

By I. 1593
2019-20

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First Page Doct. No.....1593.....of Book
2019-20

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:SREE:
:SALE DEED:

for

:Apartment No.D-1102 in Eleventh Floor of Block 'D' in
'BREN EDGEWATERS':

P.S. Approval

THIS SALE DEED IS MADE AND EXECUTED ON THIS THE *TWENTY SIXTH* DAY
OF *JUNE*, YEAR TWO THOUSAND NINETEEN (*26/06/2019*) AT BANGALORE:

6/5

:BY:

(1) Sri. H. R. RAJASHEKAR, Aged about 62 years, Son of late Sri. H. Ramaiah Reddy, No.310, 6th Main Road, HAL 2nd Stage, BANGALORE - 560 038, (2) Smt. H.R. LAKSHMIDEVI, Aged about 66 years, Wife of late Mr. M. Venkataswamy, No.1A - 003, Caldra Block, Elan Homes, Kaikondrahalli, Sarjapur Road, BANGALORE - 560 035, (3) Smt. KANTHAMMA CHANDRASHEKAR, Aged about 56 years, Wife of Mr. N. Chandrashekar, No.1146, 22nd Cross Road, 23rd Main Road, II Sector, HSR Layout, BANGALORE - 560 102, (4) Smt. H. R. RANI REDDY, Aged about 56 years, Wife of late Mr. Ravikumar, No.2091, Sobha Primrose, Green Glen Layout, Bellandur, BANGALORE - 560 103, (5) Smt. SHAMALA RAJAGOPAL, Aged about 54 years, Wife of Mr. Rajagopal, No.N6003, Hideaway Lane, FOND Du Lac, WI 54937, all are represented by their General Power of Attorney Holder: M/s. BREN CORPORATION, A Proprietary Concern, Having its Office at: 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, BANGALORE - 560 095, represented by its Sole Proprietor: Mr. J. BOOPESH REDDY.

hereinafter referred to as the "SELLERS"

(Which expression wherever the context so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.) OF THE FIRST PART:

6/5

P.S. Approval

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Shivajinagar
Registrar of Shivalinagar

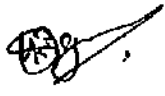
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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 1593

ಹೆಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 26-06-2019 ರಂದು 03:00:37 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	62800.00
2	ಸೇವಾ ಶುಲ್ಕ	980.00
3	ಇತರೆ	40.00
	ಒಟ್ಟು :	63820.00

ಶ್ರೀ MR.SHIVKUMAR SATISH AGARWAL S/O MR.SATISH AGARWAL . . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ MR.SHIVKUMAR SATISH AGARWAL S/O MR.SATISH AGARWAL . .			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	MR.SHIVKUMAR SATISH AGARWAL S/O MR.SATISH AGARWAL . (ಬರೆಸಿಕೊಂಡವರು)			
2	MRS. POONAM SHIVKUMAR AGARWAL W/O MR.SHIVKUMAR SATISH AGARWAL . (ಬರೆಸಿಕೊಂಡವರು)			P.S. Agarwal

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

:2:

:AND:

M/s. BREN CORPORATION, A Proprietary Concern, Having its Office at: 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, BANGALORE - 560 095, represented by its Sole Proprietor: **Mr. J. BOOPESH REDDY**.

hereinafter referred to as the **"BUILDER"**

(which expression wherever it so requires shall mean and include all its Proprietor, his heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

(1) **Mr. SHIVKUMAR SATISH AGARWAL**, Aged about 40 years, Son of Mr. Satish Agarwal and (2) **Mrs. POONAM SHIVKUMAR AGARWAL**, Aged about 34 years, Wife of Mr. Shivkumar Satish Agarwal, Both at: No.396/8, Kundan Nagar, Phugewadi, **PUNE - 411 012**.

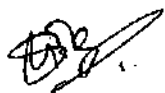
hereinafter referred to as the **"PURCHASERS"**

(Which expression wherever the context so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE THIRD PART:**

WITNESSETH:

WHEREAS the Property measuring (1) 02 Acres 03 Guntas in Sy.No.33/1, (2) 01 Acre 08 Guntas in Sy.No.33/2 and (3) 00 Acres 24.06 Guntas in Sy.No.30/8B of Haralur and Kasavanahalli Villages, Varthur Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.B.DS:ALN:SR.(EAST).281.2001-02 and 282/2001-02 both dated 16/03/2002 and presently bearing Municipal No.89/33/2, 33/1, 30/8B, Haralur, Municipal Ward No.150 of Bellandur, Bangalore, in the records of Bruhat Bangalore Mahanagara Palike, is morefully described in the Schedule 'A' herein and hereinafter referred to as Schedule 'A' Property for convenience.

