21-22

BNG(U) SHR 6673 21-22 BK I PAGE 1-30

BKT-6673
21-22

SALE DEED

THIS **DEED OF SALE** executed on the **Twenty** third day of **March** Two Thousand Twenty Two **(23/03/2022)** at Bangalore:

B Y :

M/s. SOBHA LIMITED,

(CIN: L45201KA1995PLC018475) a Company incorporated under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013, having its Registered Office at No.51/5, "Sobha", Sarjapura-Marthahalli Outer Ring Road (ORR), Devarabeesanahalli, Bellandur Post, Bangalore – 560 103 represented by its Authorised Signatory Mr. Shanthakumar C.

hereinafter referred to as the "**VENDOR-CUM-DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns),

IN FAVOUR OF :

Mr. ARUN SINGH
Aged about 39 years
S/o Mr. Tirpal Singh
Residing at No.A1-2104, Sobha Silicon Oasis,
BBMP Khata No.30/21/27, Ward No.192,
Beratena Agrahara Village, BANGALORE.

hereinafter called the "**PURCHASER/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns).

Arun Singh

BNG(U) SHR..6673...21-22 BK...I...PAGE 2-30

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S SOBHA LIMITED rep by its Authorised Signatory Mr. Shantha Kumar.C , ಇವರು 271500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	247200.00	Challan No CR0322003000515161 Rs.247200/- dated 18/Mar/2022
ಚಲನ್	24300.00	Challan No CR0322003000515161 Rs.24300/- dated 18/Mar/2022
ಒಟ್ಟು :	271500.00	

ಸ್ಥಳ : ಶಾಂತಿನಗರ

ದಿನಾಂಕ : 23/03/2022

23/3/22

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಜಯನಗರ, (ಶಾಂತಿನಗರ).
ಬೆಂಗಳೂರು - 560 027

Designed and Developed by C- DAC Pune.

BNG(U) SHR 6673..21-22 BK...I...PAGE 3-30

WITNESSETH AS FOLLOWS:

WHEREAS

I. Originally the land bearing Survey No.15 measuring 5 Acres 20 Guntas (i.e., 2 Acres 24 Guntas of Survey No.15/1 and 2 Acres 36 Guntas of Survey No.15/2) and Survey No.16/1 measuring 6 Acres 25 Guntas (i.e., 5 Acres 33 Guntas of Survey No. 16/1A and 12 Guntas of Survey No.16/1B and 20 Guntas of Survey No.16/1C) and Survey No.16/2, measuring 3 Acres 14 Guntas, situated at Beratena Agrahara, Begur Hobli, Bangalore South Taluk, together measuring 15 Acres 19 Guntas (hereinafter referred to as "**Said Lands**") was owned by M/s Standard Fire Works, who got the same converted from agricultural to non-agricultural use and the Special Deputy Commissioner, Bangalore District, Bangalore, on the receipt of requisite conversion fines, converted the same to non-agricultural Industrial use vide Official Memorandum bearing No.B.DIS: ALN: SR:668/1974-75 dated 16.04.1975 in the name of The Standard Fireworks Industries;

II. The **Standard** Fire Works Industries, a Partnership Firm of several Partners, was dissolved on 16.09.1985, wherein M/s Standard Fireworks Private Limited one of the partners of the said Partnership Firm was allotted with Said Lands along with other properties;

III. On an application made by M/s Standard Fireworks Private Limited for the change of land use from industrial to residential use of the Said Lands save the portion of Said Lands measuring 3944 sq mts which was already classified as residential, the Bangalore Development Authority on the receipt of requisite charges, vide Commencement Certificate bearing No.BDA/NaYoSa/CLU-01/2013-14/3395/2013-14 dated 22.10.2013, permitted the change of land use of the remaining portion of Said Lands, from industrial to residential purposes under Section 14A(3) of Karnataka Town and Country Planning Act 1961;

IV. M/s. Standard Fireworks Private Limited joined by Mr.Yennarkay R.Ravindran (for self and as kartha of his HUF), son of Yennarkay R.Rajarathnam, Mr.Yennarkay R.Rajarathnam, Mr.Yennarkay R.Chiranjeevi Ratnam, Mr.Yennarkay R.Selvaratnam, all sons of Yennarkay R.Ravindran (2) Mr.S. Annamalai (for self and as karta of his HUF), son of late K.A.A.Sankarlingam, Mr.Niranjan Sankar, Mr.Pramod Sankar, both sons of S.Annamalai (3) M/s.Arun Sankar Inks and Chemicals Private Limited, represented by its Director, A.Tenzing (4) Mr.S.Maheshwaran (for self and as karta of his HUF), son of K.A.A.Sankarlingam, Mr.Pradeep Sankar, son of S.Maheshwaran (5) C.Vijay Singh, son of late A. Chelladurai (6) Mr. C.Guna Singh, son of late A. Chelladurai (7) Mr. C.Rajendra Singh, son of late A. Chelladurai (8) C.Dhana Singh, son of late A. Chelladurai (9) Mr.A.Tenzing (for self and as karta of his HUF), son of late K.A.A.Arunachalam, Mr.Arun Shankar, son of Mr.A.Tenzing (10) Mrs. A.Aruna, wife of late S.Ashok (all represented by their Attorney Holder, Yennarkay R.Ravindran), as Consenting Witnesses confirming the ownership of M/s Standard Fireworks Private Limited, by a Deed of Sale dated 06.11.2013 (registered as Document No.6616/2013-14 in Book– I, C.D.No.652, in the office of the Sub-Registrar, Bommanahalli), conveyed the Said Lands to M/s.Sobha Developers Limited (the Vendor-cum-Developer);

V. Pursuant to application made to Bruhat Bangalore Mahanagara Palike, the Said Lands bearing Survey No.15/1, 15/2, 16/1A,1B,1C & 16/2, all situated at Beratena Agrahara, measuring about 15 Acres 19 Guntas was assessed to tax and assigned with BBMP Khata No.30/21/27 Sy No.15/1, 15/2, 16/1A,B,C & 16/2, Ward No.192, Beratena Agrahara, Bangalore ("**Said Property**") vide Special Notice bearing No.Vale/PR/KTR/868/13-14 dated 07.01.2014 issued by the Bruhat Bangalore Mahanagara Palike, and the Vendor-cum-Developer was registered as khatedar of Said Property, in the records of Bruhat Bangalore Mahanagara Palike as could be gathered from the Khata Certificate bearing No.DA/192/KTR/826/2013-14 dated 07.01.2014;

VI. Though the sale deed under which the Vendor-cum-Developer purchased the Said Property records the total extent of the Said Property as 15 Acres 19 Guntas (i.e., 62624.43 square metres), on measurement the actual extent in possession of the Vendor-cum-Developer and available for development was found to be 61553.42 square metres;

...(U) SHR.....5/.....21-22 BK....I.....PAGE 4-30

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-7615 6673/21-22

ಶಾಂತಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-03-2022 ರಂದು 07:40:48 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	48500.00
2	ಸೇವಾ ಶುಲ್ಕ	1500.00
3	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು/ ದಂಡ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	50040.00

ಶ್ರೀ M/S SOBHA LIMITED rep by its Authorised Signatory Mr. Shantha Kumar.C ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S SOBHA LIMITED rep by its Authorised Signatory Mr. Shantha Kumar.C			

ಉಪನೋಂದಣಾಧಿಕಾರಿ,
ಜಯನಗರ, (ಶಾಂತಿನಗರ).
ಬೆಂಗಳೂರು - 560 027

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S SOBHA LIMITED rep by its Authorised Signatory Mr. Shantha Kumar.C . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಉಪನೋಂದಣಾಧಿಕಾರಿ,
ಜಯನಗರ, (ಶಾಂತಿನಗರ).
ಬೆಂಗಳೂರು - 560 027

VII. In this manner, the Vendor-cum-Developer became the absolute owners of all that property presently bearing BBMP Khata No.30/21/27, Ward No.192, Beratena Agrahara, Bangalore (comprising of residential converted lands bearing Survey No.15/1 measuring 2 Acres 24 Guntas and Survey No.15/2 measuring 2 Acres 36 Guntas (both carved out of converted land bearing Survey No.15), and Survey No.16/1A measuring 5 Acres 33 Guntas, Survey No.16/1B measuring 12 Guntas and Survey No.16/1C measuring 20 Guntas (all carved out of converted land bearing Survey No.16/1 measuring 6 Acres 25 Guntas), and converted land bearing Survey No.16/2 measuring 3 Acres 14 Guntas, all situated at Beratena Agrahara Village, Begur Hobli, Bangalore South Taluk), in all measuring 15 Acres 19 Guntas (i.e., 62624.43 square metres) as per title documents and 61553.42 square metres as per the physically available area, which is more fully set out in the Schedule' hereto and hereinafter referred to as "**LARGER PROPERTY**";

VIII. WHEREAS M/s.Sobha Developers Limited changed its name to M/s.Sobha Limited i.e., the Vendor-cum-Developer herein pursuant to Certificate of Incorporation issued by the Registrar of Companies, Bangalore dated 18.08.2014;

