

DEED OF SALE

THIS DEED OF SALE is made and executed on this Day of TWO THOUSAND AND[../../20...] at BANGALORE.

BY:

1.SMT.R.PUSHPAVATHI D/o.Late Sri.A.V.Ramaiah Reddy, aged about 46 Years, residing at No 130, Agara Village, Begur Hobli, BANGALORE EAST TALUK, Hereinafter referred to as the VENDOR NO.01.

2.SRI.RAJENDRA PATIL, S/o.Sri.R.S.Patil, aged about 58 years, residing at # 2007, Block 20A, Embassy Habitat, Vasanthnagar, Bangalore - 560052. Hereinafter referred to as the VENDOR NO.02.

3.SRI.SANGANNA GOWDA PATIL S/o.Sri.Gurupada Gowda S.Patil,aged about 36 Years, residing at No.119, V Floor, Shivashankar Plaza, Richmond Circle, Lalbagh Road, BANGALORE. Hereinafter referred to as the VENDOR NO.03.

All represented by their Power of Attorney Holder **M/S. STERLING DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, and having its Administrative Office, No.8, Prestige Nebula, Cubbon Road, Level-5, Opp. Income Tax Office Building, Bangalore 560 001 **Represented by its Managing Director Mr.Ramani Sastri And/or its Joint Managing Director Mr.Shankar Sastri** which document is duly registered as Document No.BMH-4-00688 of 2010-2011 of Book IV and stored in C.D.No.BMHD.76,in the Office of the Sub-Registrar, Bommanahalli. Hereinafter jointly referred as the VENDOR NOS.01, 02 AND 03, also collectively referred to as the VENDORS OF THE FIRST PART. [which expression shall wherever the context to admits and requires shall mean and include his/her/their respective heirs, legal representatives, successors, executors, administrators and assigns] of the ONE PART:

AND

M/S. STERLING DEVELOPERS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, and having its Administrative Office No.8, Prestige Nebula, Cubbon Road, Level-5 Opp. Income Tax Office Building, Bangalore 560 001 **represented by its Managing Director Mr. Ramani Sastri and/or its Joint Managing Director Mr. Shankar Sastri** Hereinafter referred as the DEVELOPER (which expression shall wherever the context to admits and requires shall mean and include its successors-in-office and assigns) of the OTHER PART:

IN FAVOUR OF

SRI/SMT/M/S.....

S/o.W/o.Sri.....

Aged About .. Years

Residing at No.....

.....

.....

.....

BANGALORE – 560 0....

INCOME TAX PAN NO.....

Hereinafter **jointly** referred to as the PURCHASER/S.

[which expression shall, unless repugnant to the subject or context,
mean and include his/her/their respective legal heirs, legal
representatives, executors and administrators, successors-in-office and
permitted assigns]

WITNESSETH AS FOLLOWS:-

a) WHEREAS, the VENDOR NO.01 is the sole and absolute owner of all that piece and parcel of lands bearing Survey Nos.9/11, 9/12, 9/13, 9/14, and the land in Survey No.55 (new no.55/2) all situated at Agara Village, Begur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk, Bangalore, thus in all measuring 01 Acre and 28 Guntas, having acquired the same from her predecessors-in-title under various Sale Deeds, all registered in the Office of the Sub-Registrar, Bangalore South Taluk, Bangalore, and she is in peaceful possession and enjoyment of the same and is exercising her ownership rights over the same and the said extent of the lands are herself acquired property, and the VENDOR NO.01 got the lands in Survey Nos.9/11, 9/12, 9/14, and the lands in Survey No. 55 (new no.55/2) all of Agara Village, measuring 1 Acre 15 Guntas converted from agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No. ALN/S.R.(S) : 113/2006-07, dated 2/6/2009, issued by the Special Deputy Commissioner, Bangalore District and thereafter, the lands in Survey Nos.9/13 and 9/14, measuring 13 Guntas converted from agricultural to Non-Agricultural Residential use, vide Conversion Order bearing No. ALN/S.R.(S) : 11/2007-08, dated 25/05/2009, issued by the Special Deputy Commissioner, Bangalore District and thereafter, got the Khata of the same transferred in her name in the records of the Bruhat Bangalore Mahanagara Palike as is evidenced by the Khata Certificate bearing No.VALE/PR/ /KTR/181/09-10/M.R/137/09-10, dated 05/02/2010, issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike, Revenue Department, H.S.R. Range, Bangalore, and has paid the necessary Taxes, cesses and other outgoings to the said Authority regularly and upto date.

b) WHEREAS, the VENDOR NO.02 is the sole and absolute owner of all that piece and parcel of lands bearing Survey Nos. 7/2, 8/2, 9/15 and the lands in Survey No.10, all situated at Agara Village, Begur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk, Bangalore, in all measuring 2 Acres and 30 Guntas, having acquired the same from his predecessors-in-title under various Sale Deeds, all registered in the Office of the Sub-Registrar, Bangalore South Taluk, Bangalore, and he is in peaceful possession and enjoyment of the same and is exercising his ownership rights over the same and the said extent of the lands are his self acquired property, and got the lands in Survey No. 7/2 measuring 20 Guntas converted from agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No.BDS: ALN/S.R.(S) : 363/2003-04, dated 24/12/2003 issued by the Special Deputy Commissioner, Bangalore District, and thereafter, got the lands in Survey No.8/2 measuring 01 Acre 20 Guntas converted from Agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No.BDS: ALN/S.R.(S) : 364/2003-04, dated 24/12/2003, issued by the passed by the Special Deputy Commissioner, Bangalore District.. The VENDOR NO.02 further got the lands in Survey No.9/15 measuring 17 Guntas converted from Agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No.BDS: ALN/S.R.(S) : 365/2003-04, dated:24/12/2003, issued by the Special Deputy Commissioner, Bangalore District. Further, the VENDOR NO.02 got the lands in Survey No.10 measuring 13 Guntas converted from Agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No.BDS: ALN/S.R.(S) : 366/2003-04, dated 24/12/2003, issued by the Special Deputy Commissioner, Bangalore District and thereafter, got the Khata of the said extent of the lands transferred in his name in the records of the Bruhat Bangalore Mahanagara Palike as is evidenced by the Khata Certificate bearing No.VALE/PR/KTR/ 182/09-10/M.R./138/09-10, dated 05/02/2010, issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike, Revenue Department, H.S.R. Range, Bangalore, and has paid the necessary Taxes, cesses and other outgoings to the said Authority regularly and upto date.

c) WHEREAS, the VENDOR NO.03 is the sole and absolute owner of all that piece and parcel of lands bearing Survey No.9/10 measuring 12 Guntas and Survey No.9/16 measuring 9 Guntas, both situated at Agara Village, Begur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk, Bangalore, in all measuring 21 guntas having acquired the same from his predecessors-in-title under 02 [Two] different Sale Deeds, both registered in the Office of the Sub-Registrar, Bangalore South Taluk, Bangalore, and he is in peaceful possession and enjoyment of the same and is exercising his ownership rights over the same and the said extent of the lands are his self acquired property, and got the lands in Survey No.9/10 and the lands in Survey No.9/16 both situated at Agara Village, thus, in all measuring 21 Guntas Converted from Agricultural to Non-Agricultural Residential purposes, vide Conversion Order bearing No.ALN/S.R.(E):19/2007-08, dated 02/06/2009, issued by the Special Deputy Commissioner, Bangalore District and thereafter got the Khata of the same transferred in his

name in the records of the Bruhat Bangalore Mahanagara Palike as is evidenced by the Khata Certificate bearing No.VALE/PR/KTR/180/09-10/M.R./136/09-10, dated 05/02/2010, issued by the Assistant Revenue Officer, Bruhat Bangalore Mahanagara Palike, Revenue Department, H.S.R. Range, Bangalore, and has paid the necessary Taxes, cesses, and other outgoings to the said Authority regularly and upto date.

