

ABSOLUTE DEED OF SALE

THIS ABSOLUTE DEED OF SALE executed on the ___ day of _____, Two Thousand ____ (___/___/20__):

BY:

1. Shri. B. Lingappa, Aged about 62 years, S/o. Shri. B. Boraiah
2. Smt. Prema, Aged about 49 years, W/o Shri. B. Lingappa,
3. Ms. Chaitra, Aged about 24 years, D/o. Shri. B. Lingappa,
4. Sri. Harsha, Aged about 21 years, S/o. Shri. B. Lingappa,

All are residing at: No.10, Lingappa Block, Ramakrishnaiah Street, Seshadripuram, Bangalore – 560010,

(The “**OWNERS**” shall hereinafter be referred “Vendor Party No. I”, which expression shall, wherever the context so requires or admits, mean and include their respective heirs, executors administrators and assigns);

All the “**Vendor Party No. I**”, are represented by their General Power of Attorney, M/s. Cyma Investments Pvt Ltd., having office at No.204, Rajani Gandha, Garden Apartment, 21st Vittal Mallya Road, Bangalore, represented by its Director, Sri.Gopal P Shinde.

M/s. Cyma Investments Pvt. Ltd., Represented by its Director Mr. Gopal P Shinde Having its office at No. 204, Rajni Gandha, Garden Apartments, 21, Vittal Mallya Road, Bangalore – 560 001, hereinafter referred to as the **Developer**, (which term shall mean and include their successors in office, executors, administrators, legal representatives and assignees).

AND

M/s. Parth Constructions Pvt. Ltd., Represented by its Director Mr. Gopal P Shinde Having its office at No. 204, Rajni Gandha, Garden Apartments, 21, Vittal Mallya Road, Bangalore – 560 001, (A sister concern of M/s. Cyma Investments Pvt. Ltd),

Hereinafter referred to as '**CO-DEVELOPER**' (which term shall mean and include their successors in office, executors, administrators, legal representatives and assignees).

(the DEVELOPERS and CO-DEVELOPER') (hereinafter referred to as the "**VENDOR PARTY NO.II**" which expression shall wherever the context so requires or admits, mean and include, its partners from time to time and their respective heirs executors administrators and assigns);

The Vendor Party No. I and the Vendor Party No. II together herein referred to as the "**VENDORS**",

IN FAVOUR OF

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Hereinafter referred to as "**PURCHASER/S**", which expression shall, wherever the context so requires or admits, mean and include his/her heirs, executors, administrators and assigns.

WITNESSETH

WHEREAS the immovable property bearing Survey No. 164/1, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk measuring an extent of 2 acres 20 guntas (including 2 Guntas Of Kharab), presently coming under the limits of Bruhath Bangalore Mahanagara Palike, Bangalore hereinafter called the 'Schedule 'A' Property' which is more fully described in the Schedule 'A' hereunder, was originally owned by Mr. N. Ramaraju s/o. late Nanjappa having acquired under a Sale Deed dated 01.11.1961 from Smt. Akkayamma, wife of late Chennakrishnappa and her children namely K. Ramegowda and Krishnappa registered as Document No. 7375/61-62 of Book I Volume 2089 Pages 1 to 4 in the Office of Sub Registrar, Bangalore North Taluk, Bangalore.

WHEREAS the said N. Ramaraju sold the Schedule 'A' Property to Mr. Ramegowda S/o. Chennakrishnappa under a Sale Deed 14.07.1977 registered as document No. 1666/76-77 of Book I in Volume 3028 at pages 25 to 26 in the office of Sub Registrar, Bangalore North Taluk, Bangalore.

WHEREAS thereafter the said Mr. Ramegowda conveyed the Schedule 'A' Property in favour of Mr. B.Lingappa and B. Shankar under a Sale Deed dated 20.10.1982 registered as document No. 2801/82-83 of Book I in Volume 3617 at Pages 148 to 152 in the office of Sub Registrar, Bangalore North Taluk, Bangalore. Though the land was purchased by the said B. Lingappa and B. Shankar, the Schedule 'A' Property was treated as one of the assets of their hindu undivided joint family consisting of Sri B.L. Boraiah, as the Kartha and Shri. B. Ramakrishna, Shri. B. Lingappa, Shri. B. Shankar and Shri. B. Prasad as the members of the Hindu Undivided Family.