WHEREAS the Sellers herein acquired the Schedule 'A' Property by virtue of an allotment made in their favour in a partition held between themselves and Smt.Jayamma, in terms of a Partition Deed dated 23/02/2011 registered as Document No.7748/2010-11 in Book-I and stored in C.D.No.VRTD99, in the Office of the Sub-Registrar, Varthur and since then the Sellers started enjoying their respective portions in Schedule 'A' Property as absolute owners and all the revenue records disclose the names of the Sellers as owners in possession and enjoyment of Schedule 'A' Property.



P.S. Agarwal



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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
3	H.R. RAJASHEKAR .Smt. H.R. LAKSHMIDEVI, Smt. KANTHAMMA CHANDRASHEKAR, Smt. H.R. RANI REDDY.Smt. SHAMALA RAJAGOPAL .Rep by their General Power of Attorney Holder M/s. BREN CORPORATION Rep by Its Sole Proprietor Mr. J. BOOPESH REDDY.Rep by his SPA Holder Mrs.Geeta H.Gowda (ಬರೆದುಕೊಡುವವರು)			
4	M/s. BREN CORPORATION Rep by Its sole Proprietor Mr. J.BOOPESH REDDY . Rep by his SPA Holder Mrs.Geeta H.Gowda (BUILDER) . (ಬರೆದುಕೊಡುವವರು)			

ಜಿ.ಬಿ. ರಾಜೇಶ್ವರಿ
ಎಲೆಯ ಉಪಯೋಗದಿಂದಾಗಿರುವ
ಪರಿಶೀಲನೆ, ನಿರ್ದೇಶನ

3:

WHEREAS the Sellers being interested in developing the Schedule 'A' Property, entrusted the same to the Builder herein for development of the same into Residential Apartment Buildings on joint development basis by entering into a Joint Development Agreement dated 16/06/2014 registered as Document No.784/2014-2015 in Book-I and stored in C.D.No.SHVD179, in the Office of the Senior Sub-Registrar, Shivajinagar, Bangalore and agreed to share the land and buildings in the ratios agreed and detailed therein and simultaneously executed a General Power of Attorney of even date registered as Document No.98/2014-2015 in Book-IV and stored in C.D.No.SHVD179, in the Office of the Senior Sub-Registrar, Shivajinagar, Bangalore, empowering the Builder to develop and sell in terms of the Development Agreement.

WHEREAS the Builder by virtue of the powers conferred upon them under the aforesaid Joint Development Agreement and the General Power of Attorney have secured a Licence and Plan sanctioned from Bruhat Bangalore Mahanagara Palike vide No.BBMP/Addl. Dir/JD Town Planning (NORTH)0092/2013-14 dated 09/01/2015 for construction of Residential Apartment Buildings consisting of Five Blocks identified as Block 'A', Block 'B', Block 'C', Block 'D' and Block 'E' and each of the Blocks comprising of Basement, Ground and Thirteen Upper Floors and a Club House with Ground Floor plus Two Upper Floors and the entire development is identified as 'BREN EDGEWATERS' ("Project").

WHEREAS the Sellers and Builder identified the apartments and built-up areas etc., falling to their respective shares in the Project in terms of an Allocation Agreement dated 08/12/2014 and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS the Sellers and Builder evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any person desirous of owning an apartment in the Project will be nominated by the Builder to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyer by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in the Project only through the Builder and upon conveyance, the buyer will acquire title over the apartment got constructed or alternatively such person shall purchase not only the apartment but also the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property with right to use and enjoy all the common areas and facilities specifically earmarked therein. Upon such sale in the overall scheme, proportionate land share in residential development in the Schedule 'A' Property will be jointly owned and held by the owners of the apartments through an Association and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common areas, amenities and facilities within the residential development in Schedule 'A' Property. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

WHEREAS the Real Estate Regulatory Authority has registered the Project vide Registration No. PRM/KA/RERA/1251/446/PR/170830/000320 dated 30/08/2017 in accordance with the provisions of Section-5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as 'RERA Act' or 'the Act'.

WHEREAS the Purchasers herein, after due verification and scrutiny, being satisfied with the title of the Sellers to Schedule 'A' Property and with the scheme propounded by the Sellers and Builder and sanctions obtained by them, were interested in owning an Apartment described in Schedule 'C' in the 'Project' built in Schedule 'A' Property and as per the scheme, the Purchaser agreed to purchase the proportionate undivided share in the land in Schedule 'A' Property from the Sellers morefully described in Schedule 'B' herein and also the Schedule 'C' Apartment in terms of the scheme stated above and own the same.



