

BH I - 1008
2024-25

This Document Consist of 34 Pages
First Page Doc. No. 1008 of Book-I
2024-25

:SREE:
:SALE DEED:
for

:Apartment No.A-303 in Third Floor of Wing/Block 'A' - "AZALEA" in 'BREN ZAHARA'

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE J^ENTH —DAY OF
JUNE —, YEAR TWO THOUSAND TWENTY FOUR (10/10/2024):

:BY:

- (1) **Smt. NIRMALA**, Aged about 69 years, Wife of late Sri. G. Ramakrishna Reddy,
(2) **Sri. HEMANTH KUMAR H. R.**, Aged about 51 years, Son of late Sri. G. Ramakrishna Reddy,
(3) **Sri. LAKSHMISHA H. R.**, Aged about 49 years, Son of late Sri. G. Ramakrishna Reddy,
(4) **Sri. PRABHAKAR H. R.**, Aged about 47 years, Son of late Sri. G. Ramakrishna Reddy,
Nos.1 to 4 are at Haralur Village, Agara Post, Bangalore East Taluk, BANGALORE,
(5) **Smt. KASTURI**, Aged about 45 years, Wife of Sri. Vinukar, Daughter of late Sri. G.
Ramakrishna Reddy, No.109, 2nd 'A' Cross Road, Near Lakshmi Narayana Temple,
Munnekolala, BANGALORE - 560 037. Nos.1 to 5 are represented by their General Power of
Attorney Holder: **M/s. BREN CORPORATION PVT. LTD.**, A Company incorporated under the
Companies Act, 2013, Having its Registered Office at 3rd Floor, Balavana, Plot No.61, 5th 'A'
Block, Koramangala, BANGALORE - 560 095. Represented by its Director : **Mr. J. BOOPESH
REDDY** and (6) **M/s. BREN CORPORATION**, (formerly known as **M/s. SJR ENTERPRISES**),
A Proprietary Concern, Having its Office at: 3rd Floor, Balavana, Plot No.61, 5th 'A' Block,
Koramangala, BANGALORE - 560 095. Represented by its Sole Proprietor: **Mr. J. BOOPESH
REDDY**.

hereinafter referred to as the "SELLERS"

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

Rajesh

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2.....Sheet of Doct. No. 1008...of Book-
2324-25 



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Mr.RAJ SHAW S/o Mr. Ranjeet Shaw ಇವರು ₹7,35,919.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೌತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	7,35,919.00	Online Challan Reference Number RG0624000009412143 Dated:11/06/2024
Total:	7,35,919.00	

ಉಪನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹರಿಯ ಉಪನೋಂದಣಾತ್ಮಕ

I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs13,380.00 has been paid thereon

ಸ್ಥಳ :ಹಲಸೂರು

ದಿನಾಂಕ: 12/06/2024

ಉಪನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹರಿಯ ಉಪನೋಂದಣಾತ್ಮಕ

ಹಲಸೂರು, ಬೆಂಗಳೂರು

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2024-25

:AND:

M/s. BREN CORPORATION PVT. LTD., A Company incorporated under the Companies Act, 2013, Having its Registered Office at 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, BANGALORE - 560 095. Represented by its Director : **Mr. J. BOOPESH REDDY.**

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

(which expression wherever it so requires shall mean and include all its successors and assigns etc.,) **OF THE SECOND PART:**

:IN FAVOUR OF:

Mr. RAJ SHAW, Aged about 34 years, Son of Mr. Ranjeet Shaw, Residing at: H.No-63, Bajrang Tekri, Post-Bagbera, Near Mazar, Bagbera, **JAMSHPEDPUR-831 002**.

hereinafter referred to as the "**PURCHASER**"

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

WITNESSETH:

WHEREAS the Property measuring 3 Acres 28 Guntas in Sy.No.39 of Haralur Village, Varthur Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS/ALN/(E) VB/SR/216/2003-04 dated 26/07/2003, formed portion of a Larger Property measuring 6 Acres 28 Guntas in Sy.No.39 of Haralur Village, which was originally allotted to the share of one Sri.G.Ramakrishna Reddy (husband of First Seller and father of Sellers 2 to 5) in a partition held between himself and his family members, in terms of a Partition Deed dated 28/06/1972 registered as Document No.2322/1972-73 in Book-I, Volume-951 at Pages 37 to 42 in the Office of the Sub-Registrar, Bangalore South Taluk and since then he was in peaceful possession and enjoyment of the said Larger Property as absolute owner.

WHEREAS the said Sri.G.Ramakrishna Reddy died intestate on 07/09/2008, leaving behind him, his wife and children viz., the Sellers 1 to 5 herein as his only legal representatives to succeed to his estate including the Larger Property in Sy.No.39 and they succeeded to the said Larger Property and started enjoying the same as absolute owners.

→ *Ojisher*



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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- HLS-1-01008-2024-25

ಹಲಸೂರು ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12/06/2024 ರಂದು 11:50:06 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಅಲ್ಲದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1,33,803.00
2	ಸೇವಾ ಶುಲ್ಕ	1,190.00
3	ಪ್ರಮಾಣ ಪತ್ರ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು	1,35,093.00

Mr.RAJ SHAW S/o Mr. Ranjeet Shaw ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಬೆಟ್‌ನ ಗುರುತು	ಸಹಿ
1	Mr.RAJ SHAW S/o, Mr. Ranjeet Shaw , 34, Resident of: JAMSHEDPUR, H.No-63, Bajrang Tekri, Post-Bagbera, Near Mazar, Bagbera, JAMSHEDPUR, Jamtara, JAMTARA, JHARKHAND - 831002 (Presenter)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಹಲಸೂರು, ಬೆಂಗಳೂರು

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಬೆಟ್‌ನ ಗುರುತು	ಸಹಿ
1	Mr.RAJ SHAW S/o Mr. Ranjeet Shaw , 34, Resident of: JAMSHEDPUR, H.No-63, Bajrang Tekri, Post-Bagbera, Near Mazar, Bagbera, JAMSHEDPUR, Jamtara, JAMTARA, JHARKHAND - 831002 (Claimant)		 Left Thumb	

ಹಂತ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಹಲಸೂರು, ಬೆಂಗಳೂರು

WHEREAS the aforesaid Sri.G.Ramakrishna Reddy had during his life time, secured conversion of the Larger Property for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS/ALN/(E)VB/SR/216/2003-04 dated 26/07/2003 and thereby the Larger Property ceased to be an agricultural land and became fit for residential use. Later Smt.Kasturi (Fifth Seller) filed a Suit against Sellers 1 to 4 in O.S.No.575/2017 on the file of II Addl. Civil Judge, Bangalore Rural District for partition and separate possession. The said Suit came to be compromised in terms of Compromise Petition dated 27/04/2017 and accordingly decreed on 27/04/2017 wherein the Larger Property was allotted jointly to the share of the Sellers 2 to 5 with life interest to First Seller in the development in Property measuring 3 Acres 28 Guntas in Sy.No.39 of Haralur Village.

WHEREAS the Property measuring 01 Acre 11 Guntas in Sy.No.36/1 (Old Sy.No.36), duly converted from agricultural to non- agricultural residential purposes vide Conversion Order bearing No.ALN(E.V.H)SR 25/2005-06 dated 29/04/2009 issued by The Special Deputy Commissioner (Revenue), Bangalore District, Bangalore and presently forming part of Municipal Khata No.1198/Sy. Nos.36/1 & 39 in the records of the Bruhat Bangalore Mahanagara Palike and situated at Haralur Village, Varthur Hobli, Bangalore East Taluk, Bangalore, was purchased by the Sixth Seller from its vendors Sri.P.Mukunda and others in terms of a Sale Deed dated 16/01/2012 registered as Document No.7455/2011-12 in Book-I and stored in C.D.No.VRTD143 in the Office of the Senior Sub-Registrar, Varthur, Bangalore Urban District, Bangalore and since then the Sixth Seller started enjoying the said Property in Sy.No.36/1 of Schedule 'A' Property as absolute owner.

WHEREAS the Property measuring 3 Acres 28 Guntas in Sy.No.39 and the Property measuring 01 Acre 11 Guntas in Sy.No.36/1 (Old Sy.No.36) abut and adjoin each other and together form a composite block and morefully described in Schedule 'A' herein and hereinafter referred to as Schedule 'A' Property for convenience.