WHEREAS the aforesaid Karta and members of the Hindu Undivided Family (HUF) namely B.L. Boraiah and his Children viz, Shri. B. Ramakrishna, Shri. B. Lingappa, Shri. B. Shankar and sri. B. Prasad caused partition of the properties belonging their HUF under a Partition Deed dated 27.03.2003 registered as document No. 4317/2003-04 of Book I, stored In CD No.YVK48 in the Office of the Sub Registrar, Yelahanka, Bangalore. In the said Partition, the Schedule 'A' Property was settled in favour of Mr. B. Lingappa (the Vendor No. 1 herein).

WHEREAS since settlement of the Schedule 'A' Property in favour of the Vendor No. 1, the Vendor No. 1 to No. 4 are in peaceful possession and enjoyment of Schedule 'A' Property. The said property was converted from agricultural to non agricultural residential purpose in terms of Official Memorandum bearing No. ALN/SR/ 48/06-07 dated 29-02-2008, issued by the Special Deputy Commissioner, Bangalore. The Schedule 'A' Property is presently situated within the limits of Bruhat Bangalore Mahanagara Palike (BBMP) and the Vendor/s have been paying applicable property taxes thereof regularly to the BBMP, Bangalore.

WHEREAS the Land Owners and M/s Cyma Investment Pvt., (the Developer herein) have entered into a Joint Development Agreement (JDA) dated 28.06.2006 registered as Document No.7681/2006-07, CD No. YAND 207, Book-I, in the office of the Sub

Registrar, Yelahanka, Bangalore, wherein the Land Owners and the Developer have reached an agreement to jointly develop the Schedule 'A' Property into a multistoried residential apartment as per the terms and conditions stipulated in said JDA. On the even date, the Land Owners executed a General Power of Attorney (GPA) dated 28.06.2006 and got the same registered as document No. BNG (U) YLNK/178 2006-2007 of Book IV in the office of the Sub Registrar, Yelahanka, Bangalore, empowering the Developer to develop the Schedule 'A' Property and to sell 60% undivided share in the Schedule 'A' Property together with 60% of saleable built up area in the proposed residential apartment complex on the Schedule 'A' Property in favour of prospective Purchaser/s.

WHEREAS by virtue of JDA and GPA, the Developer is entitled for 60% undivided share in the Schedule 'A' Property and 60% of saleable built up area in the proposed residential apartment complex to be constructed on the Schedule 'A' Property.

WHEREAS the Vendor/s and the Developer have further entered into an Addendum to JDA on 17.06.2009, wherein the Parties have agreed to amend certain terms and conditions of JDA.

WHEREAS M/s Parth Constructions Pvt. Ltd., (the Co-Developer herein) is a sister concern of the Developer and has been engaged in development and construction activities.

WHEREAS the Developer and Co-Developer have reached agreement and entered into Memorandum of Understanding (MOU) on 21.12.2012, wherein the Co-Developer has been assigned with development of the Schedule 'A' Property into multi storied apartment complex under name and style 'Parth Gardenia' and power to sell apartment units in Parth Gardenia falling into share of the Developer as per terms and conditions stipulated in JDA, GPA and MOU.

WHEREAS the Developer got the plan sanctioned for construction of a multistoried apartment complex comprising of basement + ground + 6 upper floors on the Schedule 'A' Property by the Bangalore Development Authority (BDA) by Letter dated

12.05.2008. Subsequently the Co-Developer has obtained a revised Plan Sanction by BDA under a Letter bearing No. 77/2012-13 dated 24.12.2012.

WHEREAS the Vendor Party No.II, as per the said Joint Development Agreement, formulated a Scheme for development of the Schedule 'A' Property by constructing a Residential Apartment Complex known as "Parth Gardenia" consisting Basement, Ground and 8 Upper Floors with common entrances, lobbies, staircase, passages, lift, (hereinafter referred to as the "BUILDINGS or RESIDENTIAL COMPLEX") .

