**DEED OF ABSOLUTE SALE**

THIS **DEED OF ABSOLUTE SALE** is made and executed on this the .............. Day of August Two Thousand and Eighteen (...08.2018) at Bangalore.

BY :

**1. Mr.M.BHASKAR REDDY,** aged about 58 years,

Son of Late Sri.Ramaraghava Reddy,

Residing at Flat No.A3, Evershine Tropical Apartments,

No.93, Doopanahalli, Indiranagar,

Bangalore- 560 008.

**2. Mrs.M.SAMPOORNA,** aged about 48 years,

Wife of Mr.M.Dhananjaya Reddy,

Residing at No.87, 3rd Cross,

Bhuvaneshwari Nagar,

C.V.Raman Nagar Post,

Bangalore- 560 093.

**3. Mr.R.PRATAP KUMAR REDDY,** aged about 53 years,

Son of Late Sri.R.Subbarami Reddy,

Residing at Flat No.A4, Samhita Ritz,

Rustumbagh Main Road,

Nagavarapalya, C.V.Raman Nagar Post,

Bangalore- 560 093.

Represented by their GPA Holder:

**M/s.VIJAYASRI BUILDERS AND DEVELOPERS,**

Registration No.462 of 2014 at Ranga Reddy (East),

A Partnership firm having its Head office at:

No.17-17 & 18/G6,

Srinagar Colony, Dilsukh Nagar,

Hyderabad, Andhra Pradesh.

Branch office at:

Survey Number 25/1 and 25/2,

Bidare Agrahara, Bidarahalli Hobli,

Bangalore East Taluk.

Represented by its Managing Partner:

Mr.S.THIRUPATHAIAH.

Vide the Power of Attorney dated 02.03.2015, registered as Document No.1115/2014-15, stored in CD No.INRD 136, Book IV, registered before the office of the Sub-Registrar, Indiranagar, Bangalore.

Hereinafter referred to as the **“OWNERS/PARTIES OF THE FIRST PART”** which term wherever the context so applies shall mean and include his Legal Heirs, Executors, Administrators, Legal Representatives, Successors, Assigns, etc., of the ONE PART.

AND :

**M/s.VIJAYASRI BUILDERS AND DEVELOPERS,**

Registration No.462 of 2014 at Ranga Reddy (East),

A Partnership firm having its Head office at:

No.17-17 & 18/G6,

Srinagar Colony, Dilsukh Nagar,

Hyderabad, Andhra Pradesh.

PAN:

Branch office at:

Survey Number 25/1 and 25/2,

Bidare Agrahara, Bidarahalli Hobli,

Bangalore East Taluk.

Represented by its Managing Partner:

Mr.S.THIRUPATHAIAH.

Hereinafter referred to as the **‘DEVELOPER/PARTY OF THE SECOND PART’** (which term wherever the context so applies shall mean and include the Partnership Firm, its Partners, Executors, Administrators, Legal representatives and Assigns, etc.,) of the SECOND PART.

AND IN FAVOUR OF

**Mr. Ramesh Raju Sangaraju** aged about 34years,

S/o Mr. Balarama Raju Sangaraju

Residing at Address: B-3-11-3, Phase 2,

Pantai Hill Park, Pantai Dalam KL,

Malaysia – 59200.

Hereinafter called the **PURCHASERS/PARTY OF THE THIRD PART** (which term wherever the context so applies shall mean and include their respective Heirs, Executors, Administrators, Legal representatives and Assigns, etc.,) of the THIRD PART.

WITNESSETH.

WHEREAS, the Owner at Sl.No.1 of the First Part Mr.M.Bhaskar Reddy, is the absolute owner of all that piece and parcel of a portion of the land bearing Survey Number 25, New Survey Number 25/1- measuring 1 Acre 5 Guntas (out of 2 Acres 13 Guntas + 7 Guntas karab), situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore South Taluk, presently Bangalore East Taluk, he having purchased the same vide the Deed of Sale dated 10.04.2006, registered as Document No.1255/06-07, stored in CD No.KRID 205, Book I, registered before the office of the Sub-Registrar, K.R.Puram, Bangalore, from its previous owners Mr.Momu Anjinappa Reddy, son of Late Sri.Muniswamy Reddy, his wife Mrs.Nandha Anjinappa Reddy, and their minor children, for valuable consideration.