d) WHEREAS, the aforesaid converted lands for the sake of brevity, shall hereinafter collectively be referred to as the **SCHEDULE 'A' PROPERTY**.

e) WHEREAS, the Vendors in consultation with the DEVELOPER have formulated a scheme of development of the Schedule 'A' Property into a multistoried Residential Apartment Complex. The DEVELOPER is desirous of developing the Schedule 'A' Property by putting up construction of multistoried residential Apartment Complex comprising 07 Blocks as per the plan sanctioned in respect of the Schedule 'A' Property, thus, in all measuring 04 Acres 39 Guntas.

f) WHEREAS, pursuant to the understanding arrived at between the Vendors and the DEVELOPER, the Vendors herein have entered into a Joint Development Agreement dated 10/02/2011 with the DEVELOPER as per the recitals morefully mentioned therein in respect of the Schedule 'A' Property. This Joint Development Agreement is duly registered as document No.BMH-1-10256 of 2010-2011 of Book I and stored in C.D.No.BMHD.76, in the Office of the Sub-Registrar, Bommanahalli, on 30/03/2011 and under the said Joint Development Agreement, the DEVELOPER is entitled to 50% of the constructed saleable built up area of the buildings and the proportionate, 50% undivided share, right, title and interest including the car park spaces, terrace and garden areas and common areas, amenities and facilities in the Schedule 'A' Property and to sell the same and appropriate the proceeds to themselves.

g) WHEREAS, on 11/02/2011, the Vendors herein also executed a Power of Attorney authorizing the DEVELOPER herein to do various acts, deeds and things morefully mentioned therein in respect of the Schedule 'A' Property. This Power of Attorney is duly registered as document No.BMH-4-00688 of 2010-2011 of Book IV and stored in C.D.No.BMHD.76, in the Office of the Sub-Registrar, Bommanahalli, on 30/03/2011.

h) WHEREAS, pursuant to the events narrated hereinabove, the Owners have submitted an Application with the Bruhat Bangalore Mahanagara Palike for amalgamation of the Schedule 'A' Property and accordingly, by an Order bearing No.KTR/154/2011-12, dated 22/09/2011, issued by the office of the Commissioner, H.S.R. Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore, has amalgamated the Khata of the Schedule 'A' Property, while assigning the Schedule 'A' Property as Municipal No.1093/9/10/9/16.

i) WHEREAS, the DEVELOPER herein pursuant to the amalgamation of the Khata of the Schedule 'A' Property, got sanctioned a Plan for putting up a multi-storeyed Residential Apartment Building Complex on the Schedule 'A' Property vide Sanction Plan bearing No. **BBMP/JD/TP(S)/LP No./47/2010-11, dated 28/04/2017** issued by the Bruhat Bangalore Mahanagara Palike, Bangalore, comprising of Basement, Ground and 12 [Twelve] Upper Floors for Blocks 1 & 2 ---and Basement, Ground and 13 [Twelve] Upper Floors for Blocks 3 to 7,

j) WHEREAS, the DEVELOPER herein has formulated a Scheme for development of the Schedule 'A' Property by constructing a Multistoried Residential Apartment Complex comprising of 07 Blocks and consisting of Basement, Ground and Twelve [12] Upper Floors for Blocks 1 & 2 --- and Basement, Ground and Thirteen Upper Floors for Blocks 3 to 7 with common entrance, lobby, lift, staircases and passages, etc., and the common facility/ies and amenity/ies on the Schedule 'A' Property in accordance with the above Sanctioned Plan.

k) WHEREAS, under the said Scheme, person/s interested in owning Apartment/s of his/her/their own, could purchase the undivided share/s in the Schedule 'A' Property from the Vendors duly nominated by the DEVELOPER herein and construct Apartment/s for himself/herself/themselves through the DEVELOPER under the separate Agreement/s of Sale.

l) WHEREAS the Purchaser/s has/have inspected all the title deeds and documents pertaining to the Schedule 'A' Property and also the sanctioned plan, the building specifications, the structural designs, drawings and all the approvals and permissions for the development of the Schedule 'A' Property and construction of the Residential Apartment Complex known as **STERLING INFINIA** and the Purchaser/s is/are fully satisfied with the same.

m) WHEREAS the Purchaser/s has/have understood the scheme of development of the Schedule 'A' Property and construction of a multi-storeyed Residential Apartment building/complex thereon formulated by the Developer and has/have agreed to purchase the specified undivided share, right, title and interest in the Schedule 'A' Property with the intention of getting a Residential Apartment built on the Schedule 'A' Property by the Developer.

n) WHEREAS the Purchaser/s has/have understood and agreed that the scheme of development of the Schedule 'A' Property and construction of a Residential Apartment Building/Complex and the construction and enjoyment of an apartment therein by the Purchaser/s along with the other Purchasers of undivided shares in the Schedule 'A' Property envisages and requires the Purchaser/s to comply with all the terms and conditions of this Agreement to Sell and the Agreement to Build entered into this day between the Purchaser/s and the Developer.

o) WHEREAS the Vendors have agreed to sell to the Purchasers, and the Purchasers has/have agreed to purchase the requisite undivided share, right, title and interest in the Schedule 'A' Property which is more fully described in the Schedule 'B' hereunder and hereinafter be referred to as the SCHEDULE 'B' PROPERTY, subject to the terms and conditions herein below:

NOW THEREFORE, THIS DEED OF SALE
WITNESSETH AS FOLLOWS :-

- 1) The Vendor agrees to sell, and the Purchaser/s agree/s to purchase the undivided share, right, title and interest in the Schedule A Property, being the Schedule "B" Property for a total sale consideration of **Rs..... /-(Rupees Only)**
- 2) (a) The Purchaser/s has/have this day paid a sum of **Rs. /-** **(Rupees: Only)** being the advance sale consideration / the entire sale consideration to the Vendor; the receipt of which sum the Vendor hereby admits and acknowledges.

(b) The Purchaser/s hereby agree/s and undertake/s to pay the balance sale consideration of **Rs. /-(Rupees: Only)**
- 3) The Purchaser/s shall not be entitled to question the sale consideration that may be settled between the Vendor and the Purchaser/s of the remaining undivided share, right, title and interest in the Schedule A Property.
- 4) The Vendor hereby assures the Purchaser/s that it has a good, subsisting and marketable title over the Schedule "A" Property, and that there are no legal impediments for the sale of the Schedule "B" Property in favour of the Purchaser/s herein.
- 5) The Purchaser/s affirm/s that he/she/they has/have taken

inspection of all the title deeds, documents, approvals, permissions and sanctions given by various authority/ies in respect of the Schedule "A" Property and the proposed building/complex to be put up thereon and, after being satisfied about the title of the Vendor to the Schedule "A" Property and the right of Vendor to develop the same and construct a residential Apartment Building thereon, and after having understood the scheme of development of the Schedule "A" Property, the Purchaser/s has/have entered into this Agreement to Sell with the intention of getting an Apartment built on the Schedule "A" Property, through the Developer.

