

Fire Safety:

- All apartments will have sprinkler system.
- Fully automatic fire protection system.
- Fire hydrant system in each block / floor, including external yard hydrants.

Environment Conservation: -

- IGBC pre-certified gold rating for reducing the consumption of energy, water and materials to ensure improvement of public health, safety and environment.

Additional specifications for Garden Duplexes, Penthouses

- Premium polished vitrified tiles for living, dining and family areas. Engineered wooden flooring in master bedroom of Garden Duplexes and Penthouses only.
- Door shutter finished with teak veneer & PU / Melamine polish on both sides. All toilet's door shutter will be finished with teak veneer on the outside and painted on the inside.

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- Toughened glass shower panel with door in the attached toilet of the master bedroom.
- Single lever diverter unit for shower in the attached toilet of the master bedroom of Kohler or equivalent make.
- Stainless steel hand railing with laminated glass for internal staircase for Garden Duplexes and Penthouses only.
- High-end version of video door phone.

**Annexure 8
(Plan of the Schedule “C” Private Residence)**

(Enclosed)

**Annexure 9
(Plan indicating the Purchaser/s Car Parking Space in the Basement of the Project)**

(Enclosed)

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as Developer

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

WITNESSES:

1)

VENDOR NO. 1

2)

VENDOR NO. 2

CONFIRMING PARTY

DEVELOPER

Drafted by:

PURCHASER

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For Relationship Properties Pvt Ltd.,

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