

6837

18-19

ONE DOCUMENT CONTAINS OF 19 PAGES

1st PAGE OF DOCUMENT NO. 6837, 18-19

SR

Sale Deed

This Deed of Sale is made at Bangalore on this the 15th day of December, Two Thousand & Eighteen (15-12-2018)

Between

1. **Mr. M. Manjunath,**
Aged about 60 years,
s/o late. Muniswamappa H.
(for self and his son Vineeth M, aged about 23 years and as KARTA of the HUF)

- 1.1. **Mrs. Roopa B,**
Aged about 55 years,
w/o Mr. M Manjunath,

- 1.2. **Mr. Mohith M,**
Aged about 31 years,
s/o Mr. M Manjunath,

Nos. 1, 1.1, 1.2 are all residing at No.72, "Vanasiri", Vaddarapalya, Gottigere Post, Bangalore - 560 083 and are represented herein by their duly constituted Power of Attorney Holder M/s Arya Gruha Private Limited, represented by its Director and authorized signatory, Mr. Ramnarain C.K. constituted under a registered power of attorney dated. 30-03-2009 registered as document no. JPN-4-00411-2008-09 and stored in CD No.JPND41 in the office of the Sub Registrar, J.P.Nagar, Bangalore

Hereinafter referred to as "Owners" which expression shall unless the context otherwise requires include their respective legal heirs, representatives, successors, administrators and assigns of the first part;

And

M/s Arya Gruha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at No.181, Ground Floor, Amarjyothi Layout, intermediate Ring Road, Domlur, Bangalore - 560071 represented by its Director and authorized signatory, Mr. Ramnarain C.K.

For Owners

Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder

Ramnarain C.K.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊದಲ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಶ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Pranishul Rawat S/o P.S.Rawat , ಇವರು 337680.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಶ ಶುಲ್ಕವಾಗಿ
ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ದಿನ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	307530.00	DD No. 512785, Dt- 11/12/2018, Drawn on ICICI Bank, Bangalore
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	30150.00	DD No. 512786, Dt- 11/12/2018, Drawn on ICICI Bank, Bangalore
ಒಟ್ಟು :	337680.00	

ಸ್ಥಳ : ಬೆಂಗಳೂರು

ದಿನಾಂಕ : 15/12/2018

ಉಪ-ಮೊದಲ ಹಾಗೂ ಮುದ್ರಾಂಶ ಅಧಿಕಾರಿ
(ಬೆಂಗಳೂರು)

2

- E. M.Manjunath has obtained conversion of the Property bearing Survey No.28/2, measuring 2 Acres 10 Guntas from agricultural to non-agricultural residential purposes vide Order No.ALN.SR(SU)14/2007-08 dated 23.1.2009 issued by Deputy Commissioner, Bangalore District (which is hereinafter referred to as the Schedule A Property).
- F. M.Manjunath and his family members, for their legal and family necessities, entered into a Joint Development Agreement dated 30-03-2009 (registered as Document No. JPN-1-08509-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J. P. Nagar, Bangalore) with M/s Arya Gruha Private Limited (hereinafter Promoter) for developing the Schedule "A" Property by constructing Residential Apartments. H. Jayanna and his family members have executed the said Joint Development Agreement as Confirming Parties.
- G. The Promoter is entitled to 85% share in the land and building and the owners are entitled 35% share in the same as per the said Joint Development Agreement.
- H. Thereafter Mrs.Rukkamma (mother to Mr.M.Manjunath, mother-in-law to Mrs.Roopu.B and Grand Mother to Mr.Mohith M. and Mr.Vineeth.M.) had expired on 03.12.2017 leaving her legal heirs, the owners or landlords herein
- I. Pursuant to the aforesaid Joint Development Agreement, the Owners have executed a Power of Attorney dated 30-03-2009 in favour of the Promoter for development of the property and sale of the Promoters share of the apartments constructed on the property.
- J. The Promoter has formulated a scheme for development of the Schedule "A" property and obtained a sanction from the Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/AN/JN(NYD)/0540/2012-13 dated 24/10/2013 for construction of residential building.
- K. The Bruhat Bengaluru Mahanagara Palike has granted the commencement certificate to develop the Project vide Commencement Certificate bearing No. 42/2014-15 dated 22-01-2015.
- L. The Promoter has registered the Project under the Provisions of the Real Estate (Regulation and Development) Act, 2016 (for short "Act") with the Karnataka