WHEREAS, subsequently the extent of the land came to be rectified vide the Order in MR No.H 11/2012- 13, issued by the Village Accountant, Bangalore East Taluk, Bangalore, and the land bearing Survey Number 25/1- measuring 1 Acre 1 ½ Guntas, situated at Bidare Agrahara Village, came to be made out in the name of Mr.M.Bhaskar Reddy.

WHEREAS, the Owner at Sl.No.1 of the First Part is the absolute owner of all that piece and parcel of a portion of the land bearing Survey Number 25, New Survey Number 25/1- measuring 1 Acre 1 ½ Guntas (out of 2 Acres 13 Guntas + 7 Guntas karab), situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore South Taluk, presently Bangalore East Taluk, Bangalore.

WHEREAS, the Owner at Sl.No.2 of the First Part Mrs.M.Sampoorna, is the absolute owner of all that piece and parcel of a portion of the land bearing Survey Number 25, New Survey Number 25/2- measuring 34 Guntas + 6 Guntas karab (out of 1 Acre 34 Guntas + 6 Guntas karab), situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore South Taluk, presently Bangalore East Taluk, Bangalore, she having purchased the same vide the Deed of Sale dated 29.04.2006, registered as Document No.3531/06-07, stored in CD No.KRID 211, Book I, registered before the office of the Sub-Registrar, K.R.Puram, Bangalore, from its previous owner Mr.Vimal Chand Chordia, for valuable consideration.

WHEREAS, the Owner at Sl.No.3 of the First Part Mr.R.Pratap Kumar Reddy, is the absolute owner of all that piece and parcel of a portion of the land bearing Survey Number 25, New Survey Number 25/2- measuring 1 Acre (out of 1 Acre 34 Guntas + 6 Guntas karab), situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore South Taluk, presently Bangalore East Taluk, Bangalore. he having purchased the same vide the Deed of Sale dated 29.04.2006, registered as Document No.3532/06-07, stored in CD No.KRID 211, Book I, registered before the office of the Sub-Registrar, K.R.Puram, Bangalore, from its previous owner Mr.Vimal Chand Chordia, for valuable consideration.

WHEREAS, the land bearing Survey Number 25- measuring 4 Acres 7 Guntas + 13 Guntas karab, situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, Hoskote Taluk, Bangalore Rural District, came to regranted in favour of Sri.D.A.Rama Rao, son of Sri.D.Appurao, vide the Order dated 25.01.1960 in Case No7, passed by the Special Deputy Commissioner for Abolition of Inams, Bangalore.

WHEREAS, the said Sri.D.A.Rama Rao, had in turn sold and conveyed the land bearing Survey Number 25- measuring 4 Acres 7 Guntas + 13 Guntas karab, situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, Hoskote Taluk, Bangalore Rural District, in favour of Sri.Ramaiah, son of Sri.Venkatappa, vide the Sale Deed dated 30.09.1963, registered as Document No.2499/63-64, Volume 1070, pages 155-157, Book I, registered before the office of the Sub-Registrar, Hoskote.

WHEREAS, the said Sri.Ramaiah, son of Sri.Venkatappa, had in turn sold the land bearing Survey Number 25- measuring 4 Acres 7 Guntas + 13 Guntas karab, situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, Hoskote Taluk, Bangalore Rural District, in favour of Sri.Sardar Khan, vide the Deed of Sale dated 02.01.1965, registered as Document No.3307/64-65, Volume 1109, at pages 100-101, Book I, registered before the office of the Sub-Registrar, Hoskote, and the said Sri.Sardar Khan, had in turn reconveyed the same in favour of Sri.Ramaiah, son of Sri.Venkatappa, vide the Deed of Sale dated 18.04.1969, registered as Document No.235/69-70, Volume 1245, at pages 79-80, Book I, registered before the office of the Sub-Registrar, Hoskote.

WHEREAS, the said Sri.Ramaiah, had in turn sold and conveyed the land bearing Survey Number 25- measuring 4 Acres 7 Guntas + 13 Guntas karab, situated at Bidare Agrahara @ Chinnanagenahalli, Bidarahalli Hobli, Hoskote Taluk, Bangalore Rural District, in favour of Sri.Muniswamy Reddy, son of Late Sri.Munivenkata Reddy, vide the Deed of Sale dated 16.11.1972, registered as Document No.3321/72-73, Volume 1344, at pages 147-149, Book I, registered before the office of the Sub-Registrar, Hoskote, from its previous owner Sri.Ramaiah, son of Sri.Venkatappa, for valuable consideration.

