

SALE DEED

This Deed of Sale ("Deed") is made and executed on this the _____ day of _____ at Bangalore by :

L&T CONSTRUCTION EQUIPMENT LIMITED (LTCEL), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at L&T House, Ballard Estate, Mumbai 400001, represented by its Authorised Signatory (hereinafter referred to as the "**VENDOR**" which term shall wherever the context admits mean and include successors-in-office and permitted assigns);

TO AND IN FAVOUR OF

_____, aged about _____ years (having Income Tax Permanent Account No. _____) residing at, _____ (hereinafter called

the "**PURCHASER**" which term shall wherever the context admits mean and include himself/herself, his/her legal heirs, representatives, executors, successors, administrators and assigns);

The "**VENDOR**" and the "**PURCHASER**" shall collectively be referred to as "**THE PARTIES**" and individually as a "**PARTY**".

WHEREAS

- A. Under diverse deeds and documents, M/s. International Business Machines (IBM) was granted, conveyed and assured, several pieces and parcels of lands situated at Byatarayanapura Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore District, admeasuring in aggregate of 67 acres 10.5 guntas and more particularly described in the **FIRST SCHEDULE** hereunder ("**said Property**"), absolutely, forever and free from all encumbrances;
- B. By an Agreement for Sale dated 11th August 1973 and an Indenture dated 4th March 1982 IBM sold the said Property to Larsen & Toubro Limited;
- C. Vide a Joint Venture Agreement dated 27th January 1998 and in pursuance to the RBI/ Government permission dated 11th August 1997, Larsen & Toubro Limited entered into Joint Venture with Komatsu Asia Pacific PTE, a wholly owned subsidiary of Komatsu Ltd, Japan,. The said Joint Venture Company was named L&T-Komatsu Limited and was registered under No. 11-109700 of 1997. As a part of business, the said Property was transferred to the newly formed Joint Venture Company (L&T-Komatsu Limited) vide Transfer deed dated 11th March 1998 registered under No. 10758/04-05 dated 10th August 2004;
- D. In the year 2013, Larsen & Toubro Limited purchased entire share of Komatsu Asia Pacific PTE in the Joint Venture Company L&T-Komatsu Limited and thus, became the full owner of the L&T-Komatsu Limited;
- E. Vide Certificate of Change of Name dated 1st May 2013, issued by the Registrar of Companies, L&T-Komatsu Limited was renamed as "**L&T Construction Equipment Limited**" (the Vendor herein);
- F. The Vendor, since then, has been in peaceful possession and enjoyment of the said Property and has been duly paying all taxes, cess, outgoings and all other public charges; and has absolute, unfettered legal right and title in their favour of the said Property;
- G. The Vendor has handed over about 5,766.72 sq mtrs out of said Property to National Highways Authority of India for widening of NH - 7 (Bellary Road);
- H. The Vendor appointed Larsen & Toubro Limited (L&T) for conducting assessment of development potential of the Said Property to develop commercial/residential/ retail buildings. L&T has, accordingly, prepared the master plan, building designs, etc. and obtained the approvals from various authorities in respect thereof;
- I. The Vendor has appointed L&T Realty Limited as the **Development Manager**, under a Development Management Agreement dated 25th November, 2015, to develop the said Property, in phases/clusters, and to construct thereon residential/ commercial/retail/public buildings, as may be decided by the Vendor, from time to time. The Vendor shall, at its own discretion, carry out such development as may be permitted in law, and/or to deal with the balance portion of the said Property, in the manner the Vendor deems fit and appropriate;
- J. The Vendor has, conceived a scheme of development of a multistoried residential complex, on a portion of the said Property admeasuring **30959.43 sq. mtrs.** ("**said**

Land"), known as "**L&T Realty - Raintree Boulevard**" consisting of several blocks of residential apartments, common compound, entrances, lobbies, staircases, lifts and passages with rights in the common areas of the residential complex. The said Land is more particularly described in the **SECOND SCHEDULE** hereunder.