WHEREAS by virtue of the said Joint Development Agreement, the Co developer became entitled to sell undivided share to the extent of 60% to persons desirous of owning apartment in the Residential Complex being developed on the Schedule 'A' Property and by virtue of the assignment agreement, the Developer is entitled to receive all the consideration towards such sales of undivided share of land and the cost of construction from such Purchasers directly;

WHEREAS, the Land owners and the Developer have also entered a Rectification cum Confirmation Deed to the Registered Joint Development Agreement dated 28.06.2006, on 5.02.2014 which has been registered as document No.3023/2013-14, Book-1, C D No. MLSD71 in the Office of the Sub-Registrar, Malleshwaram, Bangalore. Both the parties have also entered into a Rectification Deed to the General Power of Attorney dated 28.06.2006, on 5.02.2014 which has been registered as document No.318/2013-14, Book-4, C D No. MLSD71, in the Office of the Sub-Registrar, Malleshwaram, Bangalore. Both the parties to this agreement have also entered into a Flat Allocation Agreement dated 5.02.2014 with regard to the allocation of the flats constructed on the Schedule A Property.

WHEREAS the Purchaser/s herein have inspected the documents of title relating to the Schedule 'A' Property as well as the Sanctioned Plan, specifications, designs and specifications prepared by the Architects, the Scheme of development and other documents relating to the Project and after being satisfied about the title of Vendor Party No. I and the Scheme formulated by the Vendor No.II, and the right of the

Vendor No. II, and has joined the said scheme and has agreed to purchase from the Vendor No. II herein, an Apartment bearing No._____in the _____ Floor in the _____Wing of the Residential Complex "PARTH GARDENIA", along with 0.----- % equivalent to_____sq. feet of undivided share in the Schedule 'A' Property, which apartment and the undivided share are more fully set out in the Schedule B below and hereinafter referred to as the "SCHEDULE B PROPERTY" OR "THE PROPERTY HEREBY CONVEYED" for a total sale consideration of Rs._____/-(Rupees _____ Only).

WHEREAS the Purchaser having paid the entire sale consideration of Rs._____/-(Rupees _____ Only) to the Developer, for the Schedule B Property, which the Developer is entitled to receive, has called upon the Vendors to execute this Deed of Sale;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of Rs._____/-(Rupees _____Only) paid by the Purchasers to the Developer as detailed below, the receipt of which the Vendors hereby accept and acknowledge in full and final settlement of the price, the Vendors hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, an Apartment bearing No._____ in the _____Floor in the _____ Wing of the Residential Complex known as "Parth Gardenia" measuring _____ sq. feet of super built area along with the exclusive use of one car parking space in the Stilt floor of the building along with to 0._____% equivalent to _____ Sq. feet undivided share in the land comprised in the Schedule 'A' Property, the said apartment and the undivided share are more fully described in Item Nos.1 and 2 of the Schedule B hereunder and together hereinafter referred to as the "SCHEDULE B PROPERTY" or "PROPERTY HEREBY CONVEYED" with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as absolute owner, subject to the covenants herein contained;

The Vendor Party No. I duly confirmed by Vendor Party No. II have delivered possession of the Item No. 1 of the Schedule 'B' Property to the Purchaser by placing

the Purchaser in joint possession of the Schedule 'A' Property and the Vendor Party No. II has delivered the full, free and vacant possession of the Schedule 'B' Property;

The Purchaser covenants that the Purchaser shall not be entitled to seek partition or separate possession of Schedule B Undivided share;

That the Purchaser shall be bound by the restrictions, obligations and entitled to the rights enumerated in Schedule D and E below in regard to the Schedule B Apartment and the enjoyment of the grounds, common areas and other matters connected therewith;

I. **THE VENDORS COVENANT WITH THE PURCHASERS AS FOLLOWS:**

1. That the Purchasers shall be entitled to hold, possess and enjoy the Schedule 'B' Property and the income and profits received therefrom, subject to the terms of sale, without any interference or disturbance by the Vendors or any one claiming any legal title thereto;
2. That the title of the Vendor Party No. I to the Schedule 'A' Property is good, marketable and subsisting and that the Property hereby conveyed is not subject to any encumbrances, attachments, Court or acquisition proceedings or charges of any kind;
3. That the Vendors have the power to convey the Schedule 'A' Property and none else has any right, title, interest or share therein and that there is no impediment for this sale under any law, order, decree or contract;
4. That the Vendors have already delivered a set of copies of the title deeds relating to the Schedule 'A' Property to the Purchasers, as what is conveyed is only a share in the Schedule 'A' Property and the original documents shall be handed over to the Apartment Owners' Association;
5. Those of the Purchasers who are allotted and sold the terraces attached to their apartment, will be entitled to such terrace rights and those Purchasers, who are

entitled to private Garden area in the ground floor attached to their apartment, will be entitled to such garden area.