For Owners

Noted by Appn Order No. 100
G.A. 100/2017

Plawat

ಕ್ರಮ ಸಂಖ್ಯೆ	ಕಂಪನಿ	ಪೋರ್ಟ್ರೆ	ಪ್ರತಿಷ್ಠಿತ ಗುರುತು	ಹೆಸರು
3	M/s. Arya Gruha Private Ltd., rep by its Director & Authorised Signatory Ramnarain C.K. (Promoter) . (ಸಂಸ್ಥಾಪಕರು)			For Arya Gruha Private Limited  Authorised Signatory

6. PUBLIC DOCUMENT NO. 6837 18-12-2017

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ಸಹಿ ರಚಿಸಿದ
ಮಾಹಿತಿಗಾಗಿ ಸಂಪರ್ಕಿಸಿ
M/s. Arya Gruha Private Limited, Bangalore.

Real Estate Regulatory Authority at Bengaluru bearing registration No. PRM/KARERA/1251/310/PR/171015/000479.

- M. The property taxes existing as on the date of execution of this Deed of Sale with respect to the *Schedule "A" Property*, have been paid by the Owner.
- N. The Owners and the Promoter, had offered to sell Apartment No.1C903 (2BHK), having carpet area of 898.46 square feet along with additional area of balcony of 51.38 square feet for which the corresponding super built up area is 1245 square feet, on the Eighth Floor in Block 1 more fully described in the *Schedule "B"* hereunder and hereinafter referred to as the *Schedule "B" Property* for a total sale consideration of Rs.60,30,000/- (Rupees Sixty Lakhs Thirty Thousand Only) as per Agreement for Sale executed between Parties dated 05.01.2018 and Construction Agreement dated 05.01.2018.
- O. The Purchasers through its Authorized Persons, advocate and/or solicitors has verified the title of *Schedule "A" Property* belonging to the Owners and Promoter, and have found the title of the same clear, marketable and free from all encumbrances and has examined the plans, specifications, design of the scheme and has found the same in order and is satisfied with the same and accordingly, the Purchasers have agreed to purchase the said Apartment. The Purchasers have checked, verified and is satisfied with the quality of the building materials used, the workmanship, fixtures and fittings installed and other facilities, amenities provided in the Apartment and confirms that they are as per the specifications promised and also as per approved building plan and building regulations. The Purchasers have read, examined and agreed to the payment schedule and also the terms, conditions and stipulations as mentioned herein. The Purchasers are aware and agree that they are not entitled to raise and will not raise any dispute with regard to what is mentioned herein in future.
- P. The construction of the *Schedule "B" Property* is complete and the Owners and the Promoter are desirous of executing this Deed of Sale to convey ownership of the *Schedule "B" Property* to the Purchasers as agreed under the aforementioned Agreement for Sale.

The Owners and the Promoter shall transfer the common areas of the Residential Development including the proportionate undivided share of an extent of 471/98010 sq ft in the land attributable to the *Schedule B Property* (Apartment) to the Association/Society, as per applicable law. The Association/Co-Owners in the

For Owners


 Name of the Owner: Mr. M. S. Srinivas
 Address: 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

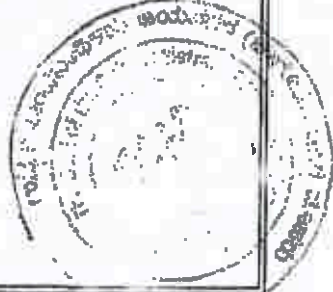

 Plaintiff

ಗುರುತಿಸುವವರು

8 PAGE LE DOCUMENT NO. 6837.....18-19
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ravikumar Konanakunte, Bangalore	
2	Ramesh Begur Village, Bangalore	


ಸಹಿ ರವಿಶಂಕರ
ವಿವರಿಸಿದಂತೆ ದಾಖಲಾತಿ
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು.

 1 ನೇ ಪುಟದ ದಾಖಲಾತಿ ಸಂಖ್ಯೆ BGR-1-06837-2018-19 ಆಗಿ ಒ.ಡಿ. ಸಂಖ್ಯೆ BGRD341 ನೇ ಪುಟ ದಿನಾಂಕ 