- K. The Vendor has constructed 17 (seventeen) multi-storied buildings/towers in 3 (three) clusters. The first cluster has 7 (seven) buildings/towers and the second and third cluster has 5 (five) buildings/towers each. The entire project comprising of all 17 (seventeen) residential towers, in all the 3 (three) clusters, with the common areas and other facilities, shall be known as the "**L&T Realty - Raintree Boulevard**" ("**said Complex**").
- L. For the purpose of obtaining statutory approvals, the said Complex was named as "**L&T North Star**", but for the purpose of marketing, branding and promotion, it has been named "**L&T Realty - Raintree Boulevard**".
- M. The Vendor has obtained the approval for development of the said Property, from the Bangalore Development Authority (BDA) vide Planning Permit issued vide BDA/TPM/DLP 32/ 2014-15/ 2330/ 2015-16 dated 18/09/2015 - under the name 'L&T North Star'. The said approval is for about 8.8 Million sq. ft. of floor area for mixed use development and appurtenant basements for parking spaces, to be constructed on the said Property. The Vendor as per statutory norms has set aside 10% of the said Property (26520.96 sq. mtrs.) as park and open spaces and 6301.67 sq. mtrs of said Property has been provided for Road widening as per Revised Master Plan 2015. The Vendor has set aside 5% of the said Property (about 12007.25 sq.mtrs), as Civic Amenities Area.
- N. The Vendor has obtained sanctioned Building Plans for construction of the said Complex, from Bruhat Bengaluru Mahanagara Palike (BBMP), vide No. BBMP/Addnl. Dir/ JD NORTH/ LP/0191/2015-16;
- O. The Purchaser hereby affirms, confirms and covenants that, having verified all the documents of title, including but not limited to the revenue records of the said Property and having been completely satisfied with the Vendor's title to the said Property, the Purchaser is desirous of purchasing proportionate undivided share in the said Property;
- P. The PURCHASER has agreed to purchase an apartment no. on floor in Tower admeasuring Sq. mtrs (..... sq. ft.) carpet area with car parking space/s ("**the said Apartment**") in the said Complex, to be constructed on the said Land, alongwith an undivided share of land admeasuring Sq. mtrs, of the said Property, in Raintree Boulevard ("**said UDS**"), for a total sale consideration of **Rs. _____/- (Rupees _____ Only) ("**Sale Consideration**")**, free from any encumbrances whatsoever, on terms and conditions enumerated hereunder. The said Apartment and the said UDS is more particularly described in the **THIRD SCHEDULE** and **FOURTH SCHEDULE**, respectively hereunder.
- Q. The Purchaser has scrutinized all the documents of title in respect of the said Property and having been satisfied with the Vendor's title to the said Property and

on verifying the sanctioned plans, design and specifications prepared by the Vendor's architect and such other documents prepared under the said Complex, has thereafter agreed to purchase the said Apartment and the said UDS, in the said Complex/said Property, subject to the terms and conditions hereinafter appearing.