6. That the Vendors shall, whenever reasonably required by the Purchasers and at the cost of the Purchasers, do and execute all acts, deeds and things for more fully and perfectly assuring the title of the Purchasers to the Property hereby conveyed;
7. That the Vendors shall keep the Purchasers fully indemnified and harmless against any action or proceedings, loss or liability, cost or claim that may arise against the Purchasers or the Property hereby conveyed, by reason of any defect in or want of title on the part of the Vendors;
8. That while conveying any share in the Schedule 'A' Property to others, the Vendors shall not confer on such transferee/s, any right which is not reserved for or conferred on the Purchasers herein, 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 Purchasers herein in terms of this deed of sale;

II. THE PURCHASERS COVENANT WITH THE VENDORS AS UNDER:

1. That the Purchasers shall observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Bruhat Bangalore Mahanagara Palike, or any other Appropriate Authority, in regard to ownership or enjoyment of the Schedule 'B' Property and pay all taxes, rates and cesses in regard to the Schedule 'B' Property;
2. That the Purchasers shall be entitled to the rights enumerated in Para IV (A) below and shall be bound by the obligations enumerated in Para IV (B) below in regard to the Schedule B Apartment and the enjoyment of the grounds, common areas and other matters connected therewith;
3. That the Purchasers shall not in any manner interfere with the right of the Vendors with regard to the remaining of the undivided share in the Schedule 'A' Property and the construction of the remaining portion of the Residential Complex and the apartments therein;

4. That the Purchasers shall not put up any hoarding, name plates, graffiti etc., in places other than the area demarcated and allotted by the Vendor Party No. II or the Association in the Building;
5. That the Purchasers shall not have any objection to the Vendors. I retaining the ownership and the exclusive rights to sell / allot the Terrace or garden area or any part thereof to the Purchasers of the Apartment/s in the Building or any other apartment owner and or any other party;
6. That the Purchasers shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule B Apartment and not change the outside colour scheme, outside elevation/facade/decor of the Building;
7. The Purchasers shall not raise any objection to the rights reserved by the Vendor Party No. I and or the Vendor Party No. II under this deed of sale;
8. That the Purchasers hereby accepts to conform to the rules and regulation that have been framed while subjecting the Schedule "A" Property and the apartment constructed thereon under the provision of the Karnataka Apartment Ownership Act, 1972;
9. That the Purchasers shall regularly pay the maintenance charges that may be imposed by the Developer/Association or the Agency employed for such maintenance of the Complex and the Purchasers shall also pay any maintenance deposit/sinking fund amounts;
10. That the Purchasers have inspected the Schedule B Apartment and all the fittings, fixtures, amenities and facilities provided therein and after being satisfied, taken possession of the Schedule B Apartment.
11. The Purchasers covenants that the Purchasers shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the building, as may be prescribed by the statutory authority and/or the association of owners.
12. The Purchasers with the other owners of the apartment building shall ensure and cause that at all times the annual maintenance contracts valid and subsisting with regard to all safety equipments, such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control equipments, pumps, motors and other equipments as well as to take all such

steps to ensure safety in and at the terrace levels, walls/cladding, swimming pool and other places. The Purchasers is fully aware that non payment towards the annual maintenance contracts will adversely affect the safety of the apartment building and adversely affect safety and operation of all the equipments installed in the building;

13. That the Purchasers along with the other apartment owners of the building shall at all times ensure that all necessary certificates, licenses, permits, permissions, insurances are renewed and kept valid and subsisting;
14. After the maintenance of the building is handed over to the Association that has been formed, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regard to the facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchasers shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments;

III. RIGHTS AND OBLIGATIONS OF THE PURCHASERS IN REGARD TO THE SCHEDULE 'A' PROPERTY:

a. RIGHTS OF THE PURCHASERS:

1. The Purchasers and all persons authorised by the Purchasers (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 staircases, lift, passages and common areas (except the Basement, earmarked, Terrace, Garden area and Car Parking Spaces which have been allotted exclusively and form part of limited rights) in Schedule 'A' Property;
2. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'B' Property from the other parts of the Building;
3. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule B Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires, which are or may at any

time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;

4. The right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, however, recognising and reciprocating such rights of the other apartment holders;
5. The right of entry and passage for the Purchasers and agents or workmen of the Purchasers to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule B Apartment 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 Apartment owners and making good any damage caused;
6. The Purchasers have the right to use the common areas provided in the Schedule 'A' Property including pathways, open spaces, parking areas and other common amenities and facilities in the Schedule 'A' Property;

b. OBLIGATIONS OF THE PURCHASERS:

1. The Purchasers shall not, at any time, carry on or suffer to be carried on in the Schedule 'B' Property or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Owner or the other Apartment owners or occupiers or the neighbours or which may tend to depreciate the value of other apartments or any part thereof.
2. The Purchasers shall use the Schedule B Apartment only for Residential purposes;
3. The Purchasers shall give to the other apartments, necessary vertical, horizontal and lateral support and reciprocate and recognise the rights of the other Apartment owners in the Building as are enumerated in the Part A above;
4. The Purchasers shall remain a member of any Association of Owners formed under the Karnataka Apartment Ownership Act, for the purpose of attending to the matters of common interest, including repairs, maintenance, white washing, painting etc., in respect of the Building and to maintain the compound walls and all other common areas. The Purchasers will observe and perform the terms

and conditions, Bye-laws and the Rules and Regulations prescribed by such Association;

5. The Purchasers will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common along with the other apartment owners 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 Apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as staircases etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Association to be formed by or among the Apartment owners in the Building;
6. The Purchasers shall duly and punctually pay the proportionate share of Corporation, Municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the Building, and the housing colony and charges for maintenance of services, like water, sanitation, electricity etc., salaries of the employees of the Organisation and other expenses in regard to the Building as may be determined by the Managing Committee of the Organisation from time to time. The liability for such share shall commence from the date when the Apartment is ready for occupation, irrespective of whether the Purchasers takes possession thereof or not. If the Organisation does not come into existence by the date the Apartment is ready, the Purchasers shall pay such share of taxes/expenses etc., to the Vendor Party No. II, as may be determined by the Vendor Party No. II;
7. The Purchasers agrees that the Purchasers shall pay regularly without default the maintenance charges as raised by Vendor Party No. II or any other entity appointed by the Vendor Party No. II for the maintenance of the Building and such maintenance charges shall include all the amounts payable with regard to the common interest, including repairs, common maintenance and maintenance of common amenities and facilities, therein etc., of the Building compound walls and other common areas. The Vendor Party No. II shall have the right to discontinue the maintenance services in case of non-payment/default by the Purchasers or other apartment owners. The Vendor Party No. II or its appointees has the absolute discretion to terminate the maintenance of the building on the completion of one year and hand it over to

the Apartment Owner's Association. In case, the Apartment Owner's Association is not formed, the Vendor Party No. II will introduce any other agencies for the maintenance work for the Schedule 'A' Property and give one-month prior notice to the owners before leaving the maintenance work. The Vendor Party No. II or its appointees shall not be held responsible for any maintenance work whether the owners have appointed any other agencies or not.

8. The Purchasers, if he deems necessary, shall insure the Schedule B Apartment against loss or damage by fire or any other calamities for the full value thereof.
9. The Purchasers shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, rubbish/refuse shall not be thrown out of the Apartment;
10. The Purchasers shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the Building, other than the apartment of the Purchasers and to carry out any internal works or repairs as may be required by the Managing Committee of the Organisation;
11. The Purchasers shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'B' Property and not change the outside colour scheme, outside elevation/facade/decor of the Building;
12. The Purchasers shall not alter or subscribe to the alteration of the name of the Project and the Building, which shall be known as "ELEGANT EDEN" even after the formation of the Association of Owners;
13. The Vendors have the right to demarcate or retain the Terrace Areas, Garden Areas, Parking Areas out of the available common areas and to allot these areas to specific Purchasers in the building or Schedule A Property for their exclusive use and enjoyment;
14. The Purchasers shall not park any vehicle/s in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Purchasers. After completion of the Block and after obtaining possession of their respective apartment, the Apartment owners may by mutual agreement, set apart or demarcate any part of the common area as a parking lot for bicycles and two wheelers;