WHEREAS, pursuant thereof, the said Sri.Muniswamy Reddy was in peaceful possession and enjoyment of the same.

WHEREAS, subsequently after the death of Late Sri.Muniswamy Reddy, Sri.Momu.Anjinappa Reddy, son of Late Sri.Muniswamy Reddy, had preferred an Original Suit in O.S.No.131/1991, on the file of the Additional Civil Judge, Bangalore District, Bangalore, against Sri.M.Narayana Reddy, son of Late Sri.Muniswamy Reddy and others, seeking for partition of the plaint schedule properties including the land bearing Survey Number 25 of Bidare Agrahara Village, and as per the terms a Compromise arrived to between the litigant parties, the western portion of the land bearing Survey Number 25- measuring 2 Acres 20 Guntas, situated at Bidare Agrahara Village, came to be allotted to the share of Sri.Momu.Anjinappa Reddy and the remaining eastern portion of the land bearing Survey Number 25- measuring 2 Acres situated at Bidare Agrahara Village, came to be allotted to the share of Sri.M.Narayana Reddy.

WHEREAS, the said Sri.M.Narayana Reddy, had in turn sold the land bearing Survey Number 25- measuring 2 Acres, situated at Bidare Agrahara Village, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore East Taluk, Bangalore, in favour of Sri.Prithivi Raj, son of Sri.S.K.Mahabala Rao, vide the Deed of Sale dated 05.01.1995, registered as Document No.9462/1994-95, Volume 962, Book I, registered before the office of the Sub-Registrar, K.R.Puram, Bangalore.

WHEREAS, pursuant thereof, the said Sri.Prithivi Raj, was in peaceful possession and enjoyment of the same and the revenue records came to be transferred to his name vide Mutation Register Extract bearing MR No.12/94-95.

WHEREAS, the land bearing Survey Number 25 came to be phoded and assigned Survey Number 25/1- measuring 2 Acres 13 Guntas + 7 Guntas karab, situated at Bidare Agrahara Village, and made out in the name of Sri.Momu.Anjinappa Reddy and Survey Number 25/2- measuring 1 Acre 34 Guntas + 6 Guntas karab, situated at Bidare Agrahara Village, and made out in the name of Sri.Prithivi Raj.

WHEREAS, after the death of Sri.Prithivi Raj, the revenue records came to be made out in the name of his wife Mrs.Vijaya Lakshmi, wife of Late Sri.Prithivi Raj.

WHEREAS, the said Mrs.Vijayalakshmi, along with her children had in turn sold and conveyed the land bearing Survey Number 25/2 (earlier Survey Number 25)- measuring 1 Acre 34 Guntas + 6 Guntas karab, situated at Bidare Agrahara Village, Bidarahalli Hobli, earlier Hoskote Taluk, later Bangalore South Taluk, Bangalore East Taluk, Bangalore, in favour of Mr.Vimal Chand Chordia, vide the Deed of Sale dated 30.07.2005, registered as Document No.5695/2005-06, stored in CD No.KRID 147, Book I, registered before the office of the Sub-Registrar, K.R.Puram, Bangalore.

WHEREAS, a portion of the land bearing Survey Number 25/1- measuring 38 ½ Guntas including 1 Gunta of ‘A’ Kharab, situated at Bidare Agrahara Village @ Chinnanagenahalli, Bidarahalli Hobli, Bangalore East Taluk, came to be converted from agricultural purpose to non agricultural residential purpose and similarly the land bearing Survey Number 25/2- measuring 1 Acre 34 Guntas, situated at Bidare Agrahara Village, Bidarahalli Hobli, Bangalore East Taluk, came to be converted from agricultural purpose to non agricultural residential purpose vide the Order dated 06.01.2015, in Official Memorandum bearing No.ALN(EBK) CR/13/14-15, passed by the Deputy Commissioner, Bangalore District.

WHEREAS, portions of land is lost for Road and after excluding Kharab and area for Pipeline only the land measuring **2 Acres 13 Guntas** is available for development.

The converted land bearing Survey Number 25/1 and Survey Number 25/2- in all measuring 2 Acres 13 Guntas, (larger portion converted from agricultural purpose to non agricultural residential purpose vide the Order dated 06.01.2015, in Official Memorandum bearing No.ALN(EBK) CR/13/14-15, passed by the Deputy Commissioner, Bangalore District), situated at Bidare Agrahara Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, which is the subject matter of development is morefully described in the Schedule hereunder and hereinafter referred to as the **‘SCHEDULE ‘A’ PROPERTY’,** for sake of brevity and convenience.