- R. The Purchaser has executed an Agreement for Sale in respect of purchase of the said Apartment and the said UDS, under the Real Estate (Development & Regulation) Act, 2016, which is duly registered under no..... at the Sub-Registrar of at
- S. The Purchaser having now paid the entire Sale Consideration as detailed below, has requested the Vendor to execute the Sale Deed in his/her/their favour and the Vendor has duly agreed thereto.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) The parties hereto do hereby agree, declare and confirm that all the Recitals of this Deed form part and parcel of the operative part of this Deed of Sale and shall be read accordingly.
- 2) That in pursuance of the aforesaid terms and conditions and the Sale Consideration of Rs. _____/-(Rupees _____ Only) paid by the PURCHASER to VENDOR, the receipt of which sum the Vendor does acknowledge, Vendor does hereby grant, convey, sell, transfer and assign unto the PURCHASER, an apartment no. on floor in Tower admeasuring Sq. mtrs (..... sq. ft.) carpet area with car parking space/s ("**the said Apartment**") in the said Complex, to be constructed on the said Land, alongwith an undivided and impartible share of land, ownership right, title and interest, free from any encumbrances whatsoever, admeasuring Sq. mtrs, of the said Property, together with advantages, ways, liberties and privileges and all other rights unto the use of the PURCHASER absolutely and forever, subject to the covenants enumerated hereunder. The said Apartment and the said UDS, conveyed to the PURCHASER, is more particularly described in Third and Fourth Schedules hereunder. The Vendor covenants with the PURCHASER as follows:
 - a) the VENDOR hereby declares that the said Property is free from all encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever, which are in any way detrimental to the interest of the PURCHASER.
 - b) The VENDOR assures and covenants with the PURCHASER that it has not knowingly done or suffered anything that may in any way prejudicially or adversely affect title to the said Apartment / said UDS.
 - b) The VENDOR hereby further covenants with the PURCHASER that there are no charges, encumbrances, mortgages, attachments, acquisition proceedings or lis pendens in regard to the said UDS and the PURCHASER may peacefully and quietly enter into and upon the said UDS, hereby conveyed, free from any let or hindrance from the VENDOR or anyone claiming through or under the VENDOR.

- c) The VENDOR further covenants with the PURCHASER that the VENDOR shall indemnify and keep the PURCHASER indemnified against any claims, losses, damages or costs that may be occasioned or caused to the PURCHASER on account of any encumbrance, claim or defect in title of the said UDS, hereby conveyed.
- d) The VENDOR further covenants and assures the PURCHASER that it has paid all taxes, rents, levies, etc. and dues, on the said UDS, upto the date of this Sale Deed and the PURCHASER shall bear and pay all taxes, in respect of the said UDS, from this day.
- e) The PURCHASER shall not be entitled to claim partition of the said UDS conveyed and the said UDS shall always remain impartible.

3) The fixtures and fittings, with regard to the flooring and sanitary fittings, and amenities like lifts with particular brand, or price range (if unbranded), provided by the Vendor in the said Complex and the said Apartment, are as set out in ANNEXURE "A", annexed hereto.

4) DEFECT LAIBILITY :

- a. If within a period of 5 (Five) years from the date of handing over the said Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor, any structural defect/s in the said Apartment or the said Complex or any defects in workmanship, quality, provision of service, or the material used (normal wear and tear and misuse caused by or attributable to the Purchaser/s excluded), and provided the Purchaser is not guilty and responsible for such defect, then wherever possible, such defects shall be rectified by the Vendor, at its own costs, within 30 days of receipt of such written notice from the Purchaser, and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive, from the Vendor, compensation for such defect/s, in the manner as provided under the Act. The Purchaser shall, without any reluctance, give access to the contractors, workers, etc., of the Vendor, to the said Apartment, as may be required for rectifying such defects. However, it is specifically agreed that, if the Purchaser does any alterations and/or causes damage to the said Apartment, due to the negligent use, modifications, acts or omission by himself/herself and/or his agents, visitors, contractors, etc., such as waterproofing, fittings, pipes, fixtures etc., without the prior written consent of the Vendor, then the Vendor shall not be liable for any such defect/s.
- b. The Purchaser shall use the said Apartment or any part thereof or permit the same to be used, only for purpose of residence and he/she shall use the parking space/s only for purpose of keeping or parking his/her vehicle/s.

5) FORMATION OF SOCIETY/ASSOCIATION

- a. The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Association to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the byelaws of the Association and duly fill in, sign and return to the Vendor within 7 (seven) days of the same being forwarded by the Vendor to the

Purchaser, so as to enable the Vendor to register the common organization/association of Purchasers. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or any other Competent Authority.