15. The Purchasers shall not be entitled to claim partition of his/her share in the Schedule 'A' Property and/or the Said building and the same shall always remain undivided and impartible;
16. The Purchasers shall not store in the Schedule B Apartment or in the common passage any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Schedule 'B' Property is situated or storage of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the building in which the Schedule 'B' Property is situated including entrances of the building, and in case any damage is caused on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of breach;
17. The Purchasers shall permit the Vendor Party No.II and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his premises or any part thereof for the purposes of repairing any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to or use for said building and also for the purpose of laying down, maintenance, repairing and testing drainage, gas and welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchasers or the occupier of such other premises, as the case may be, shall have committed default in paying his share of the water tax and/or other outgoings and the electric charges and all other outgoings.
18. The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Schedule 'A' Property and the Building in which the Schedule 'B' Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
19. The Purchasers shall not keep anything in the common passage, staircase, terraces, walls or any other common place and not to display any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the building.

The Vendor Party No. II shall have the right to throwaway such things without any notice if anything is found in breach of this clause.

20. The Purchasers shall not close verandah or balconies without the sanction and permission of the Vendor Party No. II and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the Schedule 'B' Apartment or the Building.

PERMANENT ACCOUNT NUMBER

The Permanent Account Number of the Vendor Party No.I, Vendor Party No.II, and the Purchasers are as follows:-

- (a) Vendor Party No.I :
- (b) Vendor Party No.II
- (c) Purchaser .

SCHEDULE – A

All that piece and parcel of residential property bearing Site Survey No.164/1, duly converted by the Assistant Commissioner, Bangalore Vide its Order No. 48/06-07, DATED: 29-02-2008, Situated at : Kodigehalli Village, Yelahanka Hobli, Bangalore North, within the jurisdiction of BRUHAT BANGALORE MAHANAGARA PALIKE, Bangalore, Measuring in all 2 Acre 20 Guntas (Including 2 Guntas of Kharab Land) and bounded on the:

East by : Property belonging to Sri. Srinivasaiah and shri byre gowda
West by : Property belonging to Thoti Inamthi Land Belonging to N.T.I.
Housing Society
North by : Road Leading To Kodige Halli – Thindlu
South by : Raja Kaluve And Road

SCHEDULE - 'B'

(Description of Property hereby Conveyed)

Item No.1:

Residential Apartment: Apartment bearing No..... in the Floor in the Tulip Wing of the Residential Complex known as “Parth Gardenia” measuring sq. feet of super built area consisting of Three Bed Rooms with bathrooms, Hall cum dining, Kitchen, situated in the Residential Complex “PARTH GARDENIA.

b) Appurtenances:- Along with exclusive right to one covered car parking space No. in the floor of the Building.

c) Item No. 2:

An undivided% i.e. Sq. feet share in the land comprised in the Schedule 'A' Property.

(The said Apartment has RCC Roofing, Vitrified Tiles with Aluminum Windows)

SCHEDULE 'D'

RESTRICTIONS ON THE RIGHT OF THE PURCHASERS:

The PURCHASERS so as to bind himself / herself his /her Successors in interest, heirs and assigns with a view to providing and protecting his / her rights and interests as the owner of the schedule 'B' apartment and inconsideration of the covenants binding on the purchasers of the other undivided interest in the property described in Schedule 'A' above and the constructions thereon, do hereby agree to be bound by the following covenants.

- a) Not to raise any construction in addition to that mentioned in schedule 'B' above. This however, does not affect rights to have any changes or additions internally without damaging the main structure.
- b) Not to use or permit the use of the construction referred to in schedule 'B' above, in a manner which would diminish the value and utility of the pipes, cisterns and the like, and other common amenities provided in the property described in the schedule 'A' above or in any construction made thereon.
- c) Not to use the open land area described in the schedule 'A' above left open after the constructions referred to in schedule 'B' above so as to cause hindrance to other flat owners by affecting free ingress and /or outgress.
- d) Not to default in the payment of any taxes or levies to be shared by all the owner of the property described in schedule 'A' above or expenses to be shared by the Owners of the construction thereon or any specified part thereof.
- e) Not to decorate the exterior of the property to be constructed by the First Party / Developer / Builder for the purchasers otherwise than in a manner agreed to by and majority of the owners of the construction of the schedule 'A' property.
- f) Not to make any separate arrangement for the maintenance of the buildings referred to in the schedule 'B' above for ensuring the common amenities therein for benefit of all concerned other than that agreed to by all the owners, and in default of such arrangement by the majority of such owners through the Builder.