P. S. Aggarwal

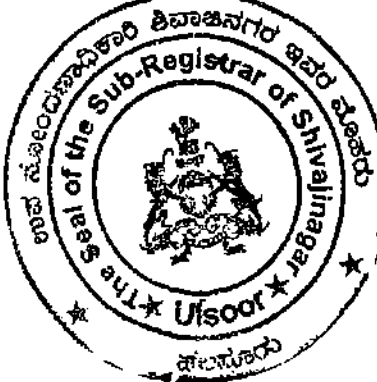


15/9/18
18/8/18

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ARAVIND # 61, 5TH A BLOCK, KORAMANGALA, BANGALORE	B. Aravind
2	SUDHAKAR # 20, V M ROAD, BANGALORE -560001	

ಹೆಚ್. ಕೆ. ಸುಧಾಕರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ HLS-1-01593-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ HLSD293 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 26-06-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಹಲಸೂರು) 26/6/19	
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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

WHEREAS pursuant to the above, the Sellers, Builder and Purchasers entered into an Agreement to Sell dated 20/02/2018 for sale of the Schedule 'B' and 'C' Properties in terms of the scheme as aforesaid. In the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments in the Building, each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective apartment/s got constructed by them and with the right to use in common, all the common amenities, areas and facilities like access, open spaces, gardens within Schedule 'A' Property and staircases, lifts, lobbies, passages, etc., within the apartment building.

WHEREAS the Sellers and Builder, by executing a Deed of Declaration dated 05/07/2018 registered as Document No.1743/2018-19 in Book-I and stored in C.D.No.HLSD163 in the Office of the Sub-Registrar, Ulsoor, Bangalore, have also submitted the Project to the provisions of the Karnataka Apartment Ownership Act of 1972 and Rules made thereunder and an 'Association' under name and style "**BREN EDGEWATERS APARTMENT OWNERS ASSOCIATION**" being formed under the said Karnataka Apartment Ownership Act 1972. The Purchasers after having gone through the Deed of Declaration and Bye-Laws along with all other schedules annexed thereto accepted the same and undertake to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchasers will enjoy all common areas and will not interfere in the reserved/restricted common areas which are detailed in the Deed of Declaration.

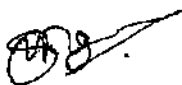
WHEREAS the Builder has since completed the construction of the Project in all respects and has secured Occupancy Certificate from Bruhat Bangalore Mahanagara Palike bearing No.BBMP/Addl.Dir/JD NORTH/LP/0092/2013-14 dated 04/06/2019 for the completed Project.

WHEREAS pursuant to the completion of the Project the Purchasers have paid the entire Sale Consideration payable under the Agreement to Sell referred to above to the Builder and the Builder on its part has delivered the possession of the Schedule 'C' Apartment to the Purchasers, complete in all respects, thereby discharging its obligations under the said Agreement.

WHEREAS under the aforesaid Joint Development Agreement and Allocation Agreement, the Schedule 'B' and 'C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable by the Purchasers under this Sale Deed shall belong to Builder and hence is entitled to receive and appropriate all the amounts payable under this Sale Deed.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid Agreement and in consideration of the payment of the sale consideration of **Rs.62,79,200/- (Rupees Sixty Two Lakhs Seventy Nine Thousand Two Hundred Only)** already paid by the Purchasers to the Builder (as desired and directed by the Sellers), the receipt of which sum the Builder hereby admits and acknowledges and acquits the Purchasers of any further payment and in consideration thereof, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchasers all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Sellers and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as are detailed



P.S. Agorwal





ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ MR.SHIVKUMAR SATISH AGARWAL S/O MR.SATISH AGARWAL . . . ಇವರು 351640.00
ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	320240.00	DD No 710272 Rs.320240/- dated 18/Jun/2019 drawn on KOTAK MAHINDRA BANK LIMITED,SARJAPURA MAIN ROAD BRANCH.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	31400.00	DD No 710273 Rs.31400/- dated 18/Jun/2019 drawn on KOTAK MAHINDRA BANK LIMITED,SARJAPURA MAIN ROAD BRANCH.
ಒಟ್ಟು :	351640.00	

ಸ್ಥಳ : ಹಲಸೋರು

ದಿನಾಂಕ : 26/06/2019


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಲಸೋರು ಉಪನೋಂದಣಿ ಕಾರಿಗಲು
(ಹಲಸೋರು)
ಹಲಸೋರು, ಬೆಂಗಳೂರು

in Schedule 'D' hereunder and subject to all those obligations as are detailed in Schedule 'E' hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Builder hereby confirms having transferred all its rights in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchasers for the amounts received. The Purchasers undertake to comply with Section 194-IA of the Income Tax Act, 1961 by deducting Tax at Source (TDS), remit the same to the Income Tax Department and furnish the proof thereof to the Sellers.