WHEREAS, the Owners have entrusted the development of the Schedule ‘A’ Property vide the registered Joint Development Agreement dated 02.03.2015, registered as Document No.9478/2014-15, stored in CD No.INRD 136, Book I, registered before the office of the Sub-Registrar, Indiranagar, Bangalore, to the Developer **M/s.VIJAYASRI BUILDERS AND DEVELOPERS,** for the development of the converted land bearing Survey Number 25/1 and Survey Number 25/2- in all measuring 2 Acres 13 Guntas, (larger portion converted from agricultural purpose to non agricultural residential purpose vide the Order dated 06.01.2015, in Official Memorandum bearing No.ALN(EBK) CR/13/14-15, passed by the Deputy Commissioner, Bangalore District), situated at Bidare Agrahara Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, and in continuation thereof the Vendors have also executed registered General Power of Attorney dated 02.03.2015, registered as Document No.1115/2014-15, stored in CD No.INRD 136, Book IV, registered before the office of the Sub-Registrar, Indiranagar, in favour of Developer authorizing to develop the Schedule ‘A’ Property in terms of above referred JDA and also to sell the apartment unit/s to the intending purchaser/s;

WHEREAS the above property was included in the limits and administration of Gram Panchayat and Khatha of the above property was got transferred in the names of Vendors in its revenue records and the Vendors were paying property taxes and assessments to the said Authority, and the Schedule ‘A’ Property is assigned Rural Development Panchayat Raj Khatha No.25/1 25/2, E-No.150200401300120298.

WHEREAS, the Developer on behalf of the Vendors have obtained sanctioned plan and license vide LP No.18/2015-16 dated 29.06.2015 & Commencement Certificate dated 13.05.2016, in No.T-55/2015-16, from the Town Planning Member, Bangalore Development Authority, Bangalore/BBMP, for construction of multi-storied apartment building comprising of basement, ground and four upper floors on the above property;

WHEREAS the DEVELOPER has constructed multi-storied apartment building comprising of Basement Floor (for car parking), Ground Floor and Four Upper Floors in accordance with sanctioned plan in the building known as **"VIJAYSRI ELDORADO"** under an integrated scheme of construction.

AND WHEREAS by virtue of the Registered Joint Development Agreement, dated 02.03.2015, to be read along with Supplemental Agreement/Sharing Agreement entered into between the Owners/Vendor and the Developer/Builder, the Developer/Builder, herein is entitled for certain Flats as agreed under the said Joint Development Agreement, and as per the terms, Flat bearing **No.112** in Block ‘E’ on the **First Floor**, of the building known as **“VIJAYASRI ELDORADO”** being constructed in the Schedule ‘A’ Property, having **Carpet Area of 874 Square Feet (**super built up area of 1215  **Square Feet**) along with 499 **Square feet** of undivided right, title and interest in the schedule ‘A’ property, is allotted to the share of the DEVELOPER.

WHEREAS, the 499 **Square feet** of undivided right, title and interest in the Schedule ‘A’ Property, is morefully described in the Schedule ‘B’ hereunder and hereinafter referred to as the SCHEDULE ‘B’ PROPERTY, for sake of brevity and convenience and the Flat bearing **No.112** in Block ‘E’ on the **First Floor**, of the building known as **“VIJAYASRI ELDORADO”** being constructed in the Schedule ‘A’ Property, is morefully described in the Schedule ‘C’ hereunder and hereinafter referred to as the SCHEDULE ‘C’ PROPERTY, for sake of convenience and brevity.

Whereas the Purchaser/s herein after due verification and scrutiny of the documents of title and being satisfied with the title of the Vendors and the scheme formulated by the Developer expressed his/her/their desire to purchase the Schedule ‘B’ and ‘C’ Property for an amount of **Rs.32,67,000/- (Rupees Third two lakhs sixty seven thousand Only)** and the Vendors/Developer have agreed to sell the Schedule ‘B’ and ‘C’ Property for the said consideration, hence this Sale Deed.