- 6) The Purchaser/s has/have this day entered into a separate Agreement to Build an Apartment, described in the "C" Schedule hereunder and hereinafter referred to as the Schedule "C" Apartment, with the Developer on the terms and conditions contained therein (hereinafter referred to as the Agreement to Build) and the said Agreement to Build shall be read as part and parcel of this Agreement to Sell. Both the Agreement to Sell and the Agreement to Build are to be read together for all purposes and are co-terminus.
- 7) The Vendor shall execute and register a Deed of Sale in favour of the Purchaser/s in respect of the Schedule "B" Property and the Vendor hereby undertakes to execute such Sale Deed and to do, execute and perform all other acts, deeds and things that may be necessary for effectively conveying the title to the Schedule "B" Property to the Purchaser/s at the cost of the Purchaser/s after the Purchaser/s has/have complied with all the terms and conditions of this Agreement to Sell and the Agreement to Build and after the

Purchaser/s make/s all the payments mentioned in the said Two Agreements.

- 8) If the Purchaser/s fail/s to make payments as aforesaid and/or commit/s a breach of the terms and conditions of this Agreement to Sell, the Vendor may terminate this Agreement to Sell. Likewise, if the Purchaser/s commit/s a breach of the terms and conditions of the said Agreement to Build, and upon termination of the said Agreement to Build by the Developer, this Agreement to Sell shall also stand automatically terminated. In the event of the termination of this Agreement to Sell, the Vendor shall repay the amounts received by it under this Agreement to Sell to the Purchaser/s without any interest and after deducting a sum equal to 15% (Fifteen) of the total sale consideration, as liquidated damages within a period of Two (2) Months and after satisfying the claims, if any, of the Vendor against the Purchaser/s herein, In such an event, the Vendor shall be entitled to sell the Schedule "B" Property to anyone else at its discretion, The Purchaser/s hereby expressly give/s his/her/their irrevocable consent to the payment of his/her/their dues to the Vendor, as aforesaid.
- 9) In the event of the termination of this Agreement to Sell as aforesaid, the said Agreement to Build between the Developer and the Purchaser/s herein shall stand automatically terminated and the Developer shall be entitled to sell the Schedule "C" Apartment and the Vendor shall be entitled to sell the Schedule "B" Property and all appurtenances thereto to any other person/s of the Vendor's choice.
- 10) Any delay or indulgence shown by the Vendor in enforcing the terms of this Agreement, or any acts of forbearance

shown to, or extension of time given to the Purchaser/s shall not be construed as a waiver on the part of the Vendor of the breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s (unless the same is confirmed in writing by the VENDOR) nor shall the same in any manner prejudice the rights of the Vendor.

- 11) The Purchaser/s agree/s and covenant/s that the Purchaser/s will promptly and faithfully comply with the terms and conditions of the Agreement to Build entered into by the Purchaser/s with the Developer and further the Purchaser/s agree/s that he/she/they shall be entitled to have the Sale Deed in respect of the Schedule "B" Property executed and registered in his/her/their favour only after payment of all the amounts and compliance of the terms and conditions of this Agreement to Sell and the Agreement to Build.
- 12) The Vendor hereby assures the Purchaser/s that, after the absolute Sale Deed in respect of the Schedule "B" Property is executed and registered in his/her/their favour, and after the possession of the Schedule "C" Apartment to be got constructed by the Purchaser/s through the Developer, is handed over to the Purchaser/s the Purchaser/s shall peacefully and quietly enter, possess and enjoy the Schedule "A" Property in common with the other Purchaser/s of undivided shares therein, without any let, hindrance or interruption or disturbance by the Vendor or any person/s claiming through or under it or in trust for it.
- 13) The Purchaser/s shall be liable to pay the necessary property taxes, cesses and all other outgoings in respect of his/her/their undivided share in the Schedule "A" Property

from the date of intimation given by the Developer that the Developer is ready to hand over possession of the Schedule "C" Apartment to the Purchaser/s.

- 14) It is expressly understood and agreed to by the Purchaser/s that the Purchaser/s shall be entitled only to the Schedule "B" Property, namely, the undivided share in the Schedule "A" Property, as co-owner along with the other Purchaser/s of the undivided shares in the Schedule "A" Property and that the Purchaser/s shall not have any objection whatsoever to use the Schedule "A" Property by the Purchaser/s of other undivided shares in the Schedule "A" Property or any one claiming through such Purchaser/s.
- 15) The Purchaser/s hereby agree/s and affirm/s that the Purchaser/s shall own and enjoy undivided share and interest hereby agreed to be sold and conveyed in common with the other Purchaser/s of the undivided share, right, title and interest in the Schedule "A" Property. The Purchaser/s shall not ask for partition of the Schedule "A" Property by metes and bounds or seek separate possession of the share of the Purchaser/s. It is further agreed and clearly understood that the Purchaser/s does not own any portion of the Schedule "A" Property or the Schedule "B" Property in specie, but only the undivided share, right, title and interest described in the Schedule "B" hereunder.
- 16) The Purchaser/s with the consent in writing of the Vendor and the Developer, shall be entitled to transfer or assign or convey his/her/their rights under this Agreement to

any other person or persons after 18 months from the date of execution of this agreement upon payment of all the amounts due and payable under this Agreement to the Vendor and also the amounts that may become due and payable to the Developer, under the Agreement to Build till such time and upon payment of the transfer fee of 5% (Five) of the sale consideration under this Agreement to the Vendor.

- 17) It is understood and agreed to by the Purchaser/s that the Vendor herein and the Developer are entitled to develop the entire Schedule "A" Property and put up a Residential Apartment Complex known as STERLING INFINIA on the Schedule "A" Property as per the Sanctioned Building Plan and any modifications, additions and/or alterations to the said plan and/or as per revised plan and/or put up any other building on the Schedule "A" Property. The Purchaser/s agree/s that the Vendor herein and the Developer shall have the absolute right to commence, continue and complete the construction of other blocks of Apartments on the Schedule "A" Property and/or put up any other building on the Schedule "A" Property as per the sanctioned plan and any modifications, additions and/or alterations to the said plan and/or any Revised Sanctioned Plan or put up any other building on the Schedule "A" Property without obtaining the consent of the Purchaser/s herein or that of the Purchaser/s of the other Apartment/s before or even after the conveyance of undivided shares in the Schedule "A" Property to the Purchaser/s and the other Purchaser/s of undivided shares in the Schedule "A" Property and handing over the possession of the Apartments to the Purchaser/s including

the Purchaser/s herein. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall not have any objection of whatsoever nature to any such construction activities on the Schedule "A" Property. The Purchaser/s hereby also agree/s and undertake/s that he/she/they shall not cause any obstruction or hindrance to any such construction activities on the Schedule "A" Property.