- b. The Vendor shall, within 3 (three) months of registration of the association of the Purchasers, as aforesaid, cause to be transferred to the such association all the rights, title and the interest of the Vendor in the structure of the said Complex, in which the said Apartment is situated. In the event, any of the apartments in the said Complex are unsold, at the time of formation and registration of association, then the Vendor may retain such unsold premises, as the owner thereof, without any liability to the association of the Purchasers. The Vendor shall be solely entitled to deal with and/or dispose of such unsold premises in such a manner as it may deem fit and proper. The association of the Purchasers shall admit, as its members, the Purchaser/s of such unsold premises, without any protest.
 - c. The Vendor shall, within 3 (three) months of registration of the Apex body of the association/s, as aforesaid, cause to be transferred to the Apex body all the right, title and the interest of the Vendor in the said Land, including all common areas, amenities, internal roads and balance portion of the said Land, on which the said Complex, with multiple wings or buildings, is constructed.
 - d. The Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Land and the said Complex namely, local taxes, property tax, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses, necessary and incidental to the management and maintenance of the said Land and the said Complex. Until the association is formed and the structure of the said Complex is transferred to it, the Purchaser shall regularly pay to the Vendor such proportionate share of outgoings, as may be determined.
- 6) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant with the Vendor as follows :-
- i. To maintain the said Apartment at the Purchaser's own cost in good and tenantable repair and condition, from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Complex in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Complex in which the said Apartment is situated and the said Apartment itself or any part thereof, without the consent of the local authorities, if required.
 - ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Complex in which the said Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Complex in which the said Apartment is situated, including entrances of the said Complex in which the said Apartment is situated and in case any damage is caused to the said Complex in which the said Apartment is situated or the Apartment, on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii. To carry out, at his own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the said Complex in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. 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 alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Complex in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment, without the prior written permission of the Vendor and/or the Association.
- v. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Purchaser/s shall be solely responsible for all the consequences arising because of the same).
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Complex in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the said Complex in which the said Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or

Government and/or other public authority, on account of change of user of the said Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Purchaser shall observe and perform all the rules and regulations which the Association or Apex Body may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Complex and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws, for the time being, of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association / Apex Body regarding the occupancy and use of the said Apartment in the said Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - x. Till a conveyance of the structure of the said Complex in which said Apartment is situated, is executed in favour of association of Purchasers, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Complex or any part thereof to view and examine the state and condition thereof.
 - xi. Till a conveyance/assignment of lease of the said Land, on which the said Complex in which said Apartment is situated, is executed in favour of Apex Body, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
 - xii. All the provisions contained herein and the obligations arising hereunder in respect of the said Complex shall equally be applicable to and enforceable against any subsequent purchaser/s of the said Apartment, in case of a transfer/sale, as the said obligations go along with the said Apartment, for all intents and purposes.
- 7) The VENDOR hereby reserve and retain unto themselves, absolute and unrestricted right to use/develop/dispose of the remaining extent of lands and/or undivided share of lands in the said Property, as they deem fit and proper, and the PURCHASER shall not have the right to question such use and enjoyment and disposal by the VENDOR to any other person/s.
 - 8) The VENDOR further covenants with the PURCHASER and assures that the PURCHASER shall have the Khata of the said UDS transferred to his/her/their name in the concerned revenue department as absolute owner thereof and the VENDOR undertakes to execute the necessary documents for the transfer of Katha in the name of the PURCHASER as absolute owner thereof.
 - 9) The VENDOR has already handed over the photocopies of the title deeds pertaining to the said Property to the PURCHASER.