WHEREAS by an Agreement, the Developer/Builder is obliged for the Purchaser/s a Sale of undivided interest in the Immovable Property described in the Schedule "A" hereto with rights, liabilities, and restrictions in the enjoyment thereof as mentioned in the Schedules hereto.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

That in pursuance of the aforesaid and the Purchaser/s agreeing to the stipulations set out in the Schedules below and in consideration of **Rs.32,67,000/- (Rupees Third two lakhs sixty seven thousand Only)** to the Vendors/Builders, the said amount is part of loan amount sanctioned by the ‘**STATE BANK OF INDIA**,**RACPC**’ Bangalore, wherein the Purchaser/s have availed housing loan, the receipt whereof the Vendors/Builders do hereby admit and acknowledges for entire sale consideration amount before the undersigned witnesses;

And the Developer/Builder/Vendor doth hereby grants, conveys, transfers and sells unto the Purchaser/s 499 **Sq.feet** undivided share in the Schedule ‘A’ Property, which undivided share of land is morefully described in Schedule “B”, hereunder and hereinafter referred to as the **‘SCHEDULE B PROPERTY’** along with the Residential Flat bearing **No.112 in Block ‘B’ on the First Floor** being constructed in the Schedule ‘A’ Property known as ‘**‘VIJAYASRI ELDORADO”,** which Flat is morefully described in the Schedule ‘C’ hereunder and hereinafter referred to as the **‘SCHEDULE ‘C’ PROPERTY’,** and together with such undivided interest, rights, estates, claims of the Vendor in to and upon the same and every part thereof TO HAVE AND TO HOLD, subject to the stipulations contained in the Schedules hereto, free from all encumbrances.

AND that the Purchaser/s by virtue of having paid the above sale consideration in full have become the absolute owner of Property as described in the "Schedule B" together with **Flat No.112 in Block ‘B’ on the First Floor,** of building known as ‘**‘VIJAYASRI ELDORADO”,** measuring **Carpet Area of 874 Square Feet (super built up area of 1215 Square Feet)** super built up area which is more fully described in the **"Schedule C"** hereto and hereinafter referred to as the Schedule “C” Property" and shall have full and absolute rights to sell, mortgage or encumber the rights over the Property described in Schedules "B and C" and deal with the Property in any manner so as to encumber or raise loans. Further the Purchaser/s or their agents or legal heirs or authorised representatives of the Purchaser/s shall enjoy absolute rights, hence forth, over Properties in "Schedule B & C".

**THE VENDORS/DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:**

AND that the Developer /Builder declares that the Owners/Vendors are the true, lawful and absolute owners of the land described in the Schedule ‘A’ hereto, and assures the Purchaser/s that the Owners/Vendors have not acted in any manner with the result that such right is curtailed.

That the Owners/Vendors assure that the Developer shall deliver possession of the Schedule ‘C’ Apartment after completion of the construction of the Apartment building as per the terms of the construction agreement and the Purchaser/s therefrom shall be entitled to quietly enter upon, hold, possess, build upon and enjoy the property hereby conveyed as absolute owner/s, without any interference or disturbance by the Owners/Vendors or their predecessors–in–title or any one claiming through or under him or any person claiming any legal title thereto:

That the title of the property hereby conveyed is good, marketable and subsisting and it is not subject to any encumbrances, attachments, court proceedings, acquisition or tenancy proceedings or charges of any kind;

That the Vendors are the absolute owner/s of the “A” schedule property and the Vendors/Developer have power to convey the “B” and “C” schedules of this sale deed and none else have any right, title, interest or share therein and there is no impediment for this sale under any law, order, decree or contract;

That the Vendors/Developer have delivered a set of Photostat copies of the title deeds relating to the Schedule ‘A’ Property to the PURCHASER/S, this day and the originals are retained by the Vendors/Develpoper. The said originals will be handed over to the Association that may be formed by the co-owners of the Schedule ‘A’ Property, after selling the entire Schedule ‘A’ Property. Till that time, the Vendors/Developer is entitled to hold and possess the original title deeds of the Schedule ‘A’ Property.