- 18) It is understood and agreed to by the Purchaser/s that the undivided share in the Schedule "A" Property shall not be severed and/or segregated from the Schedule "C" Apartment, since the undivided share in the Schedule "A" Property and the Schedule "C" Apartment constructed in the Schedule "A" Property are not separable and shall at all times be held together by the same person as a single, inseparable property.
- 19) The Vendor shall also be entitled to retain the portion of the undivided share in the Schedule "A" Property remaining unsold and to deal with it in any other manner, at its absolute discretion.
- 20) The Purchaser/s agree/s to pay the Stamp Duty and the Registration Charges as may be applicable at the time of execution and registration in respect of all Agreements including this Agreement to Sell and the Agreement to Build, Sale Deeds and/or any other Document/s which require payment of the Stamp Duty and the Registration Charges in respect of The Schedule "B" Property and the Schedule "C" Apartment as also the rules, bye laws and regulations and other documents relating to the Apartment Owners Association. The Purchaser/s shall also pay all such additional stamp duty and registration charges etc., if

any, in respect of all such deeds and documents as also this Agreement, in the event of the same becoming necessary under any law, ordinance, circular, rule and regulation and changes and/or interpretation of the relevant laws.

21) All disputes and differences arising between the parties relating to this Agreement shall be settled by reference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereof. The venue of the arbitration shall be at Bangalore.

22) The courts at Bangalore shall have exclusive jurisdiction.

**THE VENDOR COVENANTS WITH THE PURCHASER/S AS
FOLLOWS:-**

- i. That the PURCHASER/S herein shall be entitled to hold, possess, and enjoy the Schedule 'B' Property, being entitled to the rights and subjected to the obligations specified herein below.
- ii. That the VENDOR herein is the sole and absolute owner of the Property hereby conveyed and it has the power to convey the undivided share hereby conveyed and that there is no impediment/s for this sale under any law/s, order/s, decree/s and/or contract/s.
- iii. That the title of the VENDOR herein to the Property hereby conveyed is good, marketable and subsisting and the Property hereby conveyed is not subject to any encumbrance/s, lien/s, mortgage/s, minor claim/s, attachment/s, court/s and/or acquisition proceeding/s and/or charge/s of any kind.
- iv. That the VENDOR herein has delivered a set of photocopies of the documents of title to the PURCHASER/S herein, as what is conveyed is only an undivided share. The

Agreement to Sell and to Build referred to above, constitutes a document of title binding on the VENDOR and the PURCHASER/S to the intent that all the right/s and/or the obligation/s therein, shall ensure for the benefit of and be binding upon them in all respects.

- v. That the VENDOR herein will do and execute all act/s, deed/s and/or thing/s as may be required by the PURCHASER/S herein and at the cost of the PURCHASER/S herein, for morefully and perfectly assuring the title of the PURCHASER/S herein to the Property hereby conveyed.
- vi. That the VENDOR herein shall keep the PURCHASER/S fully indemnified and harmless against any action/s and/or proceeding/s, loss/es, and/or liability/ies, cost/s and/or claim/s that may arise against the PURCHASER/S herein or the Property hereby conveyed, by reason of any defect in or want of title on the part of the VENDOR herein.
- vii. That while conveying any share in the Schedule 'A' Property to others, the VENDOR herein shall not confer on such Transferee/s, any right/s which is/are reserved for or conferred on the PURCHASER/S herein, nor shall omit or exclude in the case of such other Transferee/s, any obligation/s which is/are required to be performed or shared by the PURCHASER/S herein, as below.
- viii. The VENDOR herein has put the PURCHASER/S in possession of the Schedule 'B' Property and the Schedule 'C' Apartment.
- ix. The PURCHASER/S shall be entitled to enjoy the Schedule 'B' Property and the Schedule 'C' Apartment subject to the right/s conferred upon the PURCHASER/S as stated hereinbelow and liable to comply and adhere to the restriction/s and/or obligation/s imposed on the PURCHASER/S as detailed hereinbelow.
- x. It is agreed that the Schedule 'A' Property, on which the Residential Apartment Complex known as **STERLING INFINIA** is constructed, will be held by all the Apartment Owner/s as co-owner/s, each having an undivided share therein as per the terms and conditions mentioned herein. All Passage/s, Lobby/ies, Lift/s, Staircase/s, Road/s, Water Line/s and/or the Sewerage Line/s, as

also the other area/s which is/are used in common by the other Apartment Owner/s, will belong to and vest in the Apartment Owners to be used by all of them jointly and in common. None of the Apartment Owner/s shall place any obstruction/s and/or store and/or keep any article/s in the common area/s, the terrace of the respective Block/s shall be common to all the owner/s of the Apartment/s and shall be used for common benefit.

- xi. The garden area/s, water body, and/or other greenery abutting the respective Block/s is/are for the common use and enjoyment of the Owner/s of the respective Apartment/s in his/her/their respective Block/s and such other Block/s that the VENDOR herein is entitled to put up as per the revised Plan/s and/or put up any other Building/s on the Schedule 'A' Property and the same shall be kept free from obstruction/s and construction/s at all times and shall be retained in its original form.
- xii. The VENDOR herein shall develop and complete the Club House [with full fledged Gymnasium and a Swimming Pool, Snooker, Table Tennis, Play area for children, Landscaped Spaces], on the Schedule 'A' Property upon receipt of the modified Plan/s from the competent authority/ies. The VENDOR herein has agreed and undertaken to provide the above facility/ies and make the same available for use of the PURCHASER/S at the time of completion of the entire project as per the revised/modified plan/s sanctioned by the competent authority/ies and the Club House will be available for use when the facility/ies is/are fully operational and ready for use by the PURCHASER/S of the Apartment/s of all the Block/s. The PURCHASER/S has/have agreed and consented to the said arrangement/s.
- xiii. The Club House [with full fledged Gymnasium and a Swimming Pool, Snooker, Table Tennis, Play area for children, Landscaped Spaces], which will form part of the Schedule 'A' Property, will be administered and be under the control of the VENDOR herein until an Association/Organization is formed and thereafter, the Club House shall be handed over to the Association/Organization, who shall thereafter, be in charge of the day-to-day maintenance of the same and thereafter, the VENDOR shall have no claim/s

against the said Club House and nor shall any Apartment/s Owner/s and/or the Association/Organization has/have any claim/s against the VENDOR herein in respect of the same.

- xiv. The PURCHASER/S shall be permitted to use the Club House with all the other amenity/ies and/or facility/ies provided therein without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance, which will affect the peace and tranquility of the Residential Apartment Complex and shall not default/refuse/avoid paying the subscription charge/s, if any, for the use of the amenity/ies and/or facility/ies therein.
- xv. In view of the sale herein, the PURCHASER/S has/have no further claim/s either against the VENDOR herein in respect of the Schedule `B` Property and the Schedule `C` Apartment, and all the matter/s between the parties hereto, is/are fully and finally settled to their mutual satisfaction.
- xvi. The VENDOR herein shall require every person/s to whom they shall hereafter sell any Apartment/s comprised in the said Multistoried Residential Apartment Complex to covenant and observe the obligation/s and/or the restriction/s set forth hereinbelow.
- xvii. The VENDOR herein and its assigns claiming under, through, or in trust for the VENDOR herein, shall always respect the right/s of the PURCHASER/S set-forth hereinbelow.
- xviii. The VENDOR shall sincerely follow the covenant/s contained and/or shall not contract to confer on any other PURCHASER/S any right/s not reserved for the PURCHASER/S herein, nor shall the VENDOR contract to exclude the other PURCHASER/S from any burden agreed to be shared by the PURCHASER/S.
- xix. The VENDOR agrees to handover the title deed/s pertaining to the Schedule `A` Property to the Apartment Owners' Association upon the sale of all the Apartments in the Multistoried Residential Apartment Complex known as **STERLING INFINIA**.
- xx. The VENDOR herein shall not be responsible for any defects in the Residential Apartment Complex noticed after

a period of 5 YEARS from the date of handing over of the possession.