1) ASSURANCES:

1.1) The Sellers and Builder hereby covenant with the Purchasers that notwithstanding anything done or knowingly suffered, the Sellers and Builder hath good title, right and absolute power to sell, transfer and convey the Property conveyed herein and that the same and every part thereof shall at all times remain and be UNTO the Purchasers and be quietly entered into, upon, held, possessed and enjoyed by the Purchasers and enjoy Schedule 'B' Property jointly in common with all the other undivided share owners without any let, claim, hindrance, interruption or disturbance by the Sellers and Builder or anyone claiming through or in trust for them and exclusively own, possess and enjoy Schedule 'C' Property for residential purposes.

1.2) The Schedule 'A' Property is already subjected to provisions of the Karnataka Apartment Ownership Act 1972 in terms of the Deed of Declaration aforesaid. The Purchasers are fully aware of the same and having gone through the said Deed of Declaration, agrees to be bound by the same and in addition to the rights and obligations conferred upon the Purchasers under this Sale Deed, the Purchasers also agree to comply with the Deed of Declaration and also the bye-laws annexed thereto.

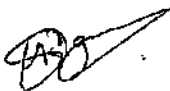
1.2) The Purchasers along with this Sale Deed has also executed and annexed a Declaration in Form "B" under the Karnataka Apartment Ownership Act, 1972, adopting the Deed of Declaration and becoming a member of the Owners Association formed thereunder.

2) INDEMNITY:

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

3) TITLE & TITLE DEEDS:

The Sellers and Builder have already delivered to the Purchasers photo copies of all the documents of title pertaining to the Schedule 'A' Property and the Purchasers are satisfied with the Sellers' title and Builder's right to develop Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers/Builder and the Purchasers to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall enure for the benefit of and be binding upon the Sellers/Builder and the Purchasers in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association in terms of the Act.



P.S. Agarwal



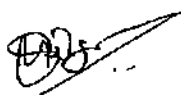
Seal of N

4) **PROPERTY TAXES AND KHATA:**

- 4.1) The Sellers/Builder will pay municipal taxes and other rates and outgoings on the Schedule 'B' and 'C' Properties upto the date of completion of the construction of Schedule 'C' Property. Thereafter, the Purchasers shall be liable to pay the Municipal Taxes to Bruhat Bangalore Mahanagara Palike from the said date for the Schedule 'B' and 'C' Properties.
- 4.2) The Purchasers are entitled to secure Municipal Khata of Schedule 'C' Property from the jurisdictional municipal office or Bruhat Bangalore Mahanagara Palike and Sellers/Builder agree to sign necessary consent letters. In the event of any demand for payment of betterment charges for securing transfer of Khata, the Purchaser agrees to pay the same in proportion to the Schedule 'B' Property.

5) **POSSESSION:**

- 5.1) The Sellers and Builder, on or before execution of this Sale Deed, have delivered possession of the properties hereby conveyed by placing the Purchasers in joint possession of the Schedule "A" Property and actual possession of the Schedule "C" Apartment.
- 5.2) The Purchasers hereby confirm having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchasers have inspected and satisfied as to completion of all works in the Schedule 'C' Apartment and its fitness for occupation and the Purchasers have no claims against the Sellers and Builder in respect of the Schedule 'C' Apartment including but not limited to the following:
- a) Correctness of the area of the Schedule 'C' Apartment and the Car Park allotted.
 - b) Common Area and Common Facilities provided in the Project as per the agreed Specifications set out in the Agreement to Sell.
 - c) Quality of construction of 'Project' and of the Schedule 'C' Apartment.
 - d) Electrification and plumbing etc., in the Schedule 'C' Apartment and in the Project.
 - e) Facilities and services provided in Schedule 'C' Apartment and in the 'Project'.
 - f) Construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 5.3) The Purchasers hereby declare and confirm that they have no claims (including for any damages/Interest etc.) against the Sellers and/or Builder in relation to sale of Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirm that the Sellers and Builder have complied with all their obligations towards the Purchasers under the Agreement to Sell to the satisfaction of the Purchasers and hereby fully and completely discharge the Sellers and Builder from all their obligations under the said Agreement to Sell.



P.S. Agarwal



6) **RIGHTS OF THE PURCHASER:**

The Purchasers shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment;
- (ii) Undivided proportionate share in the Common Areas and the share/ interest of Purchasers in the Common Areas is undivided and cannot be divided or separated. The Purchasers shall use the Common Areas along with other occupants, without causing any inconvenience or hindrance and such right shall always be subject to the timely payment of maintenance charges and other charges as applicable;
- (iii) Free and uninterrupted passage of electricity, water, sewerage etc. from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- (iv) Right of entry and passage for the Purchasers and agents or workmen of the Purchasers 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' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

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

- 7.1) The Purchasers have agreed that within the Project, all areas comprising of passages, footpaths, open spaces, clubhouse, all other facilities, water tanks, supply networks and sewer networks, storm water drainage, electric poles, etc., will always remain the property of the Sellers and Builder until entire development in Schedule 'A' Property is handed over to Owners Association. However the Purchasers are allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchasers regularly and promptly paying their proportionate share of the outgoings, taxes, costs, charges, expenses and all other amounts as may be demanded by the Sellers/Builder.
- 7.2) The Purchasers agree that they shall have no right to seek partition or division or separate possession of the undivided share in the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.
- 7.3) The Purchasers for themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenants with the Sellers and Builder as follows:-
 - (i) To maintain the said Apartment at their own cost in good and tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Sellers and/or to the Builder.