That the Vendors/Developer shall, whenever reasonably required by the PURCHASER/S and at the cost of the PURCHASER/S, do and execute all such acts, deeds and things for more fully and perfectly assuring the title of the PURCHASER/S to the property hereby conveyed;

That the Vendors/Developer shall keep the PURCHASER/S fully indemnified and harmless against any action or proceedings, loss or liability, cost or claims that may arise against the PURCHASER/S, that may be initiated by the third parties on the property hereby conveyed, by reason of any defect in or want of title on the part of the Vendors;

That while conveying any share in the Schedule ‘A’ Property to others, the Vendors shall not confer on such Transferee/s, any right, which is not reserved for or conferred on the Purchaser/s herein nor shall omit or exclude in the case of such other transferee/s any obligation which is required to be performed or shared by the Purchaser/s herein;

The Vendors/Developer are not entitled to convey or alienate the common areas of the residential apartment together with the exclusive right and usage of the lifts to any owners of the Schedule ‘A’ Property. None of the co-owners are entitled to claim the exclusive use, ownership and right of the common areas;

The Vendors/Developer undertake to hand over copies of Commencement Certificate and Occupancy Certificate to the Purchaser/s on the date of handing over possession of Schedule ‘C’ Property to the Purchaser/s;

**SCHEDULE A PROPERTY**

All that piece and parcel of the property bearing Survey Number 25/1 and Survey Number 25/2- in all measuring 2 Acres 13 Guntas, larger portion converted from agricultural purpose to non agricultural residential purpose vide the Order dated 06.01.2015, in Official Memorandum bearing No.ALN(EBK) CR/13/14-15, passed by the Deputy Commissioner, Bangalore District, presently bearing E Khatha No………….situated at Bidare Agrahara Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, and bounded on the:

East by : Road and Doddabanahalli Gadi;

West by : Remaining land in Survey Number 25/1;

North by : Road and Bandapura Boundary;

South by : Land in Sy.No.25/1 and 27.

**SCHEDULE “B” PROPERTY**

**499 Sq.feet** undivided share, right, title and interest in the Schedule A Property.

**SCHEDULE “C” PROPERTY**

Residential Apartment bearing **No.112, in ‘B’ Block, in First Floor**, admeasuring a total **Carpet Area of 874 Square Feet (super built up area of 1215 Square Feet)** consisting of **Three Bedrooms Two toiles**, in the Multistoried Residential Apartment Building known as **"VIJAYASRI ELDORADO.",** constructed over the Schedule “A” Property inclusive of proportionate share in the common areas such as passage, lobbies, lift, staircase and other areas of common area, (including half portion in depth of the joints between the Ceiling of the Apartment and floors of the apartment above it, internal and external walls between such levels) and the building is of RCC roofing, Vitrified Tile Flooring, with Wooden Doors & Windows, with separate electricity, common water and sanitation, including all rights, title, interest, privileges, appurtenances, **together with one car parking** **slot** to be earmarked at the time of registration of the Sale Deed or at the time of handing over Possession of schedule ‘C’ property.

**SCHEDULE ‘D’**

(RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/S)

The Purchaser/s agrees/s to be bound by the following terms and conditions:-

1. Not to use or permit the use of the property described in the Schedule ‘A’ hereto in any manner which would diminish the utility of the common amenities to be provided in the Development Scheme.

2. Not to use the roadways and side open space in the land described in the Schedule ‘A’ hereto for parking any heavy vehicles or to use them in a manner which might cause hindrance for the free ingress to or egress from other parts of the Schedule ‘A’ Property.

3. The Sale of the Subject Property in favour of the Purchaser/s is subject to the right of the thoroughfare reserved by the Owner/Developer/Builder or their nominees for the future development of the adjacent property.

4. Not to default in the payment of any taxes or levies to be shared by the other joint Owner of the Property described in the Schedule ‘A’ hereto or the expenses to be shared by the Owner of the Proposed Development Schemes or any part thereof.

5. Not to make any arrangements for the maintenance servicing and upkeep of the Proposed Development Scheme and the land described in the Schedule ‘A’ hereto and for ensuring the common amenities therein for the benefit of all concerned other than that agreed to by a majority of Owner.

6. The Purchaser/s shall not have any right to restrict the use of Terrace/open area above the Schedule C Flat by the other Flat Owner/s and the said terrace/open area shall be used by all the Flat Owner as Common area.

**SCHEDULE ‘E’**

**(RIGHTS INCLUDED IN THE TRANSFER TO THE PURCHASER/S)**

1. Full right and liberty for the Purchaser/s and all persons authorised by the Purchaser/s (in common with all persons entitled, permitted or authorized to the like right) at all times by day or by night and for all purposes to go, pass and repass over the common areas in the Proposed Development Scheme.

2. Full right and liberty to the persons referred to in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night for all purposes to get and repass over the roadways and pathways in the land described in the Schedule ‘A’ hereto.