RIGHTS OF THE VENDOR

- i. It is understood and agreed to by the PURCHASER/S that the VENDOR herein is entitled to develop the entire SCHEDULE 'A' PROPERTY and put up a residential buildings/complex on the SCHEDULE A PROPERTY as per the sanctioned building plan and/or any modifications, additions and/or alterations to the said plan and/or as per revised plan and/or put up any other building/s on the SCHEDULE 'A' PROPERTY in respect of PHASE - '2' and/or PHASE '3' of the development. The PURCHASER/S agree/s that the VENDOR herein shall have the absolute right to commence, continue and complete the construction of other Block/s of Apartment/s on the SCHEDULE 'A' PROPERTY and/or put up any other Building/s on the SCHEDULE 'A' PROPERTY as per the sanctioned plan and/or any modification/s, addition/s and/or alteration/s to the said Plan and/or any revised sanction Plan/s and/or put up any other Building/s on the SCHEDULE 'A' PROPERTY in respect of PHASE - '2' and/or PHASE '3' of the development, without obtaining the consent of the PURCHASER/S herein and/or that of the Purchaser/s of the other Apartment/s before and/or even after the conveyance of undivided shares in the SCHEDULE 'A' PROPERTY in favour of the PURCHASER/S herein and the other Purchaser/s of undivided shares in the SCHEDULE 'A' PROPERTY and handing over the possession of the Apartment/s to the Purchaser/s including the PURCHASER/S herein in respect of PHASE - '1' of the development. The PURCHASER/S hereby agree/s and undertake/s that he/she/they shall not have any objection/s of whatsoever nature to any such construction activities on the SCHEDULE 'A' PROPERTY in respect of PHASE - '2' and/or PHASE '3' of the development. The PURCHASER/S hereby also agree/s and undertake/s that he/she/they shall not cause any obstruction/s and/or hindrance to any such construction activities on the SCHEDULE 'A' PROPERTY in respect of PHASE - '2' and/or PHASE '3' of the development.

- ii. The Purchaser/s shall have no claim whatsoever except in respect of the particular Apartment/s and/or Car Parking Slot/s hereby agreed to be sold. All other open space/s, unallocated and unsold Apartment/s and other unsold space/s, unsold Car Parking Slot/s, etc., will remain the property of the VENDOR herein until the entire Schedule 'A' Property and all the Apartment/s is/are conveyed to the other Purchaser/s and the VENDOR herein shall be entitled to deal with the same in any manner at its absolute discretion.
- iii. The VENDOR shall be entitled to develop such common area/s as they may at its discretion decide from time to time.
- iv. The VENDOR herein shall be entitled to deal with the Stilt/Open/Covered Car Parking Slot/s and earmark, reserve, retain and/or sell Stilt/Open/Covered Car Parking Slot/s in any part of the Schedule 'A' Property including the Basement of the Building/s and the set-back area/s adjoining the building/s in the Schedule 'A' Property.
- v. The VENDOR got constructed the Residential Apartments in respect of the Schedule 'A' Property, i.e., PHASE - '2' and/or PHASE '3' of the development, and which shall be integrated and included to form a composite block and be part and parcel of the Scheme in respect of the Schedule 'A' Property. The VENDOR herein is entitled to put up any additional construction/s that may be sanctioned by the Bruhat Bangalore Mahanagara Palike and/or any competent authority/ies as a result of modification/s of Plan/s during the course of construction and shall also be entitled to construct additional Floor/s towards the Transferable Development Rights [TDR] that may be purchased/retained by M/s.Sterling Developers Private Limited and as permitted by the concerned Authority/ies. The PURCHASER/S shall not raise any objection/s for such additional construction/s over and above the construction already sanctioned as aforesaid and is/are deemed to have consented for such an arrangement. Such construction may be carried out by the VENDOR herein or at the direction of the VENDOR herein. The PURCHASER/S in such an event, shall not be entitled to seek any discount and/or rebate, and/or abatement in the above mentioned consideration.

DUTIES OF THE PURCHASER/S

- i. The PURCHASER/S shall be entitled to the Schedule 'B' Property, as co-owner/s alongwith the other Purchaser/s of the undivided shares in the Schedule 'A' Property.
- ii. The PURCHASER/S shall not have any objection/s whatsoever to the use of the Schedule 'A' Property by the other co-owner/s and/or any one claiming through him/her/them.
- iii. The PURCHASER/S shall not ask for partition and/or separate possession of the Schedule 'A' Property.
- iv. The PURCHASER/S shall not claim and/or demand any severance and/or separate performance of any individual term/s and/or provision/s of his/her/their obligation/s, without being bound and/or liable at the same time to perform the rest of the terms and conditions set forth herein.
- v. The PURCHASER/S shall not seek severance of the undivided share in the Schedule 'A' Property from the Schedule 'C' Apartment, as the Schedule 'B' Property and the Schedule 'C' Apartment, Stilt/Covered/Open Car Parking Slot/s, shall be held or dealt with together at all times and not separately. The PURCHASER/S is/are aware that the exclusive right of use of Stilt/Open/Covered Car Parking Slot/s allotted by the VENDOR herein to various Apartment Owner/s and that the right to use so allotted, shall vest solely in the respective Apartment Owner/s, to whom, it is allotted for a valuable consideration. The PURCHASER/S shall have no objection/s for such right/s of use being allotted. It is, however, clearly understood that such right of use shall not vest in the PURCHASER/S any title to the land earmarked as Stilt/Open/Covered Car Parking Slot/s.
- vi. The common area/s forming part of the Schedule 'A' Property and the Multistoried Residential Apartment Complex thereon, namely, the land comprising of the recreational area/s, internal access road/s and drive ways, etc., shall be enjoyed commonly by all the Apartment Owner/s, except the reserved Stilt/Open/Covered Car Parking Slot/s.

- vii. The PURCHASER/S may purchase Stilt/Open/Covered Car Parking Slot/s at additional cost, failing which, the PURCHASER/S, his/her/their successor/s or any one claiming through him/her/them, shall have no right to park his/her/their vehicle/s in any part/s of the Multistoried Residential Apartment Complex, including the land appurtenant to the building and shall not object to the sale of the Stilt/Open/Covered Car Parking Slot/s aforementioned to the other owner/s of other Apartment/s.
- viii. The Stilt/Open/Covered Car Parking Slot/s, if any, purchased by the PURCHASER/S, shall be used for that specific purpose/s only and not for any other purpose/s.
- ix. The PURCHASER/S shall become and remain Member/s of the Apartment Owners Association to be formed under the Karnataka Apartments Ownership Act, 1972, and/or any other Law/s in force as and when called upon by the VENDOR herein and shall observe and/or perform the Terms and Conditions, Bye-Laws, Rules and/or the Regulations of the said Association.
- x. The said Association will maintain the common amenity/ies, pay for the common expense/s, pay the tax/es of the building, look after the welfare, maintenance, and/or repair/s, etc., of the Multistoried Residential Apartment Complex and the machinery/ies and/or facility/ies and/or fitting/s installed thereat and/or any other ancillary and incidental activity/ies.
- xi. The PURCHASER/S shall pay such deposit/s, cost/s, charge/s, registration fees/s and/or deposit/s and/or such other expense/s as may be required for the formation of the Apartment Owners' Association and/or other formality/ies for obtaining registration of the Deed/s of Declaration, if any, of the Apartment/s including the professional fee/s and/or charge/s and/or for other matter/s incidental thereto.
- xii. The developer shall be entitled to collect initial amount of a sum of Rs.250/- [Rupees Two Hundred and Fifty Only] per Square Feet of the Super Built Up Area from the PURCHASER/S at the time of handing over the possession of the Schedule 'C' Apartment or within a period of ten [10] days of the DEVELOPER informing that the Schedule 'C' Apartment is ready for occupation, whichever is earlier, which amounts are calculated on