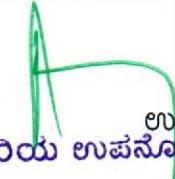
WHEREAS the Sellers 1 to 5 being interested in developing their Property in Sy.No.39 into residential development consisting of apartments, entrusted the same to M/s.Bren Corporation Pvt. Ltd., the Builder herein, in terms of a Joint Development Agreement dated 30/07/2018 registered as Document No.2228/2018-19 in Book-I and stored in C.D.No.HLSD165, in the Office of the Sub-Registrar, Shivajinagar (Ulsoor), Bangalore, who agreed to undertake the development of the same into Multistoried Residential Apartment Buildings and share the land and buildings in the ratios agreed therein and simultaneously the Sellers 1 to 5 executed a General Power of Attorney of even date registered as Document No.295/2018-19 in Book-IV and stored in C.D.No.HLSD165, in the Office of the Sub-Registrar, Shivajinagar (Ulsoor), Bangalore, empowering the Builder to secure approvals, develop and sell in terms of the Joint Development Agreement.

WHEREAS the Sixth Seller, when it was known as M/s.SJR Enterprises, represented by its Proprietor Sri.J.Boopesh Reddy, who is also the Director of Builder, has agreed to join the Builder in development of Schedule 'A' Property under composite scheme of development and for the said purpose they have even obtained amalgamation of both the khatas of Schedule 'A' Property from Bruhat Bangalore Mahanagara Palike, who has assigned the same with Municipal Khata No.1198/Sy.Nos.36/1 and 39 of Haralur Village, Marathalli Division, Municipal Ward No.150 of Bellandur, Bangalore. Infact the Sixth Seller has entered into an Agreement to Sell on 01/04/2021 with the Builder herein

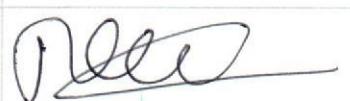
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Bijesh

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2	Smt. NIRMALA, Sri. HEMANTH KUMAR H. R, Sri. LAKSHMISHA H. R Sri. PRABHAKAR H. R, Smt. KASTURI, all are Rep by their General Power of Attorney Holder: M/s. BREN CORPORATION PVT. LTD., is Rep. by Mr.J. BOOPESH REDDY. (Director), whose POA is Mr. Mohan Kumar .G M (SPA Holder) S/o Mr. MAYANNA.G.V, , 52, Resident of: , 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala,, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560095 (Executant)		 Left Thumb	
3	M/s. BREN CORPORATION, (formerly known as M/s.SJR ENTERPRISES), A Proprietary Concern, (SELLER) is Rep. by Mr.J. Boopesh Reddy (sole proprietor), whose POA is Mr. Mohan Kumar .G M (SPA Holder) S/o Mr. MAYANNA.G.V, , 52, Resident of: , 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560095 (Executant)		 Left Thumb	
4	M/s. BREN CORPORATION PVT. LTD (BUILDER) is Rep. by Mr.J. BOOPESH REDDY. (Director), whose POA is Mr. Mohan Kumar .G M (SPA Holder) S/o Mr. MAYANNA.G.V, , 52, Resident of: , 3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 560095 (Executant)		 Left Thumb	


 ಉಪನೇರಂದ್ರಾಧಿಕಾರಿ
 ಹರಿಯ ಉಪನೇರಂದ್ರಾಧಿಕಾರಿಗಳು
 ಕಲಸೋರು, ಬೆಂಗಳೂರು

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	NARAYAN C/o . (Identifier)	No.20,Vittal Mallya Road, Bangalore, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560001	

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agreeing to sell its land in the Schedule 'A' Property in favour of the Builder, thereby the Builder is entitled to undertake composite development of the Schedule 'A' Property by agreeing to share the land and built-up areas to be developed therein with Sellers 1 to 5 while Sixth Seller will be receiving sale price stipulated in the Agreement to Sell dated 01/04/2021. The Sixth Seller has already permitted the Builder for the development in Schedule 'A' Property and agreed to execute all deeds and writings as and when required for development and sale of its Property in Schedule 'A' herein.

WHEREAS the Builder by virtue of the powers conferred upon them under the Joint Development Agreement and the Power of Attorney and authority conferred by Sixth Seller on Builder, secured a Development Plan dated 29/04/2019 sanctioned from the Bangalore Development Authority after executing a Deed of Relinquishment in favour of Bangalore Development Authority relinquishing portions of the Schedule 'A' Property for roads, parks and open spaces and registered on 03/04/2019 as Document No.49/2019-20 in Book-I and stored in C.D.No.BDAD308 in the Office of The Additional District Registrar, Bangalore Urban District, Bangalore. Pursuant to the said Development Plan, the Builder has secured a Licence and Plan sanctioned from Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/ADDL.DIR/JDCENTRAL/0001/2019-20 dated 19/08/2020 for construction of Residential Apartments consisting of Four Wings/Blocks identified as **Wing 'A'** named as '**AZALEA**', **Wing 'B'** named as '**BEGONIA**', **Wing 'C'** named as '**CLAVEL**' and **Wing 'D'** named as '**DAMIANA**' and each of the Wings comprising of Basement Floor, Ground Floor and Seventeen Upper Floors and an **EWS Wing** named as '**IRIS**' comprising of Basement Floor, Ground Floor and Four Upper Floors and two Club Houses named as '**DALI**' and '**SALSA**' and the entire development is identified as '**BREN ZAHARA**' ("Project").

WHEREAS the Sellers 1 to 5 and Builder identified the apartments and built-up areas etc., falling to their respective shares in the Project in terms of an Allocation Agreement dated 19/10/2020 and agreed that the Sellers and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

WHEREAS the Builder has registered the Project i.e. '**BREN ZAHARA**' under provisions of Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority of Karnataka and the said Regulatory Authority has registered and granted Registration No.PRM/KA/RERA/1251/446/PR/201106/003684 dated 06/11/2020 for the Project.

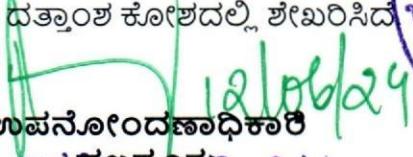
WHEREAS the Sellers and Builder have formulated a scheme of ownership of Residential Apartments in Schedule 'A' Property and in terms of such scheme, any person desirous of owning an Apartment in any of the aforesaid Blocks/Wings in the Project, is required to enter into an agreement to purchase from the Sellers and the Builder, undivided share of land in the Schedule 'A' Property and also for construction and sale of the apartment together with car parking space if any, exclusively through the Builder. After completion of the Project if any person is desirous of owning an apartment he/she/they will be required to enter into an agreement to purchase the apartment together with undivided share, right, title, interest and ownership in the land in Schedule 'A' Property. In the overall scheme, each purchaser of an apartment in the Project will be owning undivided share, right, title and interest of the land in the Schedule 'A' Property, absolute ownership over the apartment got constructed/purchased, common and joint ownership over all the common areas, amenities and facilities and the right to exclusively use the car parking space in the basement/surface level allotted/attached to the apartment. The Scheme as stated above forms the basis of the sale.

By
Rajesh

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2	Aravind B S/o Yallappa (Identifier)	,3rd Floor, Balavana, Plot No.61, 5th 'A' Block, Koramangala, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560095	
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ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬಿ....

 1 ನೇ ಪ್ರೈಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ HLS-1-01008-2024-25 ಆಗಿ ದಿನಾಂಕ 12/06/2024 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುತ್ ಮಾರ್ಪಿಡಿ ಕೇಂದ್ರಿತ ಧತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಹಲಸೂರು, ಬೆಂಗಳೂರು




WHEREAS the Purchaser herein during the course of construction, being desirous of owning an Apartment in the Project described in Schedule 'C' hereunder (Schedule 'C' Apartment) and on being satisfied with the title of the Sellers to the Schedule 'A' Property, after having verified sanctions obtained by Builder for developing the Project and understanding the Scheme of ownership propounded by the Sellers and the Builder, had entered into an Agreement to Sell dated **14/07/2022** with Sellers and the Builder for purchase of the undivided share of land in Schedule 'A' Property, morefully described in Schedule 'B' hereunder and hereinafter referred to as Schedule 'B' Property and also for construction and sale of the Schedule 'C' Apartment with the car parking space/s in the basement as per the Scheme of ownership stated above.

WHEREAS under the aforesaid Joint Development Agreement and Allocation Agreement referred to above, the Schedule 'B' Property and Schedule 'C' Apartment are part of the areas allotted to the share of the Builder and hence all the amounts agreed to be paid by the Purchaser under the aforesaid Agreement are payable only to the Builder and accordingly the Purchaser has paid all the amounts under the said Agreement to the Builder.