3. The free and uninterrupted passage of running water, soil and electricity through the sewers, water, courses, drain, cables, pipes, wires etc., which now are or any way at any time hereafter be in under or passing through the Development Scheme or any part thereof.

4. Right of passage for the Purchaser/s or his/her/their agents or workmen to all parts of the Proposed Development Scheme at all reasonable time on notice to enter into and upon parts of the Developments Scheme for the purpose of repairing, cleaning, maintaining or renewing such sewers, drains, water courses, cables, pipes and wires, causing as little disturbance as possible and making good the damage caused.

5. To lay cables or wires in the property described in the Schedule `A’ hereto respecting the equal rights of the other owner/s therefore.

6. The right to do all or any of the acts, aforesaid without notice in the case of any emergency.

**SCHEDULE ‘F’**

The Purchaser/s in the proportion of the Undivided interest hereby conveyed along with the other Purchaser/s in the proportion of the undivided interest held by him shall be deemed to have the following expenses:

1. All rates and outgoings payable in respect of the land described in the Schedule ‘A’ hereto.

2. The expenses of maintaining the common services in the Proposed Development Scheme and the routine maintenance like painting, washing, cleaning etc., and replacing of electrical and mechanical parts of machineries sanitary and electrical installations common to the building. The Developer/Builder shall without consequential liability carry out the above services, against payment of such sums as may be determined by the Builder from time to time.

3. Should the Purchaser/s default payments for any common expenses, benefits or amenities, the Builder or a majority of the Purchaser/s while carrying out the services as contemplated above, shall have the right, to remove such common amenities from their enjoyment including water services and electricity.

4. Provided always that the Purchaser/s shall be liable for the expenses of maintenance of common amenities in the property described in the Schedule ‘A’ hereto and the Proposed Development Scheme from the date of communication of the Vendor/Developer to the Purchaser/s indicating/intimating the former’s willingness to put the Purchaser/s or their nominee/s in possession of the Property conveyed by this Deed.

**SCHEDULE ‘G’**

(THE VENDOR/DEVELOPER COVENANTS)

The Vendor/Developer hereby covenants with the Purchaser/s as follows:

1. That the Vendors/Developer will require every person to whom they shall hereafter transfer, grant or lease any properties comprised in the Property described in the Schedule ‘A’ hereto and in the Proposed Development Scheme to covenant and to observe the conditions and observe the restrictions set forth in the scheme above.

2. That the Vendors/Developer and the assignees or trustees claiming through or in trust for the Vendor/Developer in respect of the Development Scheme or any part thereof will always respect the rights of the Purchaser/s mentioned in this Deed and in the Schedule ‘E’ in particular.

3. The Vendors/Developer hereafter shall faithfully follow the covenants herein contained and shall not confer on any other person or persons any right not reserved for the Purchaser/s herein nor shall they contract to exclude for the transferees any burden expressed to be shared by the Purchaser/s herein.

4. The Vendors/Developer accept and agree that any covenant by the Vendors/Developer in future in any deed or document reducing or altering the right of the Purchaser/s herein or imposing on the Purchaser/s any restrictions not found herein before shall be void.

5. The Owners/Vendors hereby declare and state that the Property hereby conveyed is free from all encumbrances. The Vendors/Developer hereby declare and state that all the original documents of title are in their personal custody and that they shall hand over all the original documents of title to the Associations of the Owner of Apartment to be governed and that they have not and shall not create any charge on the Schedule “A” Property or encumber the same.

6. The Vendors/Developer shall give inspection of the title deeds relating to the property retained with them at the request of the Purchaser/s or their nominee/s at all reasonable times, till such time the same is handed over to the Flat Owner Association on the same being formed.

IN WITNESS WHEREOF, the Parties to this deed has/have hereunto set and subscribed their signatures and seals the day, month and year first above mentioned.

**CONFIRMING PARTY/DEVELOPERS**

**M/s.VIJAYASRI BUILDERS AND DEVELOPERS,**

Represented by its Managing Partner:

**Mr.S.THIRUPATHAIAH**

**WITNESSES:**

1.

**V E N D O R S**

Represented by their registered General Power

of Attorney Holder.

**M/s.VIJAYASRI BUILDERS AND DEVELOPERS,**

**2.**

Represented by its Managing Partner:

**Mr.S.THIRUPATHAIAH**

Drafted by: **PURCHASER/S**

K.V.Narendra & Associates,

Advocates, No.3092, 1st floor,

Double Road, Indira Nagar,

Bangalore – 560 008.