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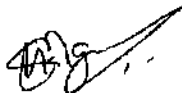
- (ii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C or other structures in the said Apartment without the prior written permission of the Sellers/Builder.
- (iii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area pre-approved by the Sellers/Builder.
- (iv) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.
- (v) To pay within fifteen days of demand by the Sellers/Builder, their share of security deposit/charges/premium/statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- (vi) To 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 prescribed by the statutory authority and/or the Association of Owners.
- (vii) Any development and/or betterment charges and/or other levies are charged, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchasers in proportion to their undivided share in the Schedule 'A' Property.
- (viii) To bear and pay any new levies/charges/taxes levied by the Central and/or the State Government for the land share and/or the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law in respect of any services which the Sellers/Builder would be rendering to the Purchasers pursuant to this Sale Deed, shall also be borne by the Purchasers and the Purchasers will indemnify the Sellers/Builder of any instances of taxes on this Sale Deed, accruing in future.
- (ix) To use the Schedule 'C' Apartment for residential purposes only and shall not use for any commercial or illegal activities.
- (x) To own and enjoy Schedule 'C' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchasers shall be liable to comply with and adhere to the restrictions and obligations imposed on the Purchasers as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all purchasers in the Project.



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- (xi) To use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, club house etc., more particularly defined under the Act in Schedule 'A' Property as and when permitted, in common with other purchasers and other occupants of development in Schedule 'A' Property. The Purchasers shall not place objects/things/articles which may hinder free use of any common amenities.
- (xii) The Garden Areas and other greenery abutting the buildings in the Project are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective buildings in Schedule 'A' Property shall erect any compound or fencing around their respective Towers.
- 7.4) It is agreed that the buildings constructed in Schedule 'A' Property shall be held by all the apartment owners in the respective blocks/buildings and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein. All passages, lifts, staircases, waters lines, sewerage lines, DG Sets, Electrical Equipments, Pumps, STP etc., as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 7.5) The Purchasers shall not, without the prior written consent of the Builder, make any structural alterations or additions to the Schedule 'C' Property or permanently remove therefrom any fixtures or fittings provided therein, if any. However, the Purchaser may undertake temporary partitions or install any electrical equipment required for Purchasers' operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchasers shall carryout at their own cost and expense and without claiming any reimbursement from the Builder, minor non-structural additions or improvements to the Schedule 'C' Premises. The Purchasers shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings.
- 7.6) The Purchasers shall not require or undertake by themselves, any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit-outs/ balconies/decks (covered or uncovered)/lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Sellers/Builder. The Sellers/Builder and/or Owners' Association decision shall be final.
- 7.7) The Purchasers shall carry out interior works only on week days (Sundays and Holidays excluded) during the day time between 9 A.M. and 6 P.M. The Sellers/Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchasers but originally carried out by the Sellers/Builder. The Sellers/Builder are not answerable for any thefts during the course of the interior works.



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- 7.8) The Purchasers while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchasers shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed periodically for the maintenance of all common areas and facilities in the 'Project'.
- 7.9) It is explicitly agreed that the Purchasers shall not have any right and interest in the open terrace spaces in any Blocks of buildings in the 'Project'. The entire open terrace spaces shall exclusively vest in the Sellers/Builder and the Sellers/Builder shall have the right to permit the exclusive usage of the same to the purchasers of apartments who have specifically acquired such rights. The Sellers/Builder shall have the exclusive right to erect their hoardings/sign boards on the terrace area and the Purchasers shall have no objection of whatsoever nature for such erection of hoardings/sign boards by the Sellers/Builder.
- 7.10) The Purchasers either by themselves or joining with others shall not have the power or authority to seek for any change in the location of any common areas, amenities and facilities provided or agreed to be provided either in Schedule 'A' Property.
- 7.11) The Purchasers will not object to the rights of the Builder in allotting the covered/mechanical/stacked/open car parking spaces/garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Builder in this regard shall be final and binding on the Purchasers.
- 7.12) The parking space earmarked to Purchasers is for exclusive use and enjoyment by Purchaser and the Purchaser shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 7.13) The Purchasers agree that they shall park their cars/vehicles only at the specific Car Park space specifically allocated to them and not at any other place around the building.
- 7.14) The Purchasers on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto, the Purchasers shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 7.15) The Purchasers shall not bring into the Purchasers' 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 and will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Residence Owners.
- 7.16) This car parking arrangement is only a right of use granted to the Purchasers, giving the Purchasers no property interest in the Purchasers' Car Parks.