pro-rata basis being the corpus fund. The maintenance advance collected shall be transferred to the Apartment Owners Association as and when the association is formed. The maintenance expenditure shall be used towards recurring common maintenance expenditure during Thirty Six [36] Months of maintenance of the Residential Apartment Complex known as STERLING INFINIA, from the date of intimating /delivering the possession. It shall vest exclusively with the DEVELOPER on such terms and conditions that it deem fit and thereafter, have a further option to continuing the residential apartment for a further period of thirty six (36) months , the developer shall be free to appoint any professional agency/ies for such work/s within the apartment complex as it deem fit.

- xiii. From out of the said advance amounts, the VENDOR herein shall pay for the maintenance and/or all the outgoing/s and/or the general expense/s in respect of the Schedule `C' Apartment and the Residential Apartment Complex and the common amenity/ies and/or the facility/ies installed thereat, such as, electrical and water charge/s and/or deposit/s, maintenance charge/s and/or all other cost/s and/or expense/s connected with the maintenance and upkeep of the Residential Apartment Complex. Upon the formation of the Apartment Owners' Association, the VENDOR herein shall handover the unspent advance amount, if any, to the said Association.
- xiv. The PURCHASER/S shall maintain the front, the side and the rear elevation/s of the Residential Apartment Complex in the same form as the VENDOR herein has built and shall not, at any time, alter the elevation/s in any manner whatsoever, without the consent in writing of the VENDOR herein, or the Association of the Apartment Owners, as the case may be.
- xv. The PURCHASER/S shall, from the date of taking possession of the Schedule `C' Apartment, maintain the Schedule `C' Apartment at his/her/their own cost in a good and tenantable condition and shall not do, or suffer to be done, anything in and/or to the Schedule `C' Apartment and/or the common passage/s, which may be against the Municipal Bye-Laws and/or the term/s and condition/s enumerated herein and/or the Rules and Bye-Laws of the Apartment Owners'

Association. The PURCHASER/S shall keep the Schedule `C' Apartment, wall/s, floor/s, roof/s, drain/s, and/or appurtenances thereto in good condition so as to support, shelter, and protect the part/s of the entire building 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 heriditament and shall not add any structure.

- xvi. No Apartment Owner/s including the PURCHASER/S can get exempted from the liability for contribution towards the common expenses by waiver of the use or enjoyment of any common area/s and facility/ies and by abandonment of the Apartment and/or the facility/ies in the Residential Apartment Complex known as **STERLING INFINIA**.
- xvii. Since the PURCHASER/S is/are to own the aforesaid undivided interest in the land described in the Schedule `B' hereunder written, it is specifically agreed that the PURCHASER/S shall be entitled in common with the Purchaser/s/Holder/s of the other Apartment/s in the building, to use and enjoy the common area/s and facility/ies listed hereunder.
 - a. Entrance and common passages
 - b. Lifts/Pumps/Generators of the Block/s
 - c. Open common terrace over the top floor
 - d. Club House on membership basis, on compliance of the rules and regulations.
 - e. Water body and other open area/s, such as, Gardens, Landscaping, etc.

RIGHTS OF THE PURCHASER/S

- i. Right and liberty to the Purchaser/s in common with all other person/s entitled, permitted and/or authorised, at all times of the day or night, and, for all lawful purposes to go, pass and repass over all the common areas like lobbies, terraces, lifts, staircases and passages inside and outside the multistoried building and on the common areas in the Schedule `A' Property.
- ii. Right to subjacent and lateral support and shelter and protection to each of the Apartment/s in the building from the other part/s of the Multistoried Residential Apartment Complex and from the side and the roof thereof.

- iii. Free and uninterrupted passage of running water, sewerage, soil, gas, electricity and/or communication/s from and to the Apartment/s through the sewers, drains and/or water course/s, pipe/s, cable/s and/or wire/s, which is/are now, or may at any time hereafter be, in, under and/or passing through the Multistoried Residential Apartment Complex and/or any part/s thereof.
- iv. Right/s of passage/s to PURCHASER/S and the PURCHASER'S/S' agent/s and/or workmen to the other part/s of the Multistoried Residential Apartment Complex and the appurtenant land at all reasonable times, and upon notice, for the purpose of repairing, cleaning, maintaining and/or renewing any sewers, drain/s and/or water course/s, cable/s, pipe/s and/or wire/s and/or other common amenity/ies and facility/ies without causing any damage/s and/or upon making good any damage/s caused to the other apartment/s and/or common amenity/ies and/or without causing any disturbance to the other Apartment Owner/s.
- v. Right to lay cable/s and/or wire/s through the common wall/s and/or passage/s for telephone installation/s, video/s and computer/s and/or other installation/s, however, respecting the equal right/s of the other Apartment Owner/s.
- vi. Right/s to the PURCHASER/S, his/her/their servant/s, workmen in common with all other Apartment Owner/s and his/her/their agent/s, at all reasonable times and upon notice, to enter into and upon other part/s of the Multistoried Residential Apartment Complex for repairing, maintaining and/or renewing the Schedule 'C' Apartment and/or any part/s of the Multistoried Residential Apartment Complex giving subjacent or lateral support, shelter or protection to the said Apartment/s and/or any part thereof.
- vii. Right to do all or any of the act/s aforesaid without notice in case of emergency.

RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S

The PURCHASER/S so as to bind himself/herself/themselves, his/her/their successor/s-in-title, heir/s, legal representative/s and/or assigns and/or any one claiming through or under him/her/them and with a view to promoting and protecting his/her/their right/s and/or interest as the Owner/s of the

Schedule 'C' Apartment/s and in consideration of the covenants of the VENDOR herein binding on the Owner/s of the other undivided share in the Schedule 'A' Property and the construction thereon, hereby agree/s to the same and is/are bound by the following covenants.