IX. On an application for plan sanction for the Larger Property and on the Vendor cum Developer relinquishing 6,155.45 square metres for parks/open spaces to the Bangalore Development Authority by a Relinquishment Deed dated 13.03.2014 (registered as Document No.3529/2013-14 in Book – I, C.D.No.200, in the office of the Additional District Registrar, Bangalore Urban District) ("**Park/Open Spaces**"); reserving 3,077.71 square metres for civic amenities ("**Civic Amenities Sites**"), (i) a Master Development Plan bearing No. BDA/TPM/DLP/44/2013-14 dated 21.03.2014 from the Bangalore Development Authority (BDA); and (ii) a sanctioned plan bearing L.P. No.BBMP/Addl.Dir/JD South/LP 0617/13-14 dated 29.05.2014 from the Bruhat Bangalore Mahanagara Palike ("**Sanctioned Plan**") was secured by the Vendor cum Developer for and out of the remaining area available for development viz., 58475.71 square metres ("**Development Plan Property**"), the Vendor-cum-Developer for development of the remaining available area viz., 58475.71 square metres ("**Development Plan Property**").

a. The residential development on portion of the Development Plan Property measuring in all about 55475.71 square metres as more fully set forth in Schedule A and hereinafter referred to as "**Schedule 'A' Property**", in multiple phases into 3 (three) blocks, namely

BLOCK-1

WING-01 - 3 Basement floors +Ground floor+20 Upper floors
WING-02 - 3 Basement floors +Ground floor+20 Upper floors
WING-03 - 3 Basement floors +Ground floor+20 Upper floors
WING-04 - 3 Basement floors +Ground floor+20 Upper floors
WING-05 - 3 Basement floors +Ground floor+19 Upper floors
WING-06 - 3 Basement floors +Ground floor+20 Upper floors
WING-07 - 2 Basement floors +Ground floor+21 Upper floors
WING-08 - 2 Basement floors + Ground floor +20 Upper floors
WING-09 - 2 Basement floors + Ground floor +21 Upper floors
WING-10 - 2 Basement floors + Ground floor +21 Upper floors
WING-11 - 2 Basement floors + Ground floor +21 Upper floors
WING-12 -3 Basement floors + Ground floor +2 Upper floors (CLUBHOUSE)

Total No of Apartments: 909 Nos

BLOCK-2 & 3

ROW HOUSES - G+1 (Total No of Row Houses – 17 Nos)

along with the Common Areas of each Phase, Common Areas of the Project, and the Common Amenities and Facilities of the Project including but not limited to the Club House situated in Wing 12 of Block 1 having ground and 2 upper floors, known as, the entire development elucidated above is known as "**SOBHA SILICON OASIS**" and hereafter referred to as the "**Project**";

b. The development on and with regard to the remaining portion of the Development Plan Property, being the north-western portion, measuring around 3000 square metres ("**Future Development Area**") is reserved for future development as set forth in Recital XI below;

BNG(U) SHR.....6673.....21-22 BK.....1.....PAGE 6 - 30

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Vinay No. 51/5 Sobha Sarjapura Marathahlli outer Ring Road, Devarabeesanahalli B;lore-103	
2	Mahesh No. 51/5 Sobha Sarjapura Marathahlli outer Ring Road, Devarabeesanahalli B;lore-103	

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ,
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಜಯನಗರ. (ಶಾಂತಿನಗರ).
ಬೆಂಗಳೂರು - 560 027

Designed and Developed by C-DAC, ACTS, Pune

X. The Vendor-cum-Developer has informed the Purchaser and the Purchaser is aware that the Civic Amenities Sites reserved in the Larger Property shall belong exclusively to the Vendor-cum-Developer which shall utilize the same in future for such purposes as the Vendor-cum-Developer deems fit and proper. The Purchaser at no point of time shall claim any right, title or interest in such Civic Amenities Sites;

XI. The Purchaser is aware that the Vendor-cum-Developer as per the scheme of development has earmarked and retained the Future Development Area measuring around 3000 square metres for future development which exclusively belongs to the Vendor-cum-Developer. The Vendor-cum-Developer, at its discretion shall be entitled to either bifurcate and obtain a separate khata for the Future Development Area as required by the Vendor-cum-Developer or integrate the Future Development Area with the development on Schedule 'A' Property and shall be entitled to utilize this area for future development for any commercial or residential purposes in future as the Vendor-cum-Developer deems fit either as a separate property or as an integrated part of the development in the Schedule 'A' Property, such development on the Future Development Area is hereinafter referred to as "**Future Development**". The occupants/owners of the Future Development shall also be entitled to use the Common Amenities and Facilities of the Project, including but not limited to the Club house and Swimming Pool. The Purchaser shall not at any point of time object to such development and shall not claim any right, title or interest in this Future Development Area. The Vendor-cum-Developer if so required shall utilize this Future Development Area for erection of a sub-station;

XII. The Vendor-cum-Developer has registered the Project in seven phases under the provisions of the Real Estate (Regulation and Development) Act 2016 read with Karnataka Real Estate (Regulatory and Development) Rules 2017 with the Real Estate Regulatory Authority of Karnataka, and this sale deed is for **Phase 1 Wing 1, 2, 3, 4, 5 & 6.** The Phase 1 Wing 1, 2, 3, 4, 5 & 6 has been granted with Registration No.PRM/KA/RERA/1251/310/PR/170824/000032 dated 24/08/2017.

XIII. The proportionate undivided share in land for the Phase 1 Wing 1, 2, 3, 4, 5 & 6 is 24,357.64 sq. mtrs., allocable from and out of the Schedule 'A' Property as more fully set forth in Schedule 'B' and hereinafter referred to as the "**Schedule 'B' Property**" and the remaining undivided share from and out of the Schedule 'A' Property is allocated to the development of other phases of Sobha Silicon Oasis Project.

XIV. The Vendor-cum-Developer has informed the Purchaser and the Purchaser is aware that since the Vendor-cum-Developer is developing the Project in various phases on the Schedule 'A' Property and may subsequently take up Future Development, the Vendor-cum-Developer reserves easement rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'A' Property and it is a restrictive covenant of a perpetual easementary right which runs within the Schedule 'A' Property and the same is irrevocable. Further, the Purchaser shall not object against such use of the roads and passages and other amenities and facilities in Schedule 'A' Property by the Vendor-cum-Developer's and / or their transferees and / or persons authorized by the Vendor-cum-Developer. The Purchaser/s agree that they have absolutely no objections for the Vendor-cum-Developer using the said roads as access roads for any future development adjoining the Schedule 'A' Property including but not limited to the Future Development;

XV. The Vendor-cum-Developer has informed the Purchaser and the Purchaser is aware and has consented that the Common Areas of the Project, shall be maintained by all the owners of the Apartments and Row Houses in the Project and that the Common Areas of the Project shall be completed on the completion of the entire Project and not with this phase, however such Common Areas of the Project will get connected with the completion of all the phases of the Project.

XVI. In terms of the Scheme formulated by the Vendor-cum-Developer, any person/s interested in owning an Apartment or a Row House in this Phase of the Project will be entitled to an undivided share in the Schedule 'A' Property;

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 6673

ಶಾಂತಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-03-2022 ರಂದು 07:40:48 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	48500.00
2	ಸೇವಾ ಶುಲ್ಕ	1500.00
3	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು/ ದಂಡ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	50040.00

ಶ್ರೀ M/S SOBHA LIMITED rep by its Authorised Signatory Mr. Shantha Kumar.C ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Mr ARUN SINGH . ಬಿನ್ S/o Tirpal Singh (ಬರೆಸಿಕೊಂಡವರು)			Arunsingh
2	Mr SACHIN SINGH rep by his GPA Holder Pravesh Chaudhary (Consenting Witness) . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			Pravesh Chaudhary

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಜಯನಗರ, (ಶಾಂತಿನಗರ),
ಬೆಂಗಳೂರು - 560 027

XVII. The Vendor-cum-Developer by executing Deed of Declaration dated 27/02/2020 (registered as Document No.SHR-1-05568/2019-20 Book I, stored in CD No.SHRD437, in the Office of the Sub-Registrar, Shanthinagar, Bangalore) under the provisions of The Karnataka Apartment Ownership Act 1972 and Rules made thereunder, has submitted the Project thereunder and has constituted an association under name and style "**Sobha Silicon Oasis Owners Association**" under the said Karnataka Apartment Ownership Act 1972 which Association will have a separate committee being formed for each Phase of the Project;