WHEREAS the Builder has since completed construction of entire Project in all respects and has secured Occupancy Certificate (as defined below) for all the Blocks/Wings from Bruhat Bengaluru Mahanagara Palike bearing No.BBMP/ADDL.DIR/JD CENTRAL/0001/2019-20 dated 23/05/2024.

WHEREAS the Sellers and Builder, by executing a Deed of Declaration dated 20/04/2024 registered as Document No.HLS-1-00248-2024-25 in Book-I and stored in Centralized Data Cell in Electronic Form in the Office of the Sub-Registrar, HALASURU, Bangalore, have submitted the entire Project to the provisions of The Karnataka Apartment Ownership Act, 1972 and Rules made thereunder and have constituted an 'Apartment Owners Association' under the name and style of "**"BREN ZAHARA APARTMENT OWNERS' ASSOCIATION"**, hereinafter referred to as the Owners' Association or 'Association' for short, under the said Karnataka Apartment Ownership Act, 1972.

WHEREAS the Purchaser after having gone through the said Deed of Declaration and Bye-Laws including schedules, plans and annexures appended thereto, has subscribed to the same, become the member of the Owners' Association and agrees to abide by the said Deed of Declaration and Bye-Laws in the matter of enjoyment of all common areas, facilities, amenities and all other areas in the Project, detailed in the said Deed of Declaration, in common with all the other owners of the apartments in the Project and also bear, share and pay the maintenance expenses for maintenance of all such common areas, facilities and amenities in the Project.

WHEREAS the Purchaser has paid the entire Sale Consideration and all other amounts payable under the Agreement to Sell as referred to above to the Builder and the Builder on its part has delivered the possession of the Schedule 'C' Apartment to the Purchaser, completed in all respects, thereby discharging its obligations under the said Agreement.

WHEREAS in view of the Parties having discharged their respective obligations under the said Agreement to Sell, the Purchaser has approached the Sellers and Builder to complete the purchase of the Schedule 'B' and 'C' Properties, by agreeing to continue to bound by the terms and conditions incorporated in the Agreement to Sell in relation to ownership, possession, use and enjoyment of the Schedule 'C' Apartment and all the common areas, amenities and facilities in the Project and based upon the said assurances, the Sellers and Builder have come forward to execute this Sale Deed, pursuant to and in continuation of the said Agreement to Sell.

> Jayshree

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NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That, in pursuance of the foregoing and in consideration of the payment of sale consideration of **Rs.1,33,80,336/- (Rupees One Crore Thirty Three Lakhs Eighty Thousand Three Hundred and Thirty Six Only)** already paid by the Purchaser to the Builder (as desired and directed by the Sellers towards consideration agreed for sale of the Schedule 'B' and 'C' Properties) the receipt of which sum the Builder hereby acknowledges and acquires the Purchaser from paying any further amount and in consideration thereof, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchaser all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Sellers and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as are detailed in Schedule 'D' hereunder and subject to all those obligations as are detailed in Schedule 'E' hereunder ABSOLUTELY AND FOREVER free from all encumbrances and the Builder hereby confirms having transferred all its rights in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchaser for the amounts received. The Purchaser undertakes to comply with the provisions of Section 194 IA of the Income Tax Act, 1961 by deducting Tax at Source (TDS) and pay the same to the Income Tax Department and furnish proof thereof to the Builder.

1) ASSURANCES:

- 1.1) The Sellers and Builder hereby declare, confirm and covenant with the Purchaser that the Sellers and Builder have good title, right and absolute power to sell, transfer and convey the property hereby conveyed and every part thereof shall at all times remain UNTO the Purchaser and be quietly entered upon, owned, held, possessed and enjoyed by the Purchaser. The Purchaser shall own and enjoy the Schedule 'C' Apartment for residential purposes as absolute owner, without any let, claim, hindrance, interruption or disturbance by the Sellers and Builder or anyone claiming through or in trust for them.
- 1.2) By the aforesaid Deed of Declaration, the Schedule 'A' Property and the Project are subjected to the provisions of The Karnataka Apartment Ownership Act, 1972, by virtue of such submission, each apartment in the Project together with its undivided interest in the common areas and facilities appurtenant to such apartments have become a separate heritable and transferable immovable property and the undivided interest in the common areas and facilities in the Project is inseparable from the apartments and is deemed to be conveyed or transferred with the apartments even though such interest is not expressly mentioned in this deed. The Purchaser, having become the owner of the Schedule 'C' Apartment, is fully bound by the provisions of the said Deed of Declaration and the bye-laws annexed thereto. The Purchaser along with this Sale Deed has also executed and annexed herewith a Declaration in Form "B" under The Karnataka Apartment Ownership Act, 1972, subscribing to the said Deed of Declaration and becoming a member of the Owners' Association formed thereunder.

2) INDEMNITY:

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

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Signature

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3) TITLE & TITLE DEEDS:

The Sellers and Builder have furnished to the Purchaser photo copies of all the documents to the Schedule 'A' Property including copies of Sanctioned Plans and all other approvals taken for construction of the Project. The Purchaser has purchased the property conveyed herein after being satisfied with the Sellers' title and the sanctions obtained for development and Builder's right to develop the Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers/Builder and the Purchaser to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall enure for the benefit of and be binding upon the Sellers/Builder and the Purchaser in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association in terms of the Act, on completion of sale of all apartments in the Project and till then the Sellers/Builder shall hold the same.

4) PROPERTY TAXES AND KHATA:

- 4.1) The Sellers/Builder shall pay municipal taxes, rates and other outgoings in respect of the Schedule 'B' Property and Schedule 'C' Apartment upto the date of receipt of Occupancy Certificate or delivery of possession of Schedule 'C' Apartment or upto date of sale, whichever is earlier. Thereafter, the Purchaser shall be liable to pay the municipal taxes, rates and other outgoings in respect of the same or from the date the same is/are separately assessed to municipal property taxes by Bruhat Bangalore Mahanagara Palike, whichever is earlier.
- 4.2) The Purchaser is entitled to secure transfer of municipal khata of Schedule 'C' Apartment from the jurisdictional municipal office of Bruhat Bangalore Mahanagara Palike at his cost. The Sellers agree to sign necessary consent/letters forms and any other documents to transfer the khata in the name of the Purchaser. In the event of any demand for payment of charges for securing transfer of Khata, the Purchaser agrees to pay the same.

5) POSSESSION:

- 5.1) The Sellers and Builder have delivered and put the Purchaser in constructive possession of the Schedule 'B' Property and actual, physical, vacant possession of the Schedule 'C' Apartment pursuant to completion of construction of the same on or before execution of this Deed.
- 5.2) The Purchaser hereby confirms having taken possession of the Schedule 'C' Apartment and before taking the possession, the Purchaser has inspected and satisfied as to completion of all works in the Schedule 'C' Apartment and its fitness for occupation and the Purchaser has no claims against the Sellers/Builder in respect of the Schedule 'C' Apartment including but not limited to the following:
 - a) correctness of the area of the Schedule 'C' Apartment and the Purchaser's Car Park allotted.
 - b) common areas and common amenities provided in the Project as per the agreed Specifications setout in the Agreement.

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Ajay

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- c) quality of construction of 'Project' and of the Schedule 'C' Apartment.
 - d) electrification and plumbing etc., in the Schedule 'C' Apartment and in the Project.
 - e) facilities and services provided in the Schedule 'C' Apartment and in the Project.
 - f) construction in Schedule 'C' Apartment and Project being in conformity with Sanctioned Plan.
- 5.3) The Purchaser hereby declares and confirms that he has no claims (including for any damages/interest etc.) against the Sellers and Builder in relation to sale of Schedule 'B' Property and construction of Schedule 'C' Apartment and/or the development of the Project whatsoever and hereby confirms that the Sellers and Builder have complied with all their obligations towards the Purchaser under the Agreement to Sell to the satisfaction of the Purchaser and hereby fully and completely discharge the Sellers and Builder from all their obligations under the said Agreement to Sell, except those specifically reserved under this Sale Deed.
- 5.4) The Purchaser agrees and binds to comply promptly with all the terms in the Agreement to Sell and in this Sale Deed while owning, possessing and enjoying the Schedule 'B' Property and Schedule 'C' Apartment and also make use of the facilities in common with other owners/occupants of the development in Schedule 'A' Property and by paying the monthly maintenance charges and other demands agreed to be paid in terms of the aforesaid Agreement and this Sale Deed.
- 6) NATURE OF RIGHT AND USAGE:**
- 6.1) That by virtue of the sale herein, the Purchaser shall have the following rights in the Schedule 'A' Property:
- a) undivided proportionate ownership right, title and interest in the land in Schedule 'A' Property as described in Schedule 'B' herein;
 - b) absolute ownership to the Schedule 'C' Apartment for bonafide residential use and enjoyment;
 - c) exclusive right to use the allotted parking space attached to Schedule 'C' Apartment for parking cars/light motor vehicles;
 - d) right to use and enjoy the common areas and facilities within the Schedule 'A' Property/the Project in terms of this Sale Deed, subject to sharing expenses for maintenance of such common areas and facilities along with all other owners of apartments;
 - e) right to use and enjoy the Club and facilities provided therein subject to adhering conditions, rules and regulations that may be prescribed and paying the usage fee for usage of Club and facilities therein from time to time along with all other owners of apartments.