- i. The PURCHASER/S shall not obstruct the VENDOR herein in any manner whatsoever from carrying on the activity/ies of the development over the Schedule 'A' Property till the entire development activity/ies including the PHASE - '2' and/or PHASE '3' of the development, is completed and concluded by the VENDOR herein.
- ii. The PURCHASER/S shall not raise any construction in addition to that of the Schedule 'C' Apartment.
- iii. The PURCHASER/S shall not use and/or permit the use of the Schedule 'C' Apartment in a manner, which would diminish the value and/or utility of the building, pipe/s, cistern/s, cable/s and/or wire/s and/or the like common facility/ies and/or amenity/ies provided in the Schedule 'A' Property and/or in the building put up thereon.
- iv. The PURCHASER/S shall not use the space/s in the land described in the Schedule 'A' Property above, left open after the construction of the Multistoried Residential Apartment Complex for parking of any vehicle/s and/or to use the same in any manner, which might cause hindrance for the free ingress to, or egress from, any other part/s of the Multistoried Residential Apartment Complex, except as provided herein.
- v. The PURCHASER/S shall not default in the payment of any tax/es and/or levy/ies and/or expenses and/or all other outgoings to be shared along with the other owner/s of the Apartments on the Schedule 'A' Property and/or any specified part/s thereof.
- vi. The PURCHASER/S shall not decorate and/or paint the exterior part/s of the Multistoried Residential Apartment Complex, otherwise than in a manner laid down by the VENDOR herein and/or the Association.
- vii. The PURCHASER/S shall not make any separate arrangement/s for the maintenance of the Multistoried Residential Apartment Complex or for ensuring the common amenity/ies therein for the benefit of all the

concerned other than that agreed to be by the Apartment Owners' Association. Till such arrangements are made by the Apartment Owners' Association in the Multistoried Residential Apartment Complex as aforesaid, the arrangement/s made by the VENDOR shall be utilized and paid for proportionately by the PURCHASER/S and the PURCHASER/S shall have no objection/s whatsoever to the handing over the common area/s and facility/ies to the common organization or the Association as soon as it is formed and pending formation of the same, the VENDOR shall retain the same the PURCHASER/S has/have given specific consent to this undertaking.

- viii. The PURCHASER/S shall not keep any stock/s and/or display any good/s, ware/s, advertisement/s and/or signboard/s and/or any other material/s in the common area/s.
- ix. The PURCHASER/S shall not put up any name board/s, sign board/s and/or any other logo/s and/or electrical fitting/s on the exterior of his/her/their Apartment/s and/or on the exterior wall/s of the Multistoried Residential Apartment Complex. The name/s and/or the Apartment No./s., of the PURCHASER/S shall be put in standardised letters and colouring only at the locations/Boards that may be designated by the VENDOR herein in the entrance lobby and at the entrance door/s of the particular Apartment/s, but at no other place/s in the Multistoried Residential Apartment Complex and the No./s., shall not be altered.
- x. The PURCHASER/S shall not do any act/s and/or deed/s that may spoil the appearance of the Multistoried Residential Apartment Complex and shall not cause any obstruction or nuisance or hindrance to the owner/s of the other Apartment/s.
- xi. The PURCHASER/S shall not make any aperture or opening/s for exhaust fan/s and/or air conditioner/s on the exterior wall/s of the Schedule 'C' Apartment.
- xii. The PURCHASER/S shall require every person/s, who may become the Owner/s of the Schedule 'C' Apartment, to undertake/s and observe/s the restrictions set forth herein and/or in the Bye-Laws and Rules of the Apartment Owners' Association.

- xiii. The PURCHASER/S shall not use the Schedule 'C' Apartment for purpose other than RESIDENTIAL and not to use the same for any illegal and immoral purpose/s.
- xiv. The PURCHASER/S shall not enter or trespass into the Parking Area/s, which is/are exclusively allotted for the use of the Apartment Owner/s.

OBLIGATION/S OF THE PURCHASER/S

The PURCHASER/S in proportion to his/her/their share/s in the Schedule 'A' Property along with the other owner/s of the Apartment/s in proportion to his/her/their share/s, shall be deemed to have accepted the following conditions and to has/have contracted to bear the following expenses:

- i. All rates and out goings payable in respect of the Schedule 'A' Property and the Multistoried Residential Apartment Complex put up thereon.
- ii. All expenses towards routine maintenance including painting, whitewashing, and/or cleaning, etc., and provision of the common service/s to the Multistoried Residential Apartment Complex as set out below :-
 - a. Maintenance of Lift/s, pump set/s and other machinery/ies, water, sanitary and electrical line/s common to the Multistoried Residential Apartment Complex.
 - b. Payment of the electrical, water and sewerage charge/s for common service/s.
 - c. Replacement of bulb/s and/or electrical fittings in corridor/s and common passage/s and lobby/ies and/or other common area/s.
 - d. Maintenance of potted plants and landscaped areas and gardens in the Schedule 'A' Property.
 - e. Provision for Watchmen, Pump and Generator Operator/s, Lift Operator/s, Plumber/s, Electrician/s, Gardener/s, Sweeper/s, and security personnel and other office personnel, etc.
 - f. Such other expenses which are common in nature and not attributable to any Apartment/s in particular, but relates the building in general.

- g. The PURCHASER/S shall have no objection whatsoever to the VENDOR herein handing over the common area/s and/or the facility/ies to the Association of the Apartment Owners as soon as the same is formed. Till such time the Association is formed, the PURCHASER/S shall have no objection to the VENDOR herein maintaining the common areas/s and/or the facility/ies and collecting the proportionate cost/s from the PURCHASER/S. However, in the event, all the Owner of the Apartment/s in **STERLING INFINIA** do not co-operate in formation of the Association by filing the Deed of Declaration before the jurisdictional Sub-Registrar, then, the VENDOR herein shall register the Association by constituting 51% [Fifty One Percent] of the Owners and filing a Deed of Declaration on behalf of the said majority of the owners.
- h. The PURCHASER/S shall be liable for the charges for the common amenity/ies and/or other charge/s for water, rent, electricity and water from the date of the communication by the VENDOR herein to the PURCHASER/S of the readiness and to handover the possession of the Schedule 'C' Apartment.
- iii. If the PURCHASER/S default/s in making payment/s due for any common expense/s, benefit/s and/or amenity/ies, as above, the VENDOR or the Association of the Apartment Owners, as the case may be, shall have the right/s to remove such common benefit/s and/or amenity/ies, facility/ies, and/or service/s including the electricity and water connection/s from the enjoyment of the PURCHASER/S for the period of such default and the PURCHASER/S shall not question such action/s before any Forum/s and dispute/s, if any, shall be resolved by the Apartments Owners' Association.
- iv. No Apartment Owner/s shall refuse/s to pay towards the maintenance of common amenity/ies, facility/ies and/or the services and/or the repairs to, and replacement of, machinery/ies, employed for operating the common amenity/ies, whether or not he/she/they make/s use of such amenity/ies and/or the facility/ies and/or the service/s.

SCHEDULE 'A' PROPERTY
[COMPOSITE PROPERTY]

(Belonging to Mrs Pushpavathi)

Item No.1

All that piece and parcel of the undeveloped converted lands measuring 12 Guntas in Survey No. 9/11 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, duly converted vide order No. ALN/S.R.(S) : 113/2006-07, dated 2/6/2009, and bounded on the :-

East by : Property bearing Survey No.9/12,
West by : Property bearing Survey No.9/10,
North by : Property bearing Survey No.55 (new no.55/2),
South by : Road.