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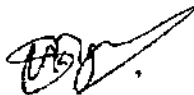


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8) CLUB HOUSE:

- 8.1) The Builder has provided a Club House for the use and enjoyment of all owners/occupants in the Project and Purchaser shall be required to pay the prescribed amount towards membership fee and utilise the facilities available in the Club according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club. Any tax liability arising out of this shall be borne by the Purchasers. In the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.
- 8.2) The Club House is for the use of owners/occupants in Schedule 'A' Property in the 'Project' and the Builder may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include party hall, sports area, health centre and or any other facilities as may be decided by the Builder.
- 8.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Owners' Association and till then it will be exclusively with the Sellers/Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-
- (i) admit either the owners or the tenants in possession as members. Such membership shall be restricted to either the owners or the tenants of apartments/built spaces in Schedule 'A' Property.
 - (ii) refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
 - (iii) fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - (iv) frame the rules and regulations regarding usage of the facilities in the Club House.
- 8.4) The Sellers/Builder shall have a right of ingress and egress to the Club by using the roads and other facilities in the Project by themselves and by their agents, servants, members, invitees, guests, visitors authorised/permitted by them.
- 8.5) The Purchasers as long as they remain occupants of the apartment/built spaces in the Project, shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club framed by the Sellers/Builder, their agents/assigns from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Sellers/Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Sellers/Builder and their agents/assigns and (iv) are entitled for the following:-



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- (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Sellers/Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Sellers/Builder subject to payment of charges for usage of facilities in Club. The spouse and his/her immediate family members are entitled to use the facilities in the Club as dependent members.

8.6) The Sellers/Builder may themselves run the Club and/or engage any person/s to run the Club and its activities till it is handed over to the Association. The Sellers/Builder are not responsible for either quality of services or the cost at which services are provided in the Club.

8.7) The facilities of the Club are available for the benefit of the purchasers of the Apartments/Units/Spaces in Schedule 'A' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

9.1) The Purchasers shall become members of the Association of Owners. The Owners' Association is governed by a Deed of Declaration referred to above and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.

9.2) It is specifically made clear that the said Owners' Association is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in the **Project**, but also for the management, administration and control of the infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc., and will function in terms of Act & Rules thereunder.

9.3) That on the Project being handed over to the Association, the Sellers/Builder 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 Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

10) MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT:

10.1) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the purchasers of the apartments. The Purchasers shall pay to Sellers/Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.

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- 10.2) The Purchasers shall permit the Sellers/Builder and/or Association, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains or other conveniences belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

11) **NOT TO ALTER NAME:**

The Purchasers and/or Owners' Association shall not alter or subscribe to the alteration of the name of the Project viz., '**BREN EDGEWATERS**' in Schedule 'A' Property and/or alter the names assigned to the Blocks/Wings therein.

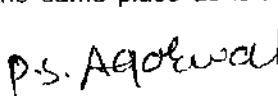
12) **DEFECT LIABILITY PERIOD:**

- (a) The Defect liability period shall be for a period of 5 (five) years from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects, owing to the negligence/omission of the Sellers/Builder. It is, however, agreed by the Purchasers that from the date of handing over the possession of the Apartment and till completion of the Defect Liability Period, the Purchasers shall maintain the said Apartment and services therein in the same state and condition in which it will be handed over to the Purchasers. Further, the Purchasers shall not during such period change/amend/modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act/commission on the part of the Purchasers/others, is excluded from this clause and for which the Sellers/Builder are neither liable nor responsible. Subject to the terms as stated in this clause, the Sellers/Builder shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Sellers/Builder.
- (b) The Sellers/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks/gaps between non-homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Minor tile chipping places where welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Apartment.
- (c) The Sellers/Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monoolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.

13) **RIGHT TO REBUILD:**

In the event of destruction of buildings in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, all the owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking



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required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area, then the Purchasers will have the right to construct and own the same area as is owned them prior to the date of destruction. However, if the area sanctioned is more/less, the Purchasers will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

14) APPLICABILITY:

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

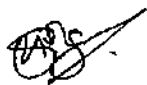
15) STAMP DUTY & REGISTRATION FEE:

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

16) PERMANENT ACCOUNT NUMBERS:

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

First Seller	:	AEJPR 8287 H
Second Seller	:	BKSPD 3980 P
Third Seller	:	AEMPC 0486 N
Fourth Seller	:	BAYPR 9857 H
Fifth Seller	:	AWWPR 0002 K
Builder	:	AGAPB 1359 F
First Purchaser	:	AECPA 0750 P
Second Purchaser	:	AOTPA 2437 A



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Seal of the
S.A.