> *Purchaser*



- 6.2) It is agreed that the residential buildings in Schedule 'A' Property shall be held by all the apartment owners in the respective Block/Wing/Building and each one of them having proportionate undivided share and ownership in the land in Schedule 'A' Property as per the terms and conditions herein. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Residential Block/Wing/Building shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common.
- 6.3) The Purchaser shall also be entitled to commonly use all internal driveways, pavements, lobbies, lifts, staircases, electricity, water and sanitary lines, drains, pipes as also all other common areas, amenities and facilities provided within Schedule 'A' Property/the Project in common with all the apartment owners in the respective blocks/wings/buildings and the same shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall cause any obstruction or store or keep any articles in the common areas of any building/s which hinders the usage of any of these common amenities.
- 6.4) The Purchaser shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Project and any part of the Limited Common Areas and which may be allotted to any other purchasers of the Apartments in the Project. The Purchaser shall not be entitled to claim any right or title over the remaining portion of the car parking areas except the car park area exclusively earmarked/allotted to the Purchaser.
- 6.5) The Purchaser shall not have the right to seek partition or division or separate possession of Schedule 'B' Property and shall always own the Schedule 'B' Property in undivided form. All common areas, amenities and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.
- 6.6) The terrace of each of the Blocks/Wings will be common to the owners/occupants of the respective Blocks/Wings. The right to use the entire Terrace Areas shall exclusively vest with the owners/occupants of the respective Blocks/Wings and the utilization of terraces shall be in accordance with the rules and regulations being framed by the Builder and in terms of Bye-laws of Association. However, the Builder reserves the exclusive and absolute right to display hoarding/s on all or any of the Blocks/Wings and the terraces and/or in any part of the land and/or buildings in Schedule 'A' Property. The Builder is also entitled to retain its Logo and Brand and name/other matters in the form of a permanent hoarding/board/signage in a conspicuous place in Schedule "A" Property. Neither the Purchaser nor Owners Association is entitled to prevent or disturb or damage or remove the same at any time. Neither the Purchaser nor the Association shall have the right to question the said acts of Builder and/or their transferees or persons permitted by them. The Purchaser shall specifically give consent for the above.
- 6.7) It is explicitly made clear and agreed between the parties that Purchaser shall not have any exclusive right and interest in the common terrace of any Blocks of buildings in the 'Project'. The right to use the entire Terrace shall exclusively vest with the owners of the Apartments in the respective Blocks/buildings for common use. However private terraces attached to any Apartment/s will vest with owners of such Apartments

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and owners of other Apartments shall not have right either of ownership or use of such private terraces and such private terrace is only for the respective owners of Apartments who have specifically acquired the same. The owners/occupants holding exclusive right to use and enjoy private garden areas or private terrace areas shall continue to use the same without altering the nature of use thereof and no construction shall be made therein.

- 6.8) The Purchaser hereby acknowledges that the Apartment along with the parking space attached to same as described in Schedule 'C' hereunder shall be treated as a single indivisible unit for all purposes and cannot be transferred or dealt with separately. Other than the parking space/s attached to the Schedule 'C' Apartment, the Purchaser shall not have any claim, right or interest whatsoever in respect of the remaining parking spaces in the open/ground/mechanical/stacked parking spaces in Schedule 'A' Property and un-allotted parking spaces whether in basement or at the surface level shall be retained by the Builder and the Builder shall be entitled to deal with the same and earmark the parking spaces in the manner in which the Builder may deem it fit.
- 6.9) The Builder shall provide stack parking on basis of the feasibility and availability as per site condition. Post handover, it shall be the responsibility of the individual Apartment Owner/s to maintain the same and carry out repairs & maintenance activities, if any, on time. All such expenses and maintenance cost incurred shall be borne by the individual Apartment Owner/s to whom it is allotted. Warranty/Guarantee shall be applicable for a period, as recommended by manufacturer/supplier and as per the terms and conditions mentioned.
- 6.10) The Purchaser agrees that the Garden Areas and other greenery abutting the buildings in the '**Project**' are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and shall always be kept as garden areas only. None of the apartment owners of the respective Blocks/Wings in Schedule 'A' Property shall erect any compound or fencing around their respective Blocks/Wings.
- 6.11) Though the Purchaser is purchasing the undivided share in the Schedule 'A' Property, the Purchaser's rights are actually confined to the land abutting/earmarked for the construction of the Block/Wing of the apartment building in which the Schedule 'C' Apartment is situated.
- 6.12) The Builder has the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in the '**Project**' and the Purchaser shall have no objection/make any claims in respect thereto.
- 6.13) The Builder reserves the right to retain/remove/plant any trees/plants, electrical equipment's, road structures, garbage bins etc., in the Schedule 'A' Property, which the Purchaser accepts and consents. The Purchaser has expressly given consent for variations and/or modifications as the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser shall not interfere or question the design, costs, construction processes etc., implemented by the Builder.
- 6.14) The Purchaser either by himself or joining with others shall not have the power or authority to seek for any change in the location of any common areas, amenities and facilities provided or agreed to be provided in Schedule 'A' Property.

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Rajesh

- 6.15) The Purchaser shall use the Schedule 'C' Apartment or permit to be used only for residential purposes and Purchaser shall not use or permit usage of the same for any other purposes.
- 6.16) The Purchaser agrees to own and enjoy the Schedule 'B' Property in common with other owners or purchasers of undivided shares in Schedule 'A' Property and enjoy Schedule 'C' Apartment for Purchaser's bonafide residential use and shall be entitled to such rights stated in Schedule 'D' herein and the Purchaser shall be liable to comply with and adhere to the restrictions and obligations imposed on the Purchaser as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all apartment owners. The Builder, however, shall be entitled to confer additional benefits and rights to specific purchasers at their discretion in respect of which the Purchaser has no objection.
- 6.17) The Purchaser shall not require or undertake any additions/deletions/modifications/ changes in position etc., of the windows, doors, overall plinth of the apartment, internal layout within the apartment, toilets and kitchen, electricity, water and sanitary layouts, sit-outs/balcony coverings/decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings, Main Door, M S gates including in the corridors etc.) other than what is provided for by the Builder.
- 6.18) The Purchaser shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not alter and/or disturb the electricity, water and sanitary lines in Schedule 'C' Apartment and shall not enclose the balconies forming part of the Schedule 'C' Apartment. Since the walls are built of solid blocks and cement with RCC roofing, no chipping or alteration works shall be carried out on any of the walls. The Purchaser, however, while carrying on any interior decoration works/repairs/renovations within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the Building/Block/Wing and shall not use the common areas, driveways/roads, open spaces in the Schedule 'A' Property for dumping waste materials, debris etc. The Purchaser shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the Maintenance Agency/Company appointed by the Builder or the Owners' Association, as the case may be.
- 6.19) The Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser but originally carried out by the Builder. The Builder shall not be responsible/liable for any thefts during the course of the interior works. The Builder shall also not be responsible for any accidents, injury or loss of life, or pilferage during the course of the interior works of any materials belonging to the Purchaser.
- 6.20) The Purchaser shall alone be responsible to take utmost care of surroundings to avoid any damages/breakages while shifting the materials in common areas. The Builder will not be held responsible, in such cases.
- 6.21) The Purchaser shall not, make any additions to the Schedule 'C' Apartment or permanently remove there from any fixtures or fittings provided therein if any. However, the Purchaser may undertake temporary partitions, or install any electrical equipment required for Purchaser's operations, including but not limited to Computer systems, electronic devices, CCTV, telephones, etc. The Purchaser shall carryout, at his own cost and expenses and without claiming any reimbursement from the Builder, minor

> *Purchaser*

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non-structural additions or improvements to the Schedule 'C' Apartment. The Purchaser shall not do any act, which will cause or tend to cause any damage to the structure and facade of the buildings. Pursuant to forming of an Association, the Purchaser shall abide by all rules and regulations and bye-laws of the association and the Purchaser shall obtain all necessary approval from the Association for doing any modification/alteration etc.

- 6.22) All interior related works that the Purchaser may take up on his own can be taken up only after handing over possession of the Schedule 'C' Apartment to the Purchaser by the Builder. The Purchaser can carry out interior works during the day time between 9 A.M. and 6 P.M. on all days except Sundays and Public Holidays and the workers shall vacate/leave the premises immediately after 6 P.M. The Purchaser shall be fully liable and responsible to clear at his cost the debris generated and construction waste materials accumulated inside the Schedule 'C' Apartment at the time of carrying out interior modification works. It is the responsibility of resident owner/respective contractor to get the same cleared and dump all the waste materials at the specified areas as designated by the Builder. The Purchaser shall not dump the same in any other areas other than the place designated by the Builder. Any damage caused to the internal electrical, plumbing systems or to any of the fixtures during the course of interior modification works, the Builder will not be held responsible for rectification of the same. The Purchaser shall not change the appearance of external walls by painting in different color/fixing of tiles etc. or otherwise.
- 6.23) The Purchaser shall shift the interior materials/furniture (while moving in/out) to be done through staircase only provided therefor without damaging the walls and surrounding common areas. The Purchaser shall use the Service elevator for shifting of smaller house hold items in enclosed boxes, without overloading or damaging the elevator and its side panels, buttons, railings etc.
- 6.24) The Purchaser shall install the Air Conditioners/Air Cooler Units at the designated locations only and no additional core cuts shall be made other than what is provided by the Builder. The exposed copper pipes connecting between indoor and outdoor units shall be covered with casing as per the sample done by Builder and dish antenna/network related cables to be laid through the respective communication shafts only and no loose cabling to be done externally.
- 6.25) The Purchaser shall not place any shoe racks/shelves/bicycles/any personal belongings in the common areas and the Builder will not be held responsible for any loss or damages caused to the same and the Purchaser shall not use common areas for utility usage.
- 6.26) The Purchaser shall not place any kind of potted/hanging/plants projecting outside the balcony or on the slabs outside the windows without proper support/safety precautions and the Purchaser shall not throw any materials from balconies, which may cause damage to the personnel/property at below floors.
- 6.27) The Purchaser and/or his tenant/s should take full responsibility of their apartments, allotted parking areas, vehicles, visiting guests and family members while ingress and egress to the apartment.
- 6.28) The Purchaser will be permitted to fix the grill/mesh doors to the windows provided in the Schedule 'C' Apartment only from the inside.

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- 6.29) The Purchaser covenants that other than the parking space/s allotted to the Schedule 'C' Apartment, the Purchaser shall not claim any title, right or interest whatsoever in respect of the remaining parking spaces in the Schedule 'A' Property and the Builder shall have the right to allot the use of the same to any buyer/s of the Apartment. This is an essential condition of sale and the Purchaser has specifically agreed to the same.
- 6.30) The Purchaser on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule 'B' and 'C' herein. In addition thereto the Purchaser shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 6.31) The Purchaser shall be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 6.32) The Purchaser further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc., on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 6.33) **Car Parking Regulations:**
 The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser's Car Parks in the Basement Floors in residential development and in Ground Floor as listed under:
 - a) The parking space earmarked for Purchaser is for exclusive use and enjoyment by Purchaser for parking light motor vehicle and the Purchaser shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
 - b) The Purchaser agrees that he shall park his cars/vehicles only at the specific Car Park space specifically allocated to him and not at any other place, around the building.
 - c) The Purchaser on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

> *Buyer*



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- d) The Purchaser will at all times act responsibly and safely in the use of the Purchaser's Car Parks and comply with all directions given by the Builder in the day to day use of the Purchaser's Car Parks and use the Purchaser's Car Parks for the sole purpose of parking a motor vehicle in his capacity as the owner of the Schedule 'C' Apartment and for no other purpose whatsoever and use of parking is solely at Purchaser's risk.
- e) The Purchaser shall not cause any annoyance, nuisance, damage or inconvenience to other owners and shall not store any inflammable or petroleum products in the car parking area or elsewhere.
- f) The car parking allotment is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser's Car Parks.
- g) The Purchaser will not object to the rights of the Builder in allotting the car parking spaces for the Schedule 'C' Apartment in the Project. The decision of the Builder in this regard shall be final and binding on the Purchaser.
- h) The Purchaser shall be entitled to exclusively use the parking space specifically allotted to the Purchaser either in the basement or at the surface level only for the purpose of parking cars and light motor vehicles. The Purchaser shall not have any right to object for allotment of parking spaces to the other apartment owners, nor shall they have any right to encroach or use other car parking spaces allotted or otherwise.
- i) The parking space earmarked for Purchaser is for exclusive use and enjoyment by Purchaser and the Purchaser shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- j) The Purchaser shall not allow the use of the car parking allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the Block/Wing in which Schedule 'C' Apartment is situated.
- k) It is agreed that the Purchaser's Car Parks shall be used only for parking cars and the Purchaser's Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- l) The Builder has provided "One Car Charging Socket Point" for every Car Parking Bay. The Apartment Owners shall be responsible to maintain the same. The usage charges shall be borne by the respective Apartment Owners as per meter reading. However demand charges for any deposits etc., shall be shared among the users. The charging capacity shall be increased based on the increase in number of users. Only One Charging Point will be provided for Each Bay irrespective of the Car Parking Slot to be multiple in nature like Back to Back Car Parks or Stack Parking.

7) THE PURCHASER COVENANTS AND UNDERTAKES AS UNDER:

- (a) The Purchaser shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Project and any part of the Limited Common Areas which may be allotted to any other purchasers of the Apartments in the Project. The Purchaser shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser i.e., Purchaser's Car Parks;

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- (b) That the Purchaser shall be entitled to the rights and bound by the obligations imposed upon the Purchaser under this Sale Deed and that the Purchaser shall abide by all the rules and regulations imposed by the Builder or the Owners Association in regard to the Project;
- (c) The Purchaser hereby agrees that he would own, possess and enjoy the Schedule 'C' Apartment for residential use in accordance with the terms of this Sale Deed;
- (d) That the Purchaser is in full knowledge of the Applicable Laws, applicable to the Project and that the Purchaser hereby undertakes that the Purchaser shall comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Property hereby Conveyed at the Purchaser's own cost;
- (e) That the Purchaser will regularly pay the maintenance charges that may be charged by the Builder or the Association or the Agency employed for such maintenance of the Project and the Purchaser shall also pay any maintenance deposit/sinking fund amounts.
- (f) The Purchaser covenants that, the Purchaser shall comply with all the rules, regulations, laws, notifications under Applicable Law, applicable to the Project in general and Project in particular, as may be prescribed by the Statutory Authority and/or the Association of Owners.
- (g) The Purchaser along with the other Owners of the Project shall at all times ensure that all necessary certificates, licenses, permits, permissions, and insurances are renewed and kept valid and subsisting.
- (h) After the maintenance of the Project is handed over to the Owners Association, the Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regard to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchaser along with the Association of Owners shall ensure that periodical inspections of all such equipments and facilities are made by them so as to ensure proper functioning of all such equipments.
- (i) The Purchaser shall use the Purchaser's Car Parks allotted to him as per the rules and obligations set out in the Clauses above;
- (j) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project as may be prescribed by the Builder and the Owners Association from time to time. The Purchaser will not place any material or obstruction in any Common Areas of the Project.
- (k) The Purchaser shall be solely responsible to keep the Property hereby Conveyed at his own cost the walls, drains, pipes and other fittings in good and habitable condition in particular so as to support and protect the parts of the building, and to carry out any internal works or repairs as may be required by the Association;

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8) CLUB HOUSES:

- 8.1) The Builder has provided Two (2) Club Houses named as 'DALI' and 'SALSA' for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of **Project** and Purchaser shall be required to pay the applicable house keeping charges towards usage of Multipurpose Hall and utilise the facilities available in the Club Houses according to the terms and conditions and shall remit payments as prescribed by Builder or by the Agency appointed by Builder to operate and manage the Club Houses. Any tax liability arising out of this shall be borne by the Purchaser. In the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club Houses and the transferor shall cease to be the member of the Club Houses.
- 8.2) The said Club Houses are for use of owners/occupants in Schedule 'A' Property in the '**Project**' and the Builder will provide sports areas and health centers.
- 8.3) The Purchaser agrees and understands that the Purchaser shall have conditional right of usage of the facility which is provided in both the Club Houses within the Project. This right of usage is limited to the Club Houses within the Project only. The Builder/Maintenance Agency shall have the right to formulate the management, structure and policy, rules and regulations for the said Club Houses and upon intimation of the formalities to be complied with, the Purchaser undertakes to fulfill the same. It is understood that the usage of Club Houses is limited only to the occupants of the Apartments in the Project and the Builder may make suitable provisions and covenants to this effect and in the necessary documents which the Purchaser agrees and undertakes to comply with, without raising any objection. It is understood that the entire operating cost of the facilities of the said Club Houses, improvement/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Purchaser from time to time, shall in no way constitute any portion of the Total Sale Consideration of the said Apartment and shall be paid extra by the Purchaser.
- 8.4) The ownership and possession of the buildings and the fittings and fixtures in Club Houses including movable assets will be transferred to the Owners' Association to be formed in the Schedule 'A' Property at the cost of such Association and till then it will be exclusively with the Builder and/or their associate concerns, agents, nominees, assignees and they alone shall be entitled to:-
- (i) Admit the owners/tenants in possession as members. Members shall have no right, title or interest whatsoever in the land and in the Club House buildings and/or assets therein.
 - (ii) Refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the rules of Club Houses or for misuse of facilities or for other reasons and such persons are not entitled to use the Club Houses and the facilities therein.
 - (iii) Fix the rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - (iv) Frame the rules and regulations regarding usage of the facilities at the Club Houses.

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- 8.5) The Builder will have a right of ingress and egress to the Club Houses by using the roads and other facilities in the 'Project' by themselves and by their agents, servants, authorized/permited by them etc.
- 8.6) The Purchaser as long as he remains occupant of the Apartment in the 'Project', shall be entitled to use the 'Club Houses', subject to (i) strict observance of the rules of the Club Houses, framed by the Builder, their agents/assigns, from time to time; (ii) the payment of charges for usage as may be fixed from time to time by the Builder and their agents/assigns; (iii) and is entitled for the following:-
- (a) The Purchaser is entitled to be enrolled as member of the Club Houses.
 - (b) In case of,
 - (i) a Firm, any partner or authorised representative duly authorised and who is in occupation is entitled to be enrolled as a member of the Club Houses,
 - (ii) a Company, authorised representative of the said Company who will be in occupation will be enrolled as a member of the Club Houses,
 - (iii) a Tenant/Mortgagee with possession/Licensee, such occupant would be enrolled as a member of the Club Houses during his occupation,
 - (iv) co-owner/s, any one or two of the authorised co-owners/representatives in occupation would be enrolled as a member of the Club Houses.
 - (c) Membership of the Club Houses entitles a member to use and enjoy the facilities at the Club Houses, subject to strict observance of rules framed by the Builder and their agents/assigns.
 - (d) There shall be no separate car parking facilities for the Club Houses.
- 8.7) The Builder may themselves run the Club Houses and/or engage any person/s to run the Club Houses and its activities till it is handed over to the Association envisaged in this Sale Deed. The Builder is not responsible for either quality of services or the price at which services are provided in the Club Houses.
- 8.8) The facilities of the Club Houses are available for the benefit of the purchasers of the Apartments in Schedule 'A' Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club Houses and the transferor shall cease to be the member of the Club Houses.

9) OWNERS ASSOCIATION:

- 9.1) The Purchaser has become member of the Owners' Association by executing this Deed of Sale and agrees to abide by the terms thereof and participate in the administration and other aspects of the Project constructed on the Schedule 'A' Property and accordingly the Purchaser has also executed the Form 'B' under the provisions of The Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale as aforesaid and agrees to abide by the terms thereof and will participate in the administration of the Club Houses.

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- 9.2) Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall also be responsible for managing and maintaining the Common Areas, Amenities and Facilities within the Project and shall be entitled to charge and collect Common Area Maintenance Charges (CAM Charges for short) from the owners of the apartments in the Project.
- 9.3) The Owners' Association is governed by the aforesaid Deed of Declaration and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 9.4) It is specifically made clear that the said Owners' Association is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc.
- 9.5) That on the Project being handed over to the Owners' Association, the Sellers/Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the plant and machinery and infrastructure provided for upkeep and maintenance of all Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment and all other plant and machinery, related facilities and services.
- 9.6) That on and from the expiry of one year from the date of Occupancy Certificate or from the date of handing over the Common Areas and the Common Amenities and Facilities of the Project to the Owners Association, whichever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. The Sellers/Builder shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Association for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services or failure to maintain and keep in currency all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances of all other plant and machinery, including Generators, Lifts, Pumps and all other equipments and infrastructure in Schedule 'A' Property. The Purchaser along with the Owners Association shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

10) COMMON AREA MAINTENANCE & MAINTENANCE CHARGES:

- 10.1) The Builder will undertake maintenance and upkeep of common areas and roads and facilities in **the Project** in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice from the date of completion of the respective Block/Wing till the formation of the Association in respect of Blocks/Wings or any time before or later and entrust the same to the Association to be formed by majority of the Owners of Apartments in **the Project**. The Purchaser shall pay to Builder or Maintenance Company or Owners' Association as the case may be, the proportionate sums for maintenance of common areas and facilities in **the Project**. The Purchaser shall also pay to the Builder or Maintenance Company appointed by the Builder,

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proportionate sums for Ad-hoc Maintenance charges for maintenance of common areas and facilities at the **Project**. The Purchaser shall pay the Builder maintenance charges for one year in advance before registration of the Sale Deed and the said sum will be utilized by the Builder for upkeep and maintenance of common areas and amenities and facilities for the completed portion of the development. The Builder has undertaken to maintain the completed development for a period of 12 months from the date of completion of the development/**Project** and any shortfall in the charges paid shall be made good by the Purchaser. However in the meantime if an Owners' Association is already formed by the majority of the owners of the Apartments in the **Project**, the Builder agrees to entrust the maintenance of common areas, amenities and facilities to the said Owners' Association and also transfer the unspent amounts collected from the buyers of the Apartments for the purposes referred to above. Notwithstanding the completion of all the amenities and facilities provided in the Schedule 'A' Property, the cost of maintenance of common areas, amenities and facilities shall continue to be the same and the Purchaser is not entitled to withhold the common expenses on the pretext that the entire development is yet to be completed.

- 10.2) In the eventuality of maintenance for any period over and above 12 months and till handing over to the association, further payment at the revised rates based on the escalated cost/expenses then, and the price as decided by the Builder will have to be paid in addition by the Purchaser from the date the Apartment is ready for possession for which a notice is served on the Purchaser or possession is handed over or deemed to have been handed over, pay for the common expenses/maintenance expenses to the Builder/the Agency appointed by the Builder for maintenance of all the common areas and facilities in the **Project**. It is agreed by the Purchaser that such amount shall become payable on the 1st day of each month in advance but can be paid before 5th day of each month. And the Purchaser agrees that notwithstanding any reason/s, dispute/s, these charges will be paid, duly and punctually by the Purchaser and the same will not be held back for any reasons whatsoever.
- 10.3) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in 'the Project' proportionately. It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Schedule 'C' Property. However, it is the primary responsibility of Purchaser to pay the same.
- 10.4) No Apartment owner including Purchaser can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of Apartment and/or facilities in Schedule 'A' Property.
- 10.5) The Purchaser in the event of leasing the Schedule 'C' Property shall keep informed the Builder or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Property and giving all the details of the tenants and occupants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Builder contained herein shall be that of the Purchaser and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the buildings in the 'Project' in Schedule 'A' Property and also make timely payment of common expenses and all other sums.

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10.6) The Purchaser hereby permits the Builder and/or Owners Association, their agents, engineers and other executives, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used in the Project and also for the purpose of laying, maintaining, repairing and testing plumbing lines, water pipes and electric wires and for similar purposes and also for disconnecting the supply of water and electricity and other facilities etc., to any apartment/s in the Project including the Schedule "C" Apartment on account of default in paying the CAM Charges and or any other charges payable and to restore the same on payment of all the dues. In addition thereto the Builder/Owners' Association and persons referred to above, enter the apartments, rectifying any defect or damage to the building/apartment and after restoration or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser, he shall reimburse and pay the Builder/Owners' Association/Agency or any other person the loss or damage suffered by them on account of the acts of the Purchaser. If the Apartment is closed and in the opinion of the Builder any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser consents to the Builder to break open the lock on the main door/entrance and of the rooms of the Apartment and the Builder shall not be liable for any loss, theft or inconvenience caused to the Purchaser on account of such entry into the Apartment.

11) NOT TO ALTER NAME:

The Purchaser shall not alter or subscribe to the alteration of the name of **the Project viz., "BREN ZAHARA"** in Schedule 'A' Property and/or alter the names assigned to the Blocks/Wings therein. The Builder reserves the exclusive right to identify with specific names for various Blocks/Wings/Buildings being constructed on the Schedule 'A' Property and Purchaser shall not change the names so given by the Builder.

12) DEFECT LIABILITY PERIOD:

12.1) It is agreed that in case any structural defect relating to development is brought to the notice of the Builder within a period of 5 (five) years by the Purchaser from the date of issue of Occupancy Certificate, or delivery of possession, whichever is earlier, it shall be the duty of the Builder to rectify such defects without further charge, within 30 (thirty) days or within any reasonable period and in the event of Builder's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive / recover appropriate compensation in the manner as provided under the Act.

12.2) Notwithstanding anything contained in the above clause the following exclusions are made:

- Equipment's (waters meters, heat pumps, lifts, generators, motors, STP, Transformers, gym equipment, etc.) availed through third party vendors which carry manufacturer's guarantees for a limited period. Thereafter the Builder/Apartment Owners' Association/society shall take annual maintenance contract with the suppliers. The Sellers/Builder shall transfer manufacturers' guarantees/warrantees to the Purchasers or Association of the Purchasers as the case may be for the convenience of the Purchasers.

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- b. Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear. Allowable structural and other deformations including expansion quotient.
 - c. Items of work like painting and other items which are subject to wear and tear and improper usage/negligent/omission/act/commission on the part of the purchaser/others.
 - d. The Sellers/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting.
 - e. The Sellers/Builder shall not be responsible for reduction in carpet area due to plaster thickness and skirting. Minor tile chipping, places where welding is done, shall not be considered as defects.
 - f. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the Apartment. Any hairline cracks or variations in the imported/local marble/granites are natural phenomenon and do not come under defect liability.
 - g. The Sellers/Builder shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.
- 12.3) The Purchaser shall maintain the Apartments/building in good and tenantable condition and carry out the internal repairs for the upkeep of the Apartments. The Association of the Purchasers or its assigns shall maintain the services and amenities in good condition and cover with proper AMC and insurance. The obligation of the Sellers/Builder/Co-Owner (as the case may be) shall be subject to proper maintenance and upkeep of the Apartments/services and amenities by the Purchaser or the Association as the case may be.
- 13) CIVIC AMENITY AREA:**
- The Civic Amenity Area shown in the Development Plan is reserved by the Builder for development of the same into permissible use in terms of the Bye-Laws and other rules and regulations applicable in respect thereto. The Builder is entitled to run and operate the activities therein and enjoy the income and other benefits arising therefrom. The Purchaser consents for the above and recognize the rights of the Builder in dealing with the Civic Amenity Area and undertakes not to interfere in the activities of the Builder in the said area nor claim any benefit therefrom either by himself or through Owners Association.

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14) RIGHT TO REBUILD:

In the event of destruction of buildings in which Schedule 'A' Property is a portion or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser will have the right to construct and own the same area as is owned by them prior to the date of destruction. However, if the area sanctioned is more/less, the Purchaser will have right to construct and own only proportionate area. Whenever the owners are rebuilding the building after such destruction, the foundation of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

15) APPLICABILITY:

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

16) STAMP DUTY AND REGISTRATION FEES:

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

17) PERMANENT ACCOUNT NUMBER:

The Permanent Account Number of Parties are as follows:-

(a) First Seller	:	BSPPN 2169 B
(b) Second Seller	:	AAFHH 9852 L
(c) Third Seller	:	AMPPH 7498 N
(d) Fourth Seller	:	AAFHH 9849 K
(e) Fifth Seller	:	AOEPV 6346 Q
(f) Sixth Seller	:	AGAPB 1359 F
(g) Builder	:	AAFCB 6608 K
(h) Purchaser	:	DOMPS 7796 E

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

I. All that Property measuring 03 Acres 28 Guntas in Sy.No.39 situated at Haralur Village, Varthur Hobli, Bangalore East Taluk, Bangalore and duly converted for non-agricultural residential purposes vide Conversion Order bearing No.BDIS/ALN/(E)VB/SR/216/2003-04 dated 26/07/2003 issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently forming part of Municipal Khata No.1198/Sy.Nos.36/1 and 39 of Haralur Village, Marathalli Division, Municipal Ward No.150 of Bellandur, Bangalore and bounded by:

East : Property of Smt.Jayalakshamma in Sy.No.36;
West : Remaining Property measuring 02 Acres 00 Guntas in Sy.No.39;
North : Road; and
South : Remaining Property measuring 01 Acre 00 Guntas in Sy.No.39.

II. All that Property measuring 01 Acre 11 Guntas in Sy.No.36/1 (Old Sy.No.36), situated at Haralur Village, Varthur Hobli, Bangalore East Taluk, Bangalore and duly converted from agricultural to non-agricultural residential purposes vide Conversion Order bearing No.ALN (E.V.H) SR 25/2005-06 dated 29/04/2009 issued by The Special Deputy Commissioner (Revenue), Bangalore District, Bangalore and presently forming part of Municipal Khata No.1198/Sy.No.36/1 & 39 of Haralur Village, Marathalli Division, Municipal Ward No.150 of Bellandur, Bangalore and bounded by:-

East : Property belonging to Smt. P. Ambadevi ;
West : Property bearing Sy.No.39;
North : Property bearing Sy.No.35 (Road); and
South : Property bearing Sy. No.36/2.

:CONSOLIDATED SCHEDULE:

All that Property measuring (1) 03 Acres 28 Guntas in Sy.No.39 and (2) 01 Acre 11 Guntas in Sy.No.36/1 (Old Sy.No.36) both situated at Haralur Village, Varthur Hobli, Bangalore East Taluk, Bangalore and duly converted for non-agricultural residential purposes vide Conversion Orders bearing (1) No.BDIS/ALN/(E)VB/SR/216/2003-04 dated 26/07/2003 and (2) No.ALN (E.V.H) SR 25/2005-06 dated 29/04/2009 respectively, issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently bearing Municipal Khata No.1198/Sy.Nos.36/1 and 39 of Haralur Village, Marathalli Division, Municipal Ward No.150 of Bellandur, Bangalore and bounded by:

East : Property bearing Sy.No.36/1P;
West : Property bearing Sy.No.39/P;
North : 12.15M Wide Road;
South : Property bearing Sy.No.39/P Private Property, Sy.No.159, Sy.No.36/2 Private Property.

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:SCHEDULE 'B' PROPERTY:
(Description of undivided share)

641 Sq. Ft. undivided share, right, title, interest and ownership in the land in Schedule 'A' Property.

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

All that Residential Apartment bearing No.A-303 situated on **Third Floor** of **Wing/Block 'A'** – “AZALEA” in the Project viz., ‘BREN ZAHARA’ built in Schedule 'A' Property and Apartment measuring **1155.63 Sq. Ft.**, of Carpet Area, **68.02 Sq. Ft.**, of Balcony Area and **444.83 Sq. Ft.**, of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring **1668 Sq. Ft.**, of super built up area, with right to use **One** Covered Car Parking Space in the Basement Level and the Apartment is bounded by:

- East : Entrance Lobby in Third Floor of Wing/Block-A in “BREN ZAHARA”
- West : Open towards Open Space in Wing/Block-A of “BREN ZAHARA”
- North : Open towards Open Space in Wing/Block-A of “BREN ZAHARA”
- South : Apartment No.A-302 in Third Floor of Wing/Block-A in “BREN ZAHARA”

The walls are built out in RCC Structure using pre-engineered aluminum technology with RCC Roofing and with combination of Vitrified/Ceramic Flooring and it has electricity, water and sanitary connections.

:SCHEDULE "D":
:RIGHTS OF THE PURCHASER:

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

- 1) The right to own the Apartment described in Schedule 'C' above for residential purposes only.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity and sewerage from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone and such other installations, at dedicated part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

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- 6) Right of entry and passage for the Purchaser with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in the **Project** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser shall be entitled in common with the Purchasers of the other Apartments in the building, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASER:

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Sellers/Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

- 1) The Purchaser shall be bound by the following obligations :
 - a) Not to raise any construction in addition to that mentioned in Schedule 'C' above.
 - b) Not to use or permit the use of Schedule 'C' Apartment other than for residential use or in a manner which would diminish the value or the utility therein.
 - c) Not to use the space left open after construction in Schedule 'A' Property or in **the Project** for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
 - d) Not to default in payment of any taxes or levies to be shared by the other Apartment owners of the Schedule 'A' Property.

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- e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the Apartments in Schedule 'A' Property.
 - f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.
- 2) The Purchaser shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser shall promptly report to the Sellers/Builder or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said Apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 3) The Purchaser shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers/Builder for duly implementing the terms and intent of this Sale Deed and for the formation of Owners' Association.
- 4) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of Apartments comprised in **the Project**.
- 5) The Purchaser shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 6) The Purchasers of Apartments in **the Project** and/or in respective Blocks/Wings shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Apartments and parking spaces in the building and Purchaser specifically shall not:-
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the Apartment/parking space which in the opinion of the Sellers/Builder or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the Apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.






- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
 - g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - h) Bring inside or park in the Schedule 'A' Property any lorry or any heavy vehicles.
 - i) Use the Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - j) Drape clothes on the grills in the balconies and other places of building.
 - k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
 - l) Throw any rubbish or used articles in Schedule 'A' Property other than in the Dustbin provided in the property.
 - m) Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes without prior consent in writing of the Sellers/Builder.
 - n) Create any nuisance or disturbance or mis behave in the matter of enjoying the common facilities provided to all the Apartment Owners in the building of **the Project**.
 - o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in **the Project**.
 - p) Trespass into other residential buildings in **the Project** or misuse the facilities provided for common use.
 - q) Use the Schedule 'C' Property as a transit Apartment or service Apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
 - r) Use the Schedule 'C' Apartment for training any skill or art or occupation or conduct any teaching classes.
- 7) The use of the club house, swimming pool and other facilities by the Purchaser during tenure of membership shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

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- 8) The Purchaser shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property or outside the apartment complex. The Purchaser shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers/Builder or Agency maintaining the common areas and facilities in **the Project** or by the Owners Association.
- 9) The Purchaser shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchaser shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 10) The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 11) The Purchaser can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other Apartment owners in the Block/Wing and/or in **the Project**.
- 12) The Purchaser shall pay to the Sellers/Builder or maintenance company or Owners' Association as the case may be the following expenses on prorata basis :
 - a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in **the Project** including the cost of Annual Maintenance Contract for these equipments;
 - b) Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in **the Project**;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
 - g) All taxes payable, service charges and all other incidental expenses in general.
 - h) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule 'A' Property in general.

Mujher



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2024-25



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

WITNESSES:

1) Reesh,

PRAKASH

No. 20 Vittal Mallya Road

Bangalore - 560001

for M/s. BREN CORPORATION PVT. LTD.,

(J. BOOPESH REDDY)

Director.

General Power of Attorney Holder for
SELLERS Nos.1 to 5.

2) Rajeev

M. A. Jayaram

No. 125 Melby Road

Bangalore 560001

for M/s. BREN CORPORATION,
(formerly known as M/s. SJR ENTERPRISES),

(J. BOOPESH REDDY)

Sole Proprietor
SELLER No.6

for M/s. BREN CORPORATION PVT. LTD.,

(J. BOOPESH REDDY)

Director.
BUILDER.

(RAJ SHAW)
PURCHASER.

Drafted By:

B. S. Shankarnaray
(B.S.SHANKARNARAYAN)

Kusuma Advocates,
Bangalore.

Har/A-303/BREN>ZAHARA/POST RERA, PRE OC -SB&CP-SL

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2024-25

ANNEXURE

FORM B
[See Rule 4]
FORM OF DECLARATION

I, Mr. RAJ SHAW, Aged about 34 years, Son of Mr. Ranjeet Shaw, Residing at: H.No-63, Bajrang Tekri, Post-Bagbera, Near Mazar, Bagbera, JAMSHEDPUR-831 002., do hereby solemnly affirm and declare as follows:

- 1) I hereby declare that I am the absolute owner of the Residential Apartment No.A-303 in **Third Floor of Wing/Block 'A' – "AZALEA"** in '**BREN ZAHARA**' built on all that piece and parcel of Schedule 'A' Property namely Property measuring (1) 03 Acres 28 Guntas in Sy.No.39 and (2) 01 Acre 11 Guntas in Sy.No.36/1 (Old Sy.No.36) both situated in Haralur Village, Varthur Hobli, Bangalore East Taluk, Bangalore duly converted for non-agricultural residential purposes vide Conversion Orders bearing (1) No.BDIS/ALN/(E)VB/SR/216/2003-04 dated 26/07/2003 and (2) No.ALN (E.V.H) SR 25/2005-06 dated 29/04/2009 respectively, issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently bearing Municipal Khata No.1198/Sy.Nos.36/1 and 39 of Haralur Village, Marathalli Division, Municipal Ward No.150 of Bellandur, Bangalore and also owner of proportionate Undivided Share in the land measuring **641 Sq. Ft.**
- 2) I further confirm that the Owners (1) **Smt. NIRMALA**, (2) **Sri. HEMANTH KUMAR H. R.**, (3) **Sri. LAKSHMISHA H. R.**, (4) **Sri. PRABHAKAR H. R.**, (5) **Smt. KASTURI**, (6) **M/s. BREN CORPORATION**, (formerly known as **M/s.SJR ENTERPRISES**), along with Builder viz., **M/s.BREN CORPORATION PVT. LTD.**, have already executed a Deed of Declaration dated 20/04/2024, registered as Document No.HLS-1-00248-2024-25 in Book-I and stored in Centralized Data Cell in Electronic Form in the Office of the Sub-Registrar, HALASURU, Bangalore and I subscribe to the said Deed of Declaration by signing this form and have thereby become the member of "**BREN ZAHARA APARTMENT OWNERS ASSOCIATION**".
- 3) I derived the title to the aforesaid Apartment and corresponding undivided share of land in the aforesaid Property described in Schedule 'B' of the Sale Deed executed by Smt.Nirmala and others in my favour to which this Declaration is annexed.
- 4) I hereby declare that my heirs, executors, administrators and assigns and the said apartment referred to in Para 1 of this Declaration, shall hereafter be subject to the provision of The Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) and all amendments thereto and I further declare that I shall comply strictly with the covenants, conditions and restrictions set forth in the Declaration and with the bye-laws forming part thereof with the administrative rules and regulations adopted pursuant to such bye-laws, which Deed of Declaration is set out in Para-2 above (as either of the same or may be lawfully amended from time to time) as in the Deed of Sale.

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

→ *Rajesh*

DECLARANT.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಪ್ರಷ್ಟ್ರ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt Number: 2657869 ಕಟ್ಟೇರಿ: Halasoor

Original Copy

ದಿನಾಂಕ: 12/06/2024

Mr.RAJ SHAW ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2024 - 2025 ವರ್ಷದ ಪ್ರಸ್ತುತಿ - 1 ಪ್ರಸ್ತುತಿದ್ದ **01008** ಸಂಖ್ಯೆಯ
ಪತ್ರದ ನೋಂದಾವಳಿಗಾಗಿ

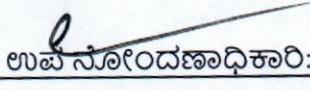
ನೋಂದಣಿ ಶುಲ್ಕ:	₹1,33,803.00
ಸೇವಾ ಶುಲ್ಕ:	₹1,190.00
ಪ್ರಮಾಣ ಪತ್ರ ಮುದ್ರಾಂಕ ಶುಲ್ಕ:	₹100.00
ಒಟ್ಟು:	₹1,35,093.00

Rs 135093 Paid through E-Payment

ಒಟ್ಟು: ₹1,35,093.00

(ಅಕ್ಷರದಲ್ಲಿ) ರೂ, One Lakh Thirty Five Thousand
Ninety Three Rupees

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 12/06/2024 ದಿನದಂದು
ಕೊಡಲಾಗುವುದು

 ಉಪನೋಂದಣಾಧಿಕಾರಿ: Halasoor