Item No.2

All that piece and parcel of the undeveloped converted lands measuring 09 Gunta in Survey No.9/12 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, duly converted vide order No. ALN/S.R.(S) : 113/2006-07, dated 2/6/2009, and bounded on the :-

East by : Property bearing Survey No.9/13,
West by : Property bearing Survey No.9/11,
North by : Property bearing Survey No.55 (new no.55/2),
South by : Road

Item No.3

All that piece and parcel of the undeveloped converted lands measuring 09 Guntas In Survey No. 9/13 of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk, Bangalore, duly Converted vide conversion Order bearing No. ALN/S.R.(S) : 11/2007-08 dated 25.05.2009 and bounded on the :-

East by : Property bearing Survey No. 9/14,
West by : Property bearing Survey No. 9/12,
North by : Property bearing Survey No. 55 (new
no.55/2),
South by : Road

Item No.4

- a) All that piece and parcel of the undeveloped converted lands measuring 05 Guntas in Survey No.9/14 of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk, Bangalore, duly Converted vide conversion Order bearing No. ALN/S.R.(S): 113/2006-07, dated 2/6/2009 and bounded on the :-

East by : Property bearing Survey No.9/15,
West by : Property bearing Survey No.9/13,
North by : Property bearing Survey No.55 (new no.55/2),
South by : Road

- b) All that piece and parcel of the undeveloped converted lands measuring 04 Guntas in Survey No.9/14 of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk, Bangalore, duly Converted vide conversion Order bearing No. ALN/S.R.(S) : 11/2007-08 dated 25.05.2009 and bounded on the :-

East by : Property bearing Survey No.9/15,
West by : Property bearing Survey No.9/13,
North by : Property bearing Survey No.55 (new no.55/2),
South by : Road

Item No.5

All that piece and parcel of the undeveloped converted lands measuring 29 Guntas in Survey No.55 (new no.55/2) of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk,

duly Converted vide conversion Order bearing No. ALN/S.R.(S): 113/2006-07, dated 2/6/2009 and bounded on the :-

East by : Portion of the Property bearing Survey o.55
(new no.55/2),
West by : Property bearing Survey No.14,
North by : Property bearing Survey No.54,
South by : Property bearing Survey No.9

(Belonging to Mr Rajendra Patil)

Item No.1

All that piece and parcel of the undeveloped converted lands measuring 20 Guntas in Survey No.7/2 of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk, Bangalore, bounded on the, Converted vide conversion Order bearing No.BDS:ALN/S.R.(S):363/2003-04, dated 24.12.2003 and bounded on the :-

East by : Property bearing Survey No.7/3
West by : Property bearing Survey No.8/2
North by : Property belongs to Rifle Range
South by : Property bearing Survey No.6

Item No.2

All that piece and parcel of the undeveloped converted lands measuring 01 Acre and 20 Guntas in Survey No.8/2 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, bounded on the Converted vide conversion Order bearing No.BDS: ALN/S.R.(S) : 364/2003-04, dated 24.12.2003, and bounded on the :-

East by : Property bearing Survey No.7/2
West by : Property bearing Survey No.9/16
North by : Property belongs to Rifle Range
South by : Property bearing Survey No.6

Item No.3

All that piece and parcel of the undeveloped converted lands measuring 17 Guntas in Survey No.9/15 of Agara Village, Begur Hobli, Bangalore South Taluk, Presently Bangalore East Taluk, Bangalore, Converted vide conversion Order bearing No.BDS: ALN/S.R.(S) : 365/2003-04, dated 24.12.2003 and bounded on the :-

East by : Property bearing Survey No.9/16
West by : Property bearing Survey No.9/14
North by : Property bearing Survey No.55 (new no.55/2)
South by : Property bearing Survey No.10

Item No.4

All that piece and parcel of the undeveloped converted lands measuring 13 Guntas in Survey No.10 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, Converted vide conversion Order bearing No.BDS: ALN/S.R.(S) : 366/2003-04, dated 24.12.2003 and bounded on the :-

East by : Property bearing Survey No.6 belonging to Sri. Srinivasareddy & Others and Sy. No. 10 belonging to Sri. Shankar Reddy
West by : Property bearing Survey No.10 belonging to Sri.Shankar Reddy and lands in Survey No. 9/1.
North by : Portion of the property bearing Survey No. 9
South by : Sarjapur Road.

(Belonging to Mr Sanganna Gowda Patil)

Item No.1

All that piece and parcel of the undeveloped converted land measuring 12 Guntas in Survey No. 9/10 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, duly converted vide order No.BDS: ALN/S.R.(S) : 19/2007-08, dated 2.06.2009 and bounded on the :-

East by : Property bearing Survey No.9/11
West by : Property bearing Survey No.9/9
North by : Property bearing Survey No.55 (new no.55/2)
South by : Road

Item No.2

All that piece and parcel of the undeveloped converted land measuring 09 Gunta in Survey No 9/16 of Agara Village, Begur Hobli, Bangalore South Taluk Presently Bangalore East Taluk, Bangalore, duly converted vide order No.BDS: ALN/S.R.(S) : 19/2007-08, dated 2.06.2009, and bounded on the :-

East by : Property bearing Survey No.8
West by : Property bearing Survey No.9/15
North by : Property bearing Survey No.55 (new no.55/2)
South by : Road

The Schedule Property forms a compact and contiguous block and the Bruhat Bangalore Mahanagara Palike, by an Order bearing No.KTR/154/2011-12, dated 22/09/2011, issued by the Office of the commissioner, H.S.R. Sub Division, Bruhat Bangalore Mahanagara Palike, Bangalore, has amalgamated the Khata of the Schedule 'A' Property, while assigning the Schedule 'A' Property as Municipal No.1093/9/10/9/16 in respect of the undeveloped converted lands bearing Survey Nos.7/2, 8/2, 9/10, 9/11, 9/12, 9/13, 9/14, 9/15, 9/16, 10 and 55 (new no.55/2), in all measuring about 4 Acres and 39 Guntas, i.e., 2,16,711 Square Feet, all of Agara Village, Begur Hobli, Bangalore South Taluk, now Bangalore East Taluk, Bangalore, and having the following composite boundaries :-

East by : Property bearing Survey No.7
West by : Property bearing Survey No.9
North by : Property bearing Survey Nos.55 (new
no.55/2) and 8;
South by : Property bearing Survey No.10 and Road.

SCHEDULE - 'B' PROPERTY
[PROPERTY CONVEYED UNDER THIS DEED]

****The undivided share, right, title and interest in the Schedule 'A' Property mentioned above works out to Square Feet.**

SCHEDULE - 'C' APARTMENT

[Description of the Apartment built by the PURCHASER/S through
the VENDOR under an Agreement to Build]

A _____ **Bedroom** Apartment bearing **Unit No.** _____ on the _____ **th Floor** of **Block No.** _____ of the Residential Apartment Complex known as **STERLING INFINIA**, constructed on the Schedule 'A' Property, having a Super Built Up Area of _____ **Square Feet / Carpet Area of** _____ **square feet** (which is inclusive of the floors, ceiling and walls between the Apartments and proportionate share in all common areas) with Vitrified Tiles for Flooring with Powder Coated Glazed Aluminium Windows and Teak Veneered Door for Entrance and Flush Door/s painted White for interior and other modern amenity/ies inclusive of **Two (2) Covered Car Parking Slot/s**.

IN WITNESS WHEREOF, THE PARTIES hereunto have set their respective hands to this Deed of Sale on the Day, Month and Year first hereinabove written.

WITNESSES :

1.

VENDOR
REPRESENTED BY POWER OF
ATTORNEY HOLDER OF
M/S.STERLING DEVELOPERS

PRIVATE LIMITED,
REPRESENTED
BY SRI.RAMANI SASTRI/
SRI.SHANKAR SASTRI.

2.

PURCHASER/S