:SCHEDULE 'A' PROPERTY:
(Description of entire Property)

All that Property available within the four boundaries detailed below and measuring (1) 02 Acres 03 Guntas in Sy.No.33/1, (2) 01 Acre 08 Guntas in Sy.No.33/2 and (3) 00 Acres 24.06 Guntas and 2 Guntas Kharab in Sy.No.30/8B of Haralur and Kasavanahalli Villages, Varthur Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.B.DS:ALN:SR.(EAST).281:2001-02 and No.B.DS:ALN:SR.(EAST).282/2001-02 both dated 16/03/2002 and presently bearing Municipal No.89/33/2, 33/1, 30/8B, Haralur, Municipal Ward No.150 of Bellandur, Bangalore, in the records of Bruhat Bangalore Mahanagara Palike and entire property is bounded by :

East : Remaining portion of Sy.Nos.33/2, Harlur Village & 30/8 B, Kasavanahalli;
West : Remaining portion of Sy.No.33/1, Harlur Village;
North : Sy.No.30/8A, Kasavanahalli, belonging to Sri.Ningappa Reddy;
South : 40 Feet Wide Common Road formed by Sellers.

:SCHEDULE 'B' PROPERTY:
(Description of the Undivided Share)

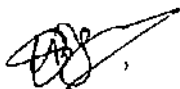
484.38 Sq. Feet Undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

:SCHEDULE 'C' APARTMENT:
(Description of the Apartment)

All that Residential Apartment bearing No.D-1102 in **Eleventh Floor** of **Block 'D'** of the Project viz., **'BREN EDGEWATERS'** built in Schedule 'A' Property and Apartment measuring **821 Sq. Feet** of Carpet Area, **61 Sq. Feet** of Balcony and **239 Sq. Feet** of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring **1121 Sq. Feet** of Super Built up Area, with right to use **One Covered Car Parking Space** in the Lower/Upper Basement Level and the Apartment is bounded by:

East : Open towards Open Space in Block-D in **'BREN EDGEWATERS'**;
West : Entrance Lobby in Eleventh Floor of Block-D in **'BREN EDGEWATERS'**;
North : Apartment No.E-1105 in Eleventh Floor of Block-E in **'BREN EDGEWATERS'**;
South : Open towards Open Space in Block-D in **'BREN EDGEWATERS'**.

The walls are built out of Solid Blocks and Cement with RCC Roofing and Vitrified/Ceramic Flooring and it has electricity, water and sanitary connections. The wood used is Teak/Sal/UPVC/Aluminum Sliding/Fixed Panels.



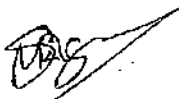
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:SCHEDULE "D":
:RIGHTS OF THE PURCHASERS:

The Purchasers shall have the following rights in respect of the Schedule 'B' Property and Schedule 'C' Apartment while owning and possessing the said Properties:

- 1) The right to own the Apartment described in Schedule 'C' above for residential purposes only.
- 2) The right and liberty to the Purchasers and all persons entitled, authorised or permitted by the Purchasers (in common with all other persons entitled, permitted or authorised to a similar right) at all times and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognising and reciprocating such rights of the other Apartment Owners.
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in **the Project** in accordance with the purpose for which they are provided without endangering or encroaching upon the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchasers shall be entitled in common with the purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.



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:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASERS:

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

- 1) The Purchasers shall be bound by the following obligations:
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment other than for residential use or in a manner which would diminish the value or the utility therein.
 - c) Not to use the space left open after construction in Schedule 'A' Property or in **the Project** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule 'A' Property.
 - e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two thirds majority of the owners of the apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchasers shall have no objection whatsoever to the Sellers/Builder managing the building in Schedule 'A' Property or handing over the common areas and the facilities to the Association on its formation and pending the same, the Sellers/Builder shall retain the same and the Purchasers have given specific consent to this undertaking. The Sellers/ Builder or the Maintenance Company or Owners Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.
- 3) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However, it is the primary responsibility of Purchasers to pay the same.
- 4) No apartment owner including Purchasers can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.
- 5) The Purchasers shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate



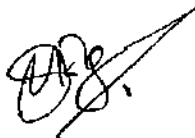
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any basement or cellar. The Purchasers shall promptly report to the Sellers/Builder or Maintenance Company or Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

- 6) The Purchasers shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers/Builder for duly implementing the terms and intent of this Sale Deed and for the formation of Owners' Association.
- 7) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the purchasers of apartments comprised in the **Project**.
- 8) The Purchasers shall not object for use of Common Road/Driveway/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 9) The purchasers of apartments in the **Project** and/or in respective Towers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchasers specifically shall not:-
 - a) close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which, in the opinion of the Sellers/Builder or the Owners' Association, differ from the colour scheme of the building.
 - c) make any structural alterations and/or any fresh openings inside the apartment.
 - d) default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.
 - e) create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.