- 10) The VENDOR has, this day put the PURCHASER in lawful, peaceful and absolute possession of the said Apartment and the said UDS, hereby conveyed, to hold and enjoy the same forever.
- 11) The PURCHASER agrees to bear the stamp duty and registration charges and other incidental charges in respect of the execution and registration of this Deed.
- 12) For the purpose of this transaction, the details of the PAN of the Vendor and the Purchaser are as follows:
- (i) Vendor's PAN - AAACL4175C
- (ii) Purchaser's PAN -

IN WITNESSES WHEREOF, the 'VENDOR' and the 'PURCHASER' herein above named have signed this Deed on the day, month and year above mentioned in the presence of the following witnesses.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :
(Description of the said Property)

All that piece and parcel having Municipal Khata Number 239/240/275/88/1; 240/276/89/1 and having Non Agricultural Industrial land with messuages and tenements standing thereon surrounded by a Pucca boundary wall admeasuring in the aggregate 67 Acres and 10.5 Guntas equivalent to 27 Hectares and 22 ares approximately on the west side of Bangalore Bellary highway at Bytaranyapura village, Yelahanka Hobli, Bangalore North Taluka and in registration Sub District of Bangalore North Taluka, District Bangalore, State of Karnakata bearing following Description:

Survey No.	Extent		Survey Number	Extent	
	Acres	Guntas		Acres	Guntas
88(part)	1	00	98/1 (part)	7	03
89/1	1	32	98/2-3-4		
89/2	0	32	99	5	35
90	5	35	100/1 (part)		31
91		35	101/1A		25
92/1		29	101/1(pt)		24.5
93/1-2-3-4-5	5	17	101/2(pt)		11
94/1-2-3-4	3	23	101/3(pt)	1	30
95/1-2	3	20	102/1-2-3	6	18
96/1-2	6	20	103	4	32
97/1-2-3	4	12	104/1-2-3-4	4	16
	34	25		32	25.5

And Bounded as follows:

East by: Partly By Bangalore Bellary Highway and Partly by Lands Bearing Survey Numbers 104/5-6

West By : Partly by Bangalore Hindupur Railway Line and partly by remaining part of Survey Number 88(part)

North By : Remaining Lands bearing Survey Number 98/1(pt), 101/1A (pt), 101/2(pt) acquired by Government for Gandhi Krishi Vikas Kendra (GKVK)

South By : Partly by cart Track, Partly by Lands bearing Survey Numbers 92/2, 94/5 and 105/6A-7

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Land)

All that piece parcel having admeasuring 7.65 Acres approximately with the Survey Numbers as follows :

Survey nos.	Area in Sq.mtrs.
96/2	364.99
96/1	4275.05
95/1	2750.54
95/2	5271.78
94/1	656.06
94/2	1544.70
94/3	1107.77
94/4	1305.91
93/1	365.21
93/2A	772.65
93/2B	71.68
93/3	5501.94
93/4	3987.97
93/5	2983.17
Total	30959.43

THE THIRD SCHEUDLE HEREINABOVE REFERRED TO:

(Description of the said Apartment)

Apartment bearing No. _____ admeasuring _____ sq. mtrs. carpet area i.e. approximately _____ sq. ft. with _____ balconies admeasuring approximately _____ sq.mtrs and exclusive right to use terrace areas admeasuring _____ sq. mtrs., on _____ floor in Tower_____ of the project known as "RAINTREE BOULEVARD", alongwith _____ car parking space/s.

THE FOURTH SCHEUDLE HEREINABOVE REFERRED TO:

(Description of the said UDS)

Undivided share, right, title, interest and ownership, of land admeasuring sq. mtrs (.....Sq. Ft.) of the said Property, mentioned above.

SIGNED AND DELIVERED)
 By the within named **VENDOR,**)
L&T CONSTRUCTION EQUIPMENT LIMITED)
 by its authorised signatory)
 _____)
 Authorised under Board resolution)
 dated)
 In the presence of.....)

SIGNED AND DELIVERED BY THE)
 within named **PURCHASER/S**)
 Mr. / Mrs. / M/s. _____)
 _____)
 _____)
 _____)
 _____)
 In the presence of)

ANNEXURES (AS ABOVE MENTIONED TO BE ATTACHED)