RIGHTS INCLUDED IN THE TRANSFER TO THE PURCHASERS

- a. The PURCHASERS shall have the following rights in respects of schedule 'A' property and the constructions thereon:
- b. Full ownership rights and liberty for the PURCHASERS and all persons authorized or permitted by the purchasers (in common with all other persons entitled, permitted or authorized to a like right) at all times by day or by night for all purposes to go, pass and repass the staircase and the passage inside and outside the building and construction described in the schedule 'B' hereto.
- c. Full ownership rights and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at

- all times, day and night and for all purposes to go and repass the land appurtenant to the building constructed in schedule 'A' property.
- d. The right to subjacent and lateral support and shelter protection from time and the Other parts of the aforesaid building and from the side and roof thereof..
 - e. The free and uninterrupted passage of running water, soil, gas and electricity for form and on to the construction through the sewers, drains and water courses, cables pipes and wires which now are, or may at any time, hereafter be in passing through the building or any part thereof.
 - f. Right to passage for the purchaser and purchaser's agent or workmen to other parts of the building at all reasonable times on notice to the water tanks for cleaning, repairing or maintenance of the same.
 - g. Right to passage for the Purchaser and Purchasers agent or workmen to other parts of the building at all reasonable times on notice to enter into and upon the parts of the building for the purpose of repairing, cleaning, maintaining, or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.
 - h. Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, however, respecting the equal right of the others therefore.
 - i. Subject to payment for common facilities and services, right to enjoy the common services and provided in the proposed Apartment.
 - j. Right for the Purchasers his / her servants, workmen and agents at all reasonable times on notice to enter into and upon other parts of the schedule 'A' property or buildings erected thereon for the purpose of repairing, maintaining, renewing, altering or building the construction referred to in schedule 'B' hereto or any part of the building giving subjacent or lateral support shelter or protection to the construction therefore.
 - k. The right to do all / any of the acts aforesaid without notice in the case of emergency.

SCHEDULE "E"

The Purchasers, in proportion to the share, along with other purchasers of undivided interest in Schedule 'A' Property in the proportions of their respective shares, shall be

deemed to have accepted following conditions to have contracted to bear the following expenses.

- a. All rates and outgoings payable, if any, in respect of schedule 'A' Property and the buildings thereon on taking possession of the schedule flat.
- b. The expenses of routine maintenance including painting, White Washing, cleaning etc, and the provisions of all the provisions of the common service to the building as set out below:
- c. Maintenance of pump sets and other machinery's sanitary, electrical lines, common to the building.
- d. Replacement of bulbs in corridors and other common places.
- e. Payment of electrical and water charges for common services.
- f. Maintenance of potted plants in building.
- g. Provision of watchman.
- h. The Purchasers along with the purchasers of other flats may form an association or society for fulfilling the above purposes.

SHOULD the PURCHASERS default any payment due any common expenses, benefits, or amenities, a majority of the purchasers while carrying out the services as contemplated above, shall have the right to remove such common benefits, amenities, including electricity and water connection from his / her enjoyment.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO AFFIXED THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN BEFORE THE FOLLOWING WITNESSES.

WITNESSES:

1.

“VENDOR PARTY NO. I,

represented by their General Power of Attorney, M/s. Cyma Investments Pvt Ltd., represented by its director, Sri.Gopal P Shinde.

“

“VENDOR PARTY NO. II,

M/s. Cyma Investments Pvt Ltd.,
represented by its director,
Sri.Gopal P Shinde.

M/s. Parth Constructions Pvt. Ltd.,
Represented by its Director Mr.
Gopal P Shinde

PURCHASERS

Drafted By,

T VITTAL RAO
Advocate
No. 280, 5th Main, 8th Cross,
S T Bed, Koramangala,
Bangalore-560034.