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- i) use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) drape clothes in the balconies and other places of building.
 - k) enter or trespass into the Parking Areas, Garden Areas and Terrace Areas not earmarked for general common use.
 - l) throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Sellers/Builder.
 - n) create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building of the Project.
 - o) refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
 - p) trespass into other residential buildings in the Project or misuse the facilities provided for common use.
 - q) use the Schedule 'C' Property as a transit apartment or service apartment and should not be let-out/permit to use the same on daily/weekly/fortnightly basis.
 - r) use the Schedule 'C' Apartment for training any skill or art or occupation or conduct any teaching classes.
- 10) The use of the club house, swimming pool and other facilities by the Purchasers during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 11) The Purchasers shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchasers shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers/Builder or Agency maintaining the common areas and facilities in the Project or by the Owners Association.
- 12) The Purchasers shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchasers shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.



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- 13) The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building, in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, 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.
- 14) The Purchasers can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Tower and/or in the Project.
- 15) The Purchasers shall pay to the Sellers/Builder or maintenance company or Owners' Association, as the case may be, the following expenses on prorata basis.
- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in the Project including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the Project;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) All taxes payable, service charges and all other incidental expenses in general;
 - h) Such other expenses which are common in nature and not attributable to any unit in particular, but relates to the development in Schedule 'A' Property, in general.



P.S. Agarwal



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

WITNESSES:

1) B. Subina
(ARAVIND B)
61, 5th A block
Koramangla
B'lore-95

2) Sudhakar
Jewellery Mall Road
Bangalore

for M/s. BREN CORPORATION,

Sole Proprietor.
General Power of Attorney Holder of
SELLERS.

for M/s. BREN CORPORATION,

Sole Proprietor
BUILDER.

Drafted By:

Gula
Sri. (BEETHA H GOWDA)
Advocate,
Bangalore.

1) P. S. Aqawal

2) P. S. Aqawal

PURCHASERS.

10-11/12/19

:22:

ANNEXURE

FORM B

[See Rule 4]

FORM OF DECLARATION

We, (1) **Mr. SHIVKUMAR SATISH AGARWAL**, Aged about 40 years, Son of Mr. Satish Agarwal and (2) **Mrs. POONAM SHIVKUMAR AGARWAL**, Aged about 34 years, Wife of Mr. Shivkumar Satish Agarwal, Both at: No.396/8, Kundan Nagar, Phugewadi, PUNE - 411 012, do hereby solemnly affirm and declare as follows:

- 1) We hereby declare that we are the absolute owners of the Residential Apartment bearing No.D-1102 on **Eleventh Floor of Block-D**, in the Residential Complex known as '**BREN EDGEWATERS**' constructed at our cost on all that piece and parcel of the Scheduler 'A' Property namely Property bearing Sy.Nos.33/1, 33/2 and 30/8B of Haralur and Kasavanahalli Villages, Varthur Hobli, Bangalore East Taluk and presently bearing Municipal No.89/33/2, 33/1, 30/8B, in the records of Bruhat Bangalore Mahanagara Palike, Haralur, Municipal Ward No.150 of Bellandur, Bangalore and also owners of proportionate Undivided Share in the land measuring **484.38 Sq. Ft.** of land.
- 2) We further confirm that the Owners Sri. H.R. Rajashekar and Others and Builder M/s. Bren Corporation have already executed a Deed of Declaration dated 05/07/2018, registered as Document No.1743/2018-19 in Book-I and stored in C.D.No.HLSD163 in the Office of the Sub-Registrar, Ulsoor, Bangalore.
- 3) We derived the title to the aforesaid Apartment and corresponding undivided share of land in the aforesaid Property described in Schedule 'A' of the Sale Deed executed by Sri. H. R. Rajashekar and Others in our favour to which this Declaration is annexed.
- 4) We hereby declare that our heirs, executors, administrators and assigns and the said Apartment referred to in Para 1 of this Declaration, shall hereafter be subject to the provision of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) and all amendments thereto and we further declare that we shall comply strictly with the covenants, conditions and restrictions set-forth in the Declaration and with the bye-laws forming part thereof with the administrative rules and regulations adopted pursuant to such bye-laws, which Deed of Declaration is set-out in Para-2 above (as either of the same or may be lawfully amended from time to time) as in the Deed of Sale.

This Declaration is duly executed at Bangalore along with Sale Deed of even date.

1) 

2) P.S. Agarwal

DECLARANTS.

Seal of the S.
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