XVIII. In terms of the Scheme formulated by the Vendor-cum-Developer the Purchaser herein being interested in owning an Apartment, after being satisfied with the title of the Vendor-cum-Developer to the Schedule 'A' Property, the Sanctioned Plan, made an application for allotment of a Apartment in the Project and the Purchaser has entered into the Agreement for Sale, to purchase an undivided **0.09%** share in the land comprised out of Schedule 'A' Property, which is more fully set out in the Part A of Schedule 'C' hereto and hereinafter referred to as "**Schedule 'C' Undivided Share**" or "**Schedule 'C' Undivided Property**" and by virtue of acquiring the Schedule 'C' Undivided Share the Purchaser also got constructed through the Vendor-cum-Developer his Apartment bearing No.**A1-2104** on the **Tenth Floor** of Phase 1 Wing 1, 2, 3, 4, 5 & 6 in the sanction plan for "Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6" of the Project known as "Sobha Silicon Oasis" developed on the Schedule 'A' Property, having a Carpet area of **921.94** square feet and total built up area of **1369.22** square feet along with **One** Car Parking in the Basement which is more fully set out in Part B of Schedule 'C' hereto and hereinafter referred to as "**Schedule 'C' Apartment** " with proportionate share in the Common Area of Phase 1 Wing 1, 2, 3, 4, 5 & 6 of the Project; The Schedule 'C' Undivided Share and the Schedule 'C' Apartment are hereinafter collectively referred to as "**Schedule 'C' Property**" or "**Property Hereby Conveyed**";

XIX. The Vendor-cum-Developer has received an Occupancy Certificate/ Partial Occupancy Certificate (As defined below) from Bruhat Bangalore Mahanagara Palike bearing No.JDTP (S)/ADTP/OC/25/19-20, dated 31/07/2019 for Phase 1 Wing 1, 2, 3, 4, 5 & 6 of the Project;

XX. The Purchaser has gone through the Deed of Declaration and Bye-Laws along with all other schedules, annexed thereto and accepted the same and hereby undertakes to abide by the Deed of Declaration and the rules and regulation thereunder. The Purchaser along with this Sale Deed has also executed a declaration in Form 'B' under the Karnataka Apartment Ownership Act, 1972 whereby confirming the Deed of Declaration and becoming member of the Owners Association formed thereunder;

XXI. The Purchaser has paid the entire Sale Consideration for the Property Hereby Conveyed, in accordance with the payment plan under the Agreement for Sale and has now called upon the Vendor-cum-Developer to execute this Deed of Sale;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1 In this Sale Deed the following capitalized words shall have the meanings ascribed to them below:

(a) **"Act"** means (i) the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 and amendments thereto from time to time;

(b) "**Agreement for Sale or Agreement to Sell**" means the agreement entered into by the Purchaser and Vendor-cum-Developer to sell the Schedule 'C' Undivided Property and contract for construction of the Schedule 'C' Apartment ;

(c) "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule 'A' Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and including the Act;

Arun Singh

BNG(U) SHR. 6673 21-22 BK. I PAGE 10-30

Party appeared, Hence Ordered for Registration

ಉಪನೋಂದಣಾಧಿಕಾರಿ,
ಜಯನಗರ (ಶಾಂತಿನಗರ),
ಬೆಂಗಳೂರು - 560 027

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ SHR-1-06673-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ SHRD937 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 25-03-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ವೈ.ಎಸ್. ಸರೋಜ,
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಜಯನಗರ, (ಶಾಂತಿನಗರ),
ಬೆಂಗಳೂರು - 560 027.

THE SEAL OF THE SUB-REGISTRAR JAYANAGAR, SHANTHINAGAR

Designed and Developed by C-DAC, ACTS, Pune

(d) "**Association" or "Association of Owners" or "Owners Association**" shall all mean the same, being the Association of Owners that is established by the Vendor-cum-Developer under the name and style **Sobha Silicon Oasis Owners Association**, in respect of all the phases of the Project, which includes separate committees if any, for each Phase of the Project, as per the provisions of the Karnataka Apartment Ownership Act, 1972;

(e) "**Association Agreement**" shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas of Phase 1 Wing 1, 2, 3, 4, 5 & 6 and the Project and the Common Amenities and Facilities of the Project;

(f) "**Block/s"** shall individually or collectively mean the Blocks constructed in the Project;

(g) "**Carpet Area**" shall mean the net useable floor area and the area covered by internal partition walls in the Apartment and shall exclude area covered by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas;

(h) "**Common Areas of Phase** Phase 1 Wing 1, 2, 3, 4, 5 & 6 " shall mean and include areas demarcated and declared as the common areas of Phase 1 Wing 1, 2, 3, 4, 5 & 6 (viz., Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6 and as detailed in Part A of Schedule 'G' hereto. The Common Areas of Phase 1 Wing 1, 2, 3, 4, 5 & 6 are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Developer or Owners Association to be followed by all the owners/occupiers of Apartments / Row Houses in Phase 1 Wing 1, 2, 3, 4, 5 & 6 ;

(i) **"Common Areas of the Project"** shall mean and include the areas as demarcated and declared as common areas of the Project and as detailed in Part B of Schedule 'G' hereto. The Common Areas of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Developer or the Association of Owners to be followed by all the owners / occupiers of the Apartment / Row House of the Project;

(j) "**Common Areas" or "Common Areas of Phase and Project**" shall mean and include the Common Areas of the corresponding Phase and Common Areas of the Project;

(k) "**Common Amenities & Facilities of the Project**" shall mean and include those amenities and facilities of the Project and as detailed in Schedule 'H' hereto. The Common Amenities and Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor-cum-Developer or the Association to be followed by all the owners/occupiers of the Apartments and Row Houses.

(l) "**Deed of Declaration**" shall mean the deed of declaration that has been executed by the Vendor-cum-Developer for the project by submitting the Project under the provision of the Karnataka Apartment Ownership Act, 1972;

(m) "**Local Authority" or "Authority**" shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Bangalore Electric Supply Company (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore Development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule 'A' Property;

(n) "**Limited Common Area**" shall mean any exclusive garden area attached to the Row house, attached to any specified Apartment, Terrace Area of the Row houses and exclusive terrace area attached to any specified Apartment, which are allotted for the exclusive use by such Row Houses and Apartments as they would be attached to and capable of being used by these Row Houses and Apartments and to be maintained by these Row houses and Apartments at their cost and not as part of the Common Area of the Phase and or Common Area of Project. The Purchaser Car Park shall also be a part of the Limited Common Area and the allotees of their respective car park space shall have the exclusive right thereto to the exclusion of other owners of the Row Houses/ Apartments. The maintenance of the Purchaser Car Park and other car park spaces shall form part of the common maintenance cost of the Common Areas;

(o) "**Occupancy Certificate**" means the occupancy certificate or partial occupancy certificate, or such other certificate by whatever name called, issued by the Authority confirming completion of Phase in the Project, and pursuant thereto permitting occupation of the Apartments / Row Houses for which the occupation certificate is issued;

(p) "**Party**" unless repugnant to the context, shall mean a signatory to this Sale Deed and "**Parties**" unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;

(q) "**Phase/s**" shall individually and collectively mean the phases developed by the Vendor-cum-Developer in Sobha Silicon Oasis as registered under RERA;

(r) "**Apartment or Unit / Row House**" shall mean the residential units together with proportionate share in the Common Areas and the non-exclusive use of Common Areas and the Common Amenities and Facilities of the Project;

(s) "**Project**" shall have the meaning described to the term in Recital;

(t) "**Purchaser Car Parks**" shall mean the exclusive car parking spaces allotted to the Purchaser to be used exclusively by the Purchaser so long as the Purchaser owns and occupies the Schedule 'C' Property or by any of the occupiers of the Schedule 'C' Property under the authority or agreement with the Purchaser herein. The regulation for the use of Purchaser Car Parks shall be in terms of Schedule 'F' hereto;

(u) "**Purchaser Covenants**" shall mean covenant given by the Purchaser in terms of Clause 7 hereof;

(v) "**Residence Owners" or "Owners**" or "**Apartment Owners**" or **"Row House Owners"** shall mean any owner or owners of Apartment/s or Row Houses in the Project;

(w) **"Rights and Obligation of the Purchaser"** shall mean the rights of the Purchaser set out in Schedule 'D' and the obligation of the Purchaser shall mean the obligations to be complied by the Purchaser as set out in Schedule 'E';

(x) "**Sale Consideration**" shall mean the consideration paid by the Purchaser for the sale of the Property Hereby Conveyed under this Sale Deed;

(y) "**Sale Deed**" shall mean this deed of sale, including recitals, the schedules hereto;

(z) "**Schedule 'A' Property**" shall mean the land on which the Project is being developed by the Vendor-cum-Developer and ascribed to the term in Recital and more fully described in the Schedule 'A' hereto;

(aa) **"Schedule 'B' Property"** is the portion of the undivided share in land out of the Schedule 'A' hereto utilised for construction of Phase 1 Wing 1, 2, 3, 4, 5 & 6 of the Project (i.e., "Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6 and as ascribed to the term in Recital XIII and more fully described in Schedule 'B' hereto;

(bb) "**Schedule 'C' Undivided Property**" or "**Schedule 'C' Undivided Share"** shall mean the undivided share in the land in Schedule 'A' Property set out in Part A of the Schedule 'C' hereto and corresponding to the Schedule 'C' Apartment ;

(cc)"**Schedule 'C' Apartment**" is the Apartment which has been constructed under the Scheme in the project and more fully described in Part B of the Schedule 'C' hereto;

(dd) "**Schedule 'C' Property**" shall mean the Apartment which is constructed for the Purchaser, under the Scheme with corresponding undivided share and more fully described in Part B and Part A respectively of Schedule 'C' hereto;

(ee) "**Scheme**" shall mean the scheme of development of the Project under which Persons interested in owning a Apartment in the Phase 1 Wing 1, 2, 3, 4, 5 & 6 of the Project (a) would have to acquire undivided share in the Schedule 'A' Property corresponding to the Apartment (which undivided share is corresponding to such Apartment to get the Apartment constructed from the Vendor-cum-Developer;

(ff) **"Specifications**" shall mean the specifications of construction of the Schedule 'C' Apartment set out in Schedule 'J' hereto or any equivalent thereto in terms of quality;

(gg) **"Structural Defects"** shall mean structural defect as provided in the Act;

(hh) "**Super Built Up Area**" of any Apartment shall mean the aggregate of (i) the Carpet Area of such Apartment / Row House, and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas of Phase 1 Wing 1, 2, 3, 4, 5 & 6 and the Project;

(ii) "**Vendor-cum-Developer's Covenants"** shall mean the covenant given by the Vendor-cum-Developer in terms of clause 6 hereof.

1.2 **Interpretation:**

(a) In this Sale Deed, any reference to any statute or statutory provision shall include all the current statues either state or central, their amendment, modification, re-enactment or consolidation:

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neutral gender shall also include the other;

(d) the recitals and schedules annexed herein forms part of the Sale Deed shall have the same force and effect as if expressly set out in the body of this Sale Deed, and any reference to this Sale Deed shall include any recitals and schedules to it.

(e) each of the representations and warranties provided in this Sale Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Section in this Deed limits the extent or application of another Section;

(f) headings to clauses, parts and paragraphs of this Sale Deed, and Schedules are for convenience only and do not affect the interpretation of this Sale Deed;

(g) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(h) this Sale Deed is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Sale Deed.

2. NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in pursuance of the foregoing and in consideration of **Rs.23,96,135/- (Rupees Twenty Three Lakh Ninety Six Thousand One Hundred Thirty Five Only)** paid by the Purchaser as stated above, the receipt of which the Vendor-cum-Developer hereby accepts and acknowledges in full and final settlement of the entire Sale Consideration the Vendor-cum-Developer hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE.

(a) an undivided **0.09%** share in the land comprised out of Schedule 'A' Property, which is more fully described in Part A of the Schedule 'C' written hereunder and hereinafter referred to as the "**SCHEDULE 'C' UNDIVIDED SHARE**" or "**SCHEDULE 'C' UNDIVIDED PROPERTY**", with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as co-owners of an undivided share; and

(b) a Apartment bearing No.**A1-2104** on the **Tenth Floor** of Phase 1 Wing 1, 2, 3, 4, 5 & 6 of the Project known as "Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6" having a Carpet area of **921.94** square feet and built up area of **1369.22** square feet along with **One** Car Park space/s in the limited common areas of Basement, car parking provided with the Row house and the non-exclusive right to use the Common Areas of Phase 1 and the Project and Common Amenities and Facilities of the Project, which is more fully detailed in Part B of Schedule 'C' hereto and hereinafter referred to as "**SCHEDULE 'C' APARTMENT**", with all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, as absolute owners, subject to the covenants herein contained;

The Schedule 'C' Undivided Share and Schedule 'C' Apartment are together hereinafter referred to as "**PROPERTY HEREBY CONVEYED**";

3. POSSESSION

The Vendor-cum-Developer has delivered possession of the Schedule 'C' Undivided Share to the Purchaser by placing the Purchaser in joint possession of the Schedule 'A' Property and the Vendor-cum-Developer has delivered possession of the Schedule 'C' Apartment to the Purchaser on this day and in this regard the Purchaser agrees, declares and accepts that:

(a) The area of the Schedule 'C' Apartment / Row House and the area of the Car Parking are as per Sanctioned Plans and as agreed under the Agreement for Sale;

(b) The Common Areas of Phase 1 and Project and the Common Amenities and Facilities of the Project and the Specifications of the Schedule 'C' Apartment are as per the agreed terms under the Agreement of Sale.

(c) Quality of construction and development of Phase 1 of the Project and the Schedule 'C' Apartment / is as per the Agreement to Sale.

(d) the Common Areas and the Common Amenities and Facilities provided in the Schedule 'A' Property are as per the Agreement to Sale;

(e) The Vendor-cum-Developer has completed all its obligations with regard to the Schedule 'C' Apartment / Row House and accordingly the Vendor-cum-Developer is completely discharged from all its obligations save and except the defect liability during the period provided in the Act.

(f) The sale of the Schedule 'C' Undivided Share is only to enable the Purchaser to construct and own the Schedule C' Apartment and the Purchaser shall not be entitled to seek partition or separate possession of the Schedule 'C' Undivided Share;

(g) The Purchaser/s have on this day joined the Owners Association formed under the said Deed of Declaration and have also executed the Form B along with the execution of this Sale Deed and the Purchaser covenants to be subjected to the rights and obligations specified in the said Deed of Declaration and the Rules/Bye-Laws there under and as may be amended from time to time.

4. CLUB AND MEMBERSHIP OF THE CLUB:

4.1 The Purchaser is aware that the Club House and its facilities are located in Block 1 Wing 12 of Sobha Silicon Oasis. The proportionate built up area of the club house and the corresponding undivided share in land is included in the built up are of the Apartment. The Purchaser herein by virtue of acquiring the Schedule 'C' Property will be entitled to the membership of such Club and so long as the Purchaser is the owner of the Schedule 'C' Property, he/she will be a member of the Club and use the same subject to its rules and regulation and payment of fees and charges as may be prescribed by the Vendor-cum-Developer or the Owners Association. The Purchaser and all other owners of the Apartments and Row Houses shall be bound by the rules and regulations of the Club. The Purchaser will be required to pay the club charges and usage charges for the facilities provided in the Club as prescribed by the Vendor-cum-Developer or the Association of Owners, from time to time. On the Vendor-cum-Developer handing over the maintenance of the Club and its facilities, the Association of Owners will be responsible to manage, maintain and operate the Club and its facilities.

4.2 Apart from the rules and regulation that would be formulated by the Vendor-cum-Developer and or the operator of the Club, the fundamental use of the Club shall be in the manner set out below:

4.3 In the event of the Property Hereby Conveyed is purchased by a partnership firm then in that event a partner or any authorized representative of the said partnership firm occupying the Schedule 'C' Apartment would be entitled to use the said Club on payment of charges.

4.4 In the event of the Property Hereby Conveyed being purchased by a public limited or a private limited company, then in that event any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the said Club on payment of charges.

4.5 In case of inheritance of the Property Hereby Conveyed, then in that event, the person inheriting and occupying the Schedule 'C' Apartment shall be entitled to membership of the said Club on payment of charges.

4.6 In the event of there being any co-owner of Property Hereby Conveyed then in that event such co-owner/s occupying the Schedule 'C' Apartment will be entitled to the use of the said Club on payment of charges.

4.7 In any other case like tenancy, lease, license etc., the occupier of the Schedule 'C' Apartment under such arrangement, will be entitled to the use of the said Club on payment of charges.

5. FORMATION OF OWNERS ASSOCIATION, MEMBERSHIP OF THE OWNERS ASSOCIATION AND MAINTENANCE

5.1 The Purchaser has become member of Sobha Silicon Oasis 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 provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.

5.2 The Purchaser is aware that the Vendor-cum-Developer will be responsible for the maintenance of the Project for a period of 1 (one) year from the date of the Phase being declared completed by the project architect or the receipt of Occupation Certificate whichever is earlier, It is hereby clarified that the Vendor-cum-Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchaser, the Owner's Association for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Phase 1 or the Project.

5.3 The Purchasers of Apartments and Row Houses in the completed Phases alone shall be liable to pay and bear the maintenance charges in its entirety of Clubhouse, Swimming Pools and its amenities till the completion of the development of other Phases in the Schedule "A" Property.

5.4 The Clubhouse and Swimming Pools constructed in phases with its amenities and facilities shall become common for all such completed phases of development in the Schedule "A" Property.

5.5 Upon the Project being declared as complete by the Developer on the Schedule "A" Property, the Clubhouse and Swimming Pools would become common to the entire development in the Schedule "A" Property. The Purchaser shall thereafter bear the maintenance charges of these common Clubhouse and Swimming Pools in the composite development of Schedule "A" Property, proportionately with the other Purchasers of Apartments and Row Houses in the Schedule "A" Property.

5.6 The Purchaser has paid Maintenance as demanded in the Final Request Payment Letter. The said deposit will be retained by the Developer and the interest at the rate prevailing from time to time of a standard Nationalized Bank will be considered as interest earned on the maintenance deposit and utilized for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The interest on this deposit will commence from the date of the commencement of warranty or maintenance of the Project/Block/Wing whichever is earlier. In case the interest accrued is inadequate, and these payments are not paid to the Vendor-cum-Developer, the Vendor-cum-Developer shall have the right to adjust such deficit from and out of the Maintenance Deposit to recover the maintenance dues. The maintenance shall mean and include the maintenance of Club-House, swimming pool and common amenities such as pathways, children play area etc., common areas, common facilities which are part of the phase and the composite Project "Sobha Silicon Oasis". Expenses for maintenance such as:

(a) Expenses for maintenance of lifts, pumps sets, generators, solar systems, etc., and other machinery, sanitary and electrical connections in the apartment building including the cost of AMC's for these equipment.

(b) Expenses incurred to carry out any additional work or renewal of licenses required by the statutory authorities during the maintenance period (e.g. Electrical inspection, lift, KSPCB inspection etc.).

(c) Any Common expenses related to Centrax facility through a preferred service provider.

(d) Any expense incurred in rectifying any item related to statutory bodies (like BESCOM cable, BWSSB water pipeline etc.).

Arun Singh

(e) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building and for facilities in Common Areas of Phase 1 and the Project;

(f) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement, lobbies, drive way and open places.

(g) Expenses for maintenance of the buildings and the land surrounding thereto and colour washing of common areas, maintenance of internal driveways within the premises of Phase 1 and the Project.

(h) Expenses incurred in the maintenance of Landscape, Gardens, Pots and other plants within the premises of the Project;

(i) Salaries and wages payable to the Property Manager, Security Guards, Lift Operators, Plumbers, Electricians, Gardeners, Pumps and Generator Operators and all other staff appointed and also the facility maintenance service charges.

5.7 Such other expenses which are common in nature and not attributable to any Apartment or Row House in particular but relates to the Maintenance of the Project in general. The expenses for the maintenance and usage of all the common amenities such as common roads, common passages gymnasium and common swimming pool, STP, OWC, solar lighting, gardens and parks, WTP's, Fire Fighting System, Rain water Harvesting systems and any other common amenities and facilities etc., in "SOBHA SILICON OASIS" or in the integrated development shall be borne by the Purchaser proportionately with the other Owners.

5.8 The Purchaser shall also pay subscription, maintenance and administrative charges of the Club-House and its amenities and Swimming Pool as demanded by the Vendor-cum-Developer or the Association either on monthly or on annual basis. The Purchaser shall not at any time claim individual ownership on the Club-House and Swimming Pool.

5.9 The Purchaser shall, from the date the Schedule 'C' Apartment being ready for occupation, whether possession of the same is taken or not, pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas, Common Amenities and facilities of the Phase and the Project as determined by the Vendor-cum-Developer and the Vendor-cum-Developer shall under no circumstances be liable for the same.

5.10 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule 'C' Apartment apart from the rules and regulations of the Association.

5.11 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule 'C' Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

5.12 The Vendor-cum-Developer or the agency appointed by the Vendor-cum-Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas of Phase and the Project and the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other Owners of the Apartments and Row Houses. The Purchaser and other Owners of the Apartments and Row Houses in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of 1 (one) year from the date of grant of occupation certificate to the Project and all its Blocks.

5.13 The Vendor-cum-Developer will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of 1 (one) year from the date of the completion of the

Arun Singh

respective phases. On completion of the said period, Project will be handed over to the Owners Association/s along with all relevant documents.

5.14 The Purchaser expressly authorizes the Vendor-cum-Developer to handover the Maintenance Deposit to the Owners Association whether registered or unregistered body without seeking any further no objection from the Purchaser. It is also made clear that the Vendor-cum-Developer shall not carry out any rectification works in the Said Schedule 'C' Apartment if the Purchaser takes over the Apartment after lapse of this Occupancy/ warranty period.

5.15 The following terms will be applicable with regard electricity and water charges:

(a) The Purchaser is aware that the responsibility of providing water supply, sewage connection and electricity is that of BWSSB and BESCOM/other government authorities. In case, the water supply from the BWSSB is not available or if available and is inadequate, in that event the Association has to make alternative arrangements for the water through water tankers;

(b) Similarly, the Vendor-cum-Developer shall endeavour to get the required quantum of Power supply as per the specification, however, if BESCOM is unable to supply the required quantity of Power, the Vendor-cum-Developer shall get the Power supply as sanctioned by the authorities and shall accept such reduced load in Power. Further, if for any other reason BESCOM delays the supply of Power to the Project, the Vendor-cum-Developer shall provide the Power supply to the Schedule 'C' Apartment / Row House and the Common Areas and the Common Amenities and Facilities of the Project through generating sets (DG). The Purchaser agrees to pay the charges for such power supplied through the generator sets till the commissioning of the Power supply by BESCOM as per the fuel consumed by the generating sets for the supply of such power. The Purchaser shall also accept reduced load in power, if any due to the above;

(c) The Vendor-cum-Developer shall make provisions for supply of water through bore wells dug in the Project, provided there is no restriction from the Government. In case sufficient water is not available from the bore well then the Association shall make arrangements to get the water supply through alternative sources such as water tankers etc., and the Purchaser undertakes to pay for the same.

(d) The Schedule 'C' Apartment will be provided with electricity supply and water supply. The said supply/supplies are from the government agencies and the Purchaser shall pay the consumption charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the Schedule 'C' Apartment is occupied by the Purchaser and/or their tenants/permitted persons or not, the Purchaser/Owner/Occupant shall be liable to pay the Vendor-cum-Developer the minimum charges stipulated by them for supply of the electricity. Any default would result in cutting of supply of electricity to the Schedule 'C' Apartment and will be restored on payment of all the arrears with interest claimed, if any.

(e) The Vendor-cum-Developer agrees to provide DG back-up/stand-by power for the lift, pumps, light in Common Areas of Phase and Project and with limit switch to the Schedule 'C' Apartment. It may, at its discretion, provide electricity to the Schedule 'C' Apartment Block/Wing from the said captive power source. The Purchaser shall pay the consumption charges as per the meter reading.

(f) The Vendor-cum-Developer is not responsible for the quality of power supply from BESCOM and the quality of water supply as aforesaid.

6. <u>THE VENDOR-CUM-DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:</u>

(a) That the Purchaser shall be entitled to hold, possess and enjoy the Property Hereby Conveyed, being entitled to the rights and subjected to the obligations specified in this Sale Deed;

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(b) The Vendor-cum-Developer is the absolute owner of the Property Hereby Conveyed with exclusive possession of the Property Hereby Conveyed and no person other than the Vendor-cum-Developer has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Property Hereby Conveyed;

(c) To the knowledge of the Vendor-cum-Developer the Schedule 'A' Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Property Hereby Conveyed;

(d) To the knowledge of the Vendor-cum-Developer, the Schedule 'A' Property is not the subject matter to any pending litigation other than the ones disclosed, third party claim, demand, attachment or a process issued by any court or Authority;

(e) There is no order of restrain by any court or order from any Authority prohibiting or restraining the alienation of the Property Hereby Conveyed in the manner herein contemplated;

(f) All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;

(g) The Vendor-cum-Developer has the absolute and unconditional right to sell, transfer or otherwise alienate the Property Hereby Conveyed;

(h) That the Vendor-cum-Developer has delivered a set of photo copies of the documents of title or CD, all the approvals and Sanctioned Plan, to the Purchaser and will deliver all the original documents of title to the Owners Association being held for the benefit of all co-owners of the Schedule 'A' Property on the completion of the Project;

(i) That the Vendor-cum-Developer will do and execute all acts, deeds and things as may be required by the Purchaser/s and at the cost of the Purchaser/s, for more fully and perfectly assuring the title of the Purchaser/s to the Property Hereby Conveyed;

(j) That the Vendor-cum-Developer shall keep the Purchaser fully indemnified and harmless against any action or proceedings or liability, cost or claim that may arise against the Purchaser/s or the Property Hereby Conveyed by reason of any defect in or want of title on the part of the Vendor-cum-Developer;

(k) That while conveying any share in the Schedule 'A' Property to others, the Vendor-cum-Developer shall not confer on such transferee/s, any right which is not reserved for or conferred on the Purchaser/s herein in or the Schedule 'D' hereto, nor shall omit or exclude in the case of such other transferee/s, any obligation which is required to be performed or shared by the Purchaser/s herein or in the Schedule 'E' hereto;

(l) The Vendor-cum-Developer has duly paid and shall continue to pay all governmental dues, rates, charges and taxes, levies, impositions, premiums, other outgoings, whatsoever payable with respect to the land on which this Phase of the Project is constructed to the Competent Authorities till completion of Phase of the Project;

7. <u>THE PURCHASER/S COVENANT/S AND UNDERTAKE/S AS UNDER</u>:

(a) The Purchaser/s shall not interfere with or obstruct the exclusive and perpetual use of the Limited Common Areas of this Phase and/or the Project and any part of such Limited Common Areas which may be allotted to any other purchaser/s of the Apartment/s and Row Houses in the Project. The Purchaser/s 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/s;

Arun Singh

(b) That the Purchaser/s shall be entitled to the rights and bound by the obligations imposed upon the Purchaser/s under this Sale Deed and that the Purchaser/s shall abide by all the rules and regulations imposed by the Vendor-cum-Developer or the Owners Association in regard to the Project;

(c) That the Purchaser/s hereby accept to conform to the rules and regulation that have been framed while subjecting the Schedule 'A' Property and the Property Hereby Conveyed constructed thereon under the provision of the Karnataka Apartment Ownership Act, 1972;

(d) That the Purchaser is in full knowledge of the Applicable Laws applicable to the Project and that the Purchaser/s hereby undertake/s that the Purchaser/s 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/s' own cost;

(e) The Purchaser/s has joined the Association formed by the Vendor-cum-Developer. The Purchaser, along with this Sale Deed, has also executed Form B as provided in the Karnataka Apartment Ownership Act, 1972;

(f) That the Purchaser/s shall regularly pay the maintenance charges that may be imposed by the Vendor-cum-Developer /Association or the Agency employed for such maintenance of Phase or the Project and the Purchaser/s shall also pay any maintenance deposit/sinking fund amounts;

(g) That the Purchaser/s has/have inspected the Schedule 'C' Apartment / Row House and Specification, Common Areas, Common Amenities and Facilities of the Project provided therein and after being satisfied, taken conveyance and the possession of the Property Hereby Conveyed.

(h) The Purchaser/s covenant that the Purchaser/s shall comply with all the rules, regulation, 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.

(i) The Purchaser/s along with the other Residence 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.

(j) The Vendor-cum-Developer 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 Residence 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. The Purchaser along with the Association of Owners 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.

(k) The Purchaser shall be bound and liable to comply with the obligations set out in Schedule 'E' and will have the rights set out in Schedule 'D' in the enjoyment of the Property Hereby Conveyed and the Common Areas of Phase and the Project and the Common Amenities and Facilities of the Project;

(l) The Purchaser shall use the Purchaser Car Parks allotted to him/her/it as per the rules and obligation set out in Schedule 'F' below;

(m) The Purchaser cannot hold the Vendor-cum-Developer responsible for any breakages caused to any of the finished works in the Schedule "C' Apartment being handed over to the Purchaser during the course of the interior works.

(n) That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule 'A' Property.

(o) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas of Phase and the Project, Common Amenities and Facilities of the Project as may be prescribed by the Vendor-cum-Developer and the Owners Association from time to time. The Purchaser will not place any material or obstruction in the Common Areas of the Project and the Block in which the Schedule 'C' Apartment has been constructed.

(p) The Purchaser shall be solely responsible to keep the Property Hereby Conveyed at his/her 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 Block, and to carry out any internal works or repairs as may be required by the Association;

(q) The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "Sobha Silicon Oasis" or any of its Phases, it being acknowledged that neither the Purchaser nor the Association have any right to seek such change.

(r) The Purchaser is aware and acknowledges Vendor-cum-Developer is developing the Project in various phases on the Schedule 'A' Property and may subsequently take up Future Development as well and therefore Purchaser shall not object to the perpetual easementary right of the Vendor-cum-Developer and / or their transferees and / or persons authorized by the Vendor-cum-Developer to the use and enjoyment of the roads and passages and other amenities and facilities in Schedule 'A' Property for the Vendor-cum-Developer and /or its transferees. The Purchasers agrees that it has no objections whatsoever for the Vendor-cum-Developer using the said roads as access roads for any future development adjoining the Schedule 'A' Property including but not limited to the Future Development.

(s) The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Blocks/ Wings along with the Common Areas and Common Amenities and Facilities of Project in a phase wise manner from time to time, even if the Purchaser has taken possession of the Schedule 'C' Apartment in Phase 1 Wing 1, 2, 3, 4, 5 & 6 which is completed and the Developer has secured Occupancy Certificate for the same.

(t) The Purchaser shall not object to the occupants/owners in the Future Development use of the common amenities and facilities of the Project, including and not limited to the Clubhouse and Swimming Pool.

(u) The Purchaser is aware and has agreed that the Vendor-cum-Developer shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas to other the other Unit Owners. The Purchaser confirms that it has been provided with details of the Limited Common Area of the Phase and is fully aware of the exclusive right of user of such Limited Common Areas of the Phase;

(v) The Vendor-cum-Developer reserves the right to allot for consideration exclusive car parking rights at the basement level and/or ground level and also surface parking in the Limited Common Areas if any to any of the purchasers /Residence Owners who specifically apply for the sale without any objection or hindrance from the Purchaser. Any unsold/unallotted car parking space can be used by the Vendor-cum-Developer as though fit at its discretion. The Vendor-cum-Developer shall allot and mark car parking and no changes will be made to the parking already allotted.

(w) Unallotted car parking areas from and out of the Limited Common Areas shall vest with the Vendor-cum-Developer to the exclusion of the Owners of the Block/Project, as applicable. The Vendor-cum-

Developer may allot such unallotted car parking areas to prospective purchasers in need of additional car parking space and can recover the cost of construction for the same.

(x) The Purchaser agrees that all covenants and assurances of the Purchaser under the Agreement shall be considered to be repeated under this Sale Deed.

8. DEFECT LIABILITY PERIOD:

8.1. In the event of any Structural Defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate/Partial Occupancy having been issued to the Phase of the Project, the Vendor-cum-Developer will attend to the same within 30 (thirty) days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.. Provided always, if any defect or damage is found to have been caused due to the negligence of the Purchaser or any other purchaser/s or the Purchaser/s agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule 'C' Apartment other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor-cum-Developer shall not be liable for any complained Structural Defects.

8.2. If within a period of 5 (five) years from date of handing over the Apartment / Row House to the Purchaser, the Purchaser brings to the notice of the Vendor-cum-Developer any Structural Defects in the Apartment or building in which Apartment is located, not being defect caused by normal wear and tear and/or by the negligent use of the Apartment/s by the respective purchaser/ Owner/Occupant, vagaries of nature, superficial cracks etc., If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016. Provided however notwithstanding anything stated herein, it is agreed between the Parties that:

(a) The Purchaser shall not carry out any alterations of whatsoever nature in the Apartment or Row House/wing/building/phase and in specific the structure of the said Apartment/Row House/wing/building/phase of the said Project/Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out the defect liability on the part of the Vendor-cum-Developer shall automatically become void and stand extinguished.

(b) That it shall be incumbent upon the Purchaser to maintain his/her/their Apartment in a diligent manner and take all due care necessary for the same including but not limited to the regular maintenance of the Apartment / Row House to prevent water seepage, etc.

(c) Where the manufacture warranty as shown by the Vendor-cum-Developer to the Purchaser expires, the same have to be renewed from time to time under AMC for such Facilities & Amenities at all time during defect liability period and should the annual maintenance contracts not be renewed by the Purchaser and/or Association, the Vendor-cum-Developer shall not be responsible for any repairs/defects occurring due to the same.

(d) In case of use of inappropriate cleaning materials or any other material, the Developer will not be responsible for any deterioration of the materials in the Apartments / Row Houses /Common Areas.

(e) Normal wear and tear of materials due to weather effect or usage of non-occupation of the Apartment / Row House for long durations, the Vendor-cum-Developer will not be responsible;

8.3. In carrying out the repairs of any Structural Defects:

(a) The Vendor-cum-Developer reserves the right to replace unavailable materials with suitable alternatives without any compromise on the quality of the material, quality of workmanship and the aesthetics of the Apartment/ Row House.

(b) The Vendor-cum-Developer states that many of the materials procured from factories/vendors are subject to variations in tone, grain, texture, color and other aesthetics features which are beyond the control of the Vendor-cum-Developer, they may not be the same as shown in the model Apartment / Row House /samples. This is mostly due to items being manufactured in different lots. Every effort will be made to minimize the variations to the specifications, Purchaser are informed to expect variations within natural/ permissible limits.

(c) The Vendor-cum-Developer will ensure that the workmanship of all the works shall be generally in accordance with the general and detailed specifications as mentioned in the Agreement and as per the Sanctioned Plan.

(d) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors/manufacturers, wherever applicable, that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments / Row House and the Common Areas, Amenities & Facilities of the Phase and the Common Areas of the Project wherever applicable.

(e) That the Purchaser has/have been made aware and that the Purchaser expressly agree/s that the regular wear and tear of the Apartment / Row House Wing/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

9. LIMITED COMMON AMENITIES AND FACILITIES

(a) There would be multiple Wings/Blocks on the Schedule 'A' Property, with its exclusive common areas. The Owners of Apartment and Row House shall not be entitled to any such Common Areas of other Phases in the Project on the Schedule 'A' Property. The Purchaser shall not seek any separate amenities and facilities exclusively other than those attributable to them specifically;

(b) All the Purchasers in **"SOBHA SILICON OASIS"** as a composite development shall be entitled to the use of Roads and Pathways to access the Parks and Open Spaces in **"SOBHA SILICON OASIS".**

(c) The expenses for all the Common Areas, Amenities and Facilities of the Phase shall be borne by the Purchaser proportionately with the other owners of Phases and the expenses of the Common Areas of the Project and Common Amenities and Facilities of the Project in **"SOBHA SILICON OASIS"** shall be borne by the Purchaser proportionately with the other owners in the Project in **"SOBHA SILICON OASIS"** as defined by the Owners Association.

10. NATURE OF RIGHT TO USE

10.1 The Apartment / Row House shall be used only for Residential purposes.

10.2 The Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

10.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Association and as provided herein.

10.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces.

10.5 The private terrace areas/Garden specifically allotted to the individual Owner/s is for their exclusive use and enjoyment and such Owner/s shall not have the right to put up any permanent/temporary

Arun Singh

construction in the terrace/garden or enclose the same or use/convert it for any commercial purposes.

11. TAXES AND FEES

11.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule 'C' Apartment / Row House. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule 'C Apartment / Row House;

11.2 If any Statutory Payments becoming payable in respect of the Schedule 'B' Property] or the Project by the Vendor-cum-Developer for the period after grant of occupation certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule 'C' Apartment / Row House, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 30 (thirty) days of a demand for the same being made by the Vendor-cum-Developer. The Purchaser shall also reimburse to the Vendor-cum-Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners of the Phase and Project respectively.

11.3 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule 'C' Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

12. RIGHT TO REBUILD AFTER THE PURCHASER HAS TAKEN POSSESSION AND CONVEYANCE

12.1 In the event of damage or destruction of the Project or any portions thereof for what so ever reasons it may be, other than Structural Defects, where such damage or destruction occurs after the completion of the Project, all Residence Owners in the Project shall have the right to repair or rebuild the Project and the Apartments / Row Houses. Subject to Applicable Law, the repair or reconstruction of the Project shall be carried out on the basis of the sanctioned plan and other approvals that may be required.

12.2 All the Unit Owners of the Project which is damaged or destroyed shall bear the cost of such repair or reconstruction in a fair and equitable manner and may utilise the funds available with the Association for these purposes in accordance with the rules and regulations of the Deed of Declaration. Without prejudice to the foregoing, the Purchaser agrees that the proceeds of any insurance that may be obtained by the Association for insuring the Project against any such damage or destruction, shall be utilized only for the purpose of such repair or reconstruction.

13. KHATA TRANSFER

The Purchaser/s are entitled to secure khata of Schedule 'C' Property at his/her/their cost and expenses from the Statutory Authority and the Vendor-cum-Developer shall sign all the necessary consent letters to secure the khata.

14. STAMP DUTY AND REGISTRATION FEES

Stamp duty and registration fee and deficits if any, on this Sale Deed shall be and has been borne by the Purchaser.

15. PERMANENT ACCOUNT NUMBER

The Permanent Account number of the Vendor-cum-Developer and the Purchaser are as follows:

(a)	**Vendor-cum-Developer**	:	AABCS7723E
(b)	**Purchaser**	:	ALKPA4299G

CONSENTING WITNESS: Mr. SACHIN SINGH, aged about 38 years, S/o Mr. L R Manoj, residing at No. D 613, Govindpuram, GHAZIABAD - 201 001., (Rep by his GPA holder **Mr. Pravesh Chaudhary,** vide GPA dated 03/12/2021)., has also signed this deed of sale as consenting witness confirming he has assigned all his rights to the purchasers herein as said above and has received the entire consideration receivable under the Assignment Agreement dated 22/01/2021.

LARGER PROPERTY

All that property presently bearing BBMP Khata No.30/21/27, Ward No.192, Beratena Agrahara, Bangalore (comprising of residentially converted lands bearing (a) Survey No.15/1 measuring 2 Acres 24 Guntas (b) Survey No.15/2 measuring 2 Acres 36 Guntas (both carved out of converted land bearing Survey No.15) (c) Survey No.16/1A measuring 5 Acres 33 Guntas, Survey No.16/1B measuring 12 Guntas and Survey No.16/1C measuring 20 Guntas (all carved out of converted land bearing Survey No.16/1 measuring 6 Acres 25 Guntas), and (d) converted land bearing Survey No.16/2 measuring 3 Acres 14 Guntas, all situated at Beratena Agrahara Village, Begur Hobli, Bangalore South Taluk), in all measuring about 15 Acres 19 Guntas i.e., 62624.43 square metres) as per title documents and 61553.42 square metres as per physically available area, together bounded on as follows:-

EAST	Land in Survey No.25 of Beratena Agrahara Village;
WEST	Land in Survey No.10, 11, 12 and 13 of Beratena Agrahara Village;
NORTH	Road and thereafter Naganathapura Village Boundary;
SOUTH	Land in Survey No.10, 17 and 18 of Beratena Agrahara Village;

Comprising of:

(a) 6,155.45 square metres relinquished for parks/open spaces by a Relinquishment Deed dated 13.03.2014 (registered as Document No.3529/2013-14 in Book – I, C.D.No.200, in the office of the Additional District Registrar, Bangalore Urban District);

(b) 3,077.71 square metres reserved for civic amenities as per sanctioned plan dated bearing L.P. No.BBMP/Addl.Dir/JD South/LP 0617/13-14 dated 29.05.2014 from the Bruhat Bangalore Mahanagara Palike;

(c) Remaining portion of Larger Property measuring in all about 58475.71 square metres (i.e., "Development Plan Property") comprising of:

i Schedule 'A' Property measuring about 55475.71 square metres;

ii Future Development Area being the north-western portion, measuring around 3000 square metres

SCHEDULE 'A'

(Description of Property on which Sobha Silicon Oasis is being constructed)

All that property presently bearing BBMP Khata No.30/21/27, Ward No.192, Beratena Agrahara, Bangalore (comprising of residentially converted lands bearing (a) Survey No.15/1 measuring 2 Acres 24 Guntas (b) Survey No.15/2 measuring 2 Acres 36 Guntas (both carved out of converted land bearing Survey No.15) (c) Survey No.16/1A measuring 5 Acres 33 Guntas, Survey No.16/1B measuring 12 Guntas and Survey No.16/1C measuring 20 Guntas (all carved out of converted land bearing Survey No.16/1 measuring 6 Acres 25 Guntas), and (d) converted land bearing Survey No.16/2 measuring 3 Acres 14 Guntas, all situated at Beratena Agrahara Village, Begur Hobli, Bangalore South Taluk), in all measuring 15 Acres 19 Guntas (62624.43 Sq. mtrs) and physical area of 61553.42 sq. mtrs out of which a portions being (i) 6,155.43 square metres was relinquished for parks/open spaces (ii) 3,077.71 square metres is reserved for civic amenities; and (iii) 3000 square metres is reserved for future development, and the area available for development of the Project being 55475.71 square metres and together bounded on as follows:-

EAST	Land in Survey No.25 of Beratena Agrahara Village;
WEST	Land in Survey No.10, 11, 12 and 13 of Beratena Agrahara Village;
NORTH	Road and thereafter Naganathapura Village Boundary;
SOUTH	Land in Survey No.10, 17 and 18 of Beratena Agrahara Village;

SCHEDULE – 'B'

(Description of the Property on which the Phase 1 Wing 1, 2, 3, 4, 5 & 6 ("Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6") is constructed)

2,62,185.69 square feet or 24,357.64 square metres of undivided share in land area out of the Schedule 'A' Property proportionately allocable to this Phase 1 Wing 1, 2, 3, 4, 5 & 6, based on which the Vendor-cum-Developer have achieved the FAR for the construction of composite development.

SCHEDULE 'C'
PART A
(Description of the Undivided Conveyed Under this Sale Deed)

An undivided **0.09%** share in the land comprised out of Schedule 'A' Property (i.e., **495.66** Square Feet) corresponding to the Schedule 'C' Apartment.

Market value **Rs.23,96,135/- (Rupees Twenty Three Lakh Ninety Six Thousand One Hundred Thirty Five Only)**

PART B
(Description of the Apartment/Row House constructed and conveyed under this Sale Deed)

A **Two Bedroom** Apartment bearing No.**A1-2104** on the **Tenth Floor** of **Block 1** of **Wing 2** of **Phase 1** i.e., **"SOBHA SILICON OASIS"** Phase 1 Wing 1, 2, 3, 4, 5 & 6" constructed on the Schedule 'A' Property, having a Carpet area of **921.94** square feet and built up area of **1369.22** square feet along with **One** Car Park space/s in the limited common areas of Basement in the residential complex known as **"SOBHA SILICON OASIS"** constructed in the Schedule 'A' Property.

(The said Apartment has RCC Roofing, **Vitrified** Flooring, Wooden Doors and Aluminum Windows)

NOTE: This Sale Deed is in compliance with the provisions of Section 194-IA of the Income Tax Act, 1961 and TDS, if any, has been deducted.

SCHEDULE 'D'
RIGHTS OF THE PURCHASER:

1) The Purchaser shall be entitled to the use and occupation of Schedule 'C' Apartment, subject to the terms and conditions contained in this Agreement and Association Agreements;
2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas;
3) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Block;
4) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing through the Block and the Schedule 'A' Property or any part thereof;
5) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Block, however, recognizing and reciprocating such rights of the other Owners;
6) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Blocks for the

purpose of repairs or maintenance of Schedule 'C' Apartment / Row House or for repairing, cleaning, maintaining or renewing water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to other owners and making good any damage caused;

SCHEDULE 'E'
OBLIGATIONS OF THE PURCHASER:

1) The Purchaser shall give to other Apartment / Row House in the Block the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;

2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in "Sobha Silicon Oasis in which the Schedule 'C' Apartment House is located and also in the Common Areas.

3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Apartment or any part thereof in "Sobha Silicon Oasis any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other Owners of the other Apartment / Row House or which may tend to depreciate the value of Sobha Silicon Oasis or any part thereof;

4) Except for leasing or rental permitted under this Schedule 'F' the Purchaser shall use the Schedule 'C' Apartment House only for private residential purposes and shall not be put. to use for any kind of commercial or semi commercial use. or serviced apartment;

5) The Purchaser understands and agrees that any time after the sale of the Schedule 'C' Property and the handover of the Schedule 'C' Apartment, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the Association, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed in relation to the rest of the owners and the Association of Owners. Such new purchaser shall join the Owners Association.

6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Block in common with the other Apartment/ unit/ s and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment/Unit/s;

7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Amenities and Facilities and the Common Areas. The liability for such share shall commence from the date of execution the Sale Deed.

8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Amenities and Facilities and the Common Areas and all other charges for the Common Areas, from the date of intimation of the Schedule 'C' Apartment/ Unit being ready for possession.

9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Vendor-cum-Developer;

10) The Purchaser shall carry out their interior works in the Schedule 'C Apartment/Unit only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.

11) The Purchaser agrees to pay all the Statutory Payments pertaining to the Schedule 'C' Apartment/Unit from the date on which the Schedule 'C' Apartment/ Unit is ready for possession and upon intimation of the same by the Vendor-cum-Developer, whether possession is taken or not.

12) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Schedule 'C' Apartment/ Unit is handed over, shall be borne and paid by the Purchaser.

13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the BBMP or any other Authority in respect of the Schedule 'C' Property, the same be borne and paid by the Purchaser.

14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas and Common Amenities and Facilities.

15) The Purchaser shall ensure that the Association is at all times compliant with the Association Agreements. That the Purchaser with the other owners of the Apartment/Units, through the Owners Association, shall at all times keep the annual maintenance contracts with regards to all the Common Amenities and Facilities and the Common Areas valid, and shall pay the amounts of annual maintenance contract and Association Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor-cum-Developer in "Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6" and the composite development/Project of "SOBHA SILICON OASIS" and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

16) The Purchaser agrees that the Purchaser shall pay regularly without default the charges as per the Association Agreement. In the event of any default in payment by the Purchaser, the Operators will be entitled to withdraw all or any of the services rendered under the Association Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Association Agreements.

17) The Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Owners or maintenance agency appointed by Association of Owners;

18) The Purchaser shall ensure that no rubbish/ refuse shall be thrown out of the Schedule 'C' Apartment/ Unit into the common areas, passages and Common Amenities and Facilities;

19) The Purchaser will not dry clothes outside on the balconies of the Schedule 'C' Apartment/ Unit;

20) That the Purchaser shall not install any additional tanks in the Apartment/Unit/s.

21) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of "Sobha Silicon Oasis Phase 1 Wing 1, 2, 3, 4, 5 & 6" and the composite development/Project of "SOBHA SILICON OASIS" or obstruct any open place meant to be retained open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

22) The Purchaser shall keep the Schedule 'C' Apartment/ Unit walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Association;

23) The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Apartment/Unit and nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/ facade/décor of the Block. The Purchaser at no point of time any of the balconies of bedroom, living room / kitchen are enclosed with glass or grill or otherwise. The ail-conditioner outdoor units shall be placed only at the areas designated by the Vendor-cum-Developer.

BNG(U) SHR...6673...21-22 BK...I...PAGE 28-30

SCHEDULE 'F'

(Car Park Guidelines)

The Purchaser shall at all times be bound by the terms and conditions of use of the Purchaser Car Parks as listed under:

1) The Purchaser will at all times act responsibly and safely in the use of the Purchaser Car Park/s and comply with all directions given by the Vendor-cum-Developer in the day to day use of the Purchaser Car Park/s.

2) The Purchaser will use the Purchaser Car Parks for the sole purpose of parking a motor vehicle in his/her/its capacity as the owner of the Schedule 'C' Apartment / Row House and for no other purpose whatsoever.

3) The Purchaser will not bring into the Purchaser Car Park/s at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle.

4) The Purchaser will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the car parking spaces of other Owners.

5) The Purchaser will not bring into or on the Purchaser Car Parks or allow to remain there any un-road worthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Purchaser Car Parks.

6) Parking and use of the Purchaser Car Parks is solely at the Purchaser's risk. The Purchaser will have no claim against the Vendor-cum-Developer or its contractors or otherwise or against any one whom they represent or any of the employees or agents of the Vendor-cum-Developer or its contractors for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Purchaser's use of the Purchaser Car Parks. Furthermore, the Purchaser will indemnify the Vendor-cum-Developer against any such claims and the costs thereof.

7) The Purchaser will permit the staff managing the car parks in the Project to move his/her/its car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.

8) The Apartment / Row House Owner will only use the Purchaser Car Parks so allocated and will recognise the Vendor-cum-Developer's right to re-allocate spaces as required.

9) This car parking arrangement is only a right of use granted to the Purchaser, giving the Purchaser no property interest in the Purchaser Car Parks.

10) The Purchaser's vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.

11) Vehicles of the Purchaser shall be parked within the lines designating the Purchaser Car Parks and shall at all times be parked in such a way that no obstruction is caused to the car parks access lanes.

12) The Purchaser must:

    (a) observe and conform to all the rules and regulations relating to the use of the car parks made and issued by the Vendor-cum-Developer/ Association from time to time;

    (b) advise the Vendor-cum-Developer/Association regarding the registration number and name of, the driver of any vehicle which may park in the car parks, if required by the Vendor-cum-Developer/Association, and shall notify the Vendor-cum-Developer/Association in the event of any change in respect of the same.

13) The Vendor-cum-Developer or its contractors may access any part of the Purchaser Car Parks at any time for the purpose of inspecting it, doing any necessary repairs or for any other specified purpose.

14) Alteration of Terms and Conditions in this Annexure:

    (a) The Vendor-cum-Developer/Association may vary these terms and conditions by adding, altering or deleting any of them.

(b) The Vendor-cum-Developer may charge the Purchaser a penalty if the Purchaser violates any of the terms and conditions mentioned herein as per its policies relating to the use of the Purchaser Car Parks.

SCHEDULE 'G'
(COMMON AREAS)
Common Areas in the Project (i.e., Sobha Silicon Oasis)

(a) The parcel of land described in para 1 with gate, compound wall and open space within it.
(b) Basement (excluding specifically allotted in the restricted common area Car Parking Spaces for the respective apartments and unallotted car parking spaces) stairway, lift and common passages on all floors, including entrance lobby on the Ground Floor;
(c) Stair hall and open terrace on the Terrace Floor;
(d) Plumbing and sanitation, firefighting equipment and apparatus common lights in Passages, entrances and basement;

SCHEDULE 'H'
(COMMON AMENITIES AND FACILITIES OF THE PROJECT

CLUB HOUSES AND SWIMMING POOLS

1 Clubhouse = 2680.1175 Sq. m or 28848.78 Sft
2 Swimming pool -1no.

Common amenities and facilities of Sobha Silicon Oasis:

A. Clubhouse & amenities

- Multipurpose Hall – 2 Nos
- Gymnasium
- Badminton court
- Squash Court
- Space for Creche
- Pool Table
- Cafeteria
- Saloon
- Space for Restaurant
- SPA
- Space for Necessity Store
- Reading Lounge
- 2 no's Guest Rooms
- Table Tennis Room
- Swimming Pool
- Space of Aerobic / Yoga

B. Out-door Amenities

1. Children's play area and Play equipment's
2. Waterbodies and features
3. Tennis Court
4. Half Basketball court
5. Volley Ball Court
5. Cricket Practice Pitch
6. Jogging Track
7. Amphitheatre

The Sobha Silicon Oasis also has following amenities;

1. Water Treatment Plant,
2. RO Plant

Arun Singh

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3. Sewage Treatment Plant,
4. Organic Waste Converter,
5. Rain Water Harvesting system,
6. Fire System,
7. CCTV,
8. Central EPBX Facility
9. Solar System
10. Lifts
11. Diesel Generator for Power Back Up

IN **WITNESS WHEREOF** the **VENDOR-CUM-DEVELOPER** and the **PURCHASER/S** have executed this **DEED OF SALE** in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

Sarjapur-Marathahalli (OPR),
Devarabisnahalli, Bella...
BANGALORE - 560 103

VENDOR-CUM-DEVELOPER

Praveen Chaudhary

2)

C.M. PATIL
Sarjapur-Marathahalli (OPR),
Devarabisnahalli, Bella... East,
BANGALORE - 5...

CONSENTING WITNESS

Arun Singh

PURCHASER/S

Drawn by;

Advocate VENKATAMAHESH. R
KAR / 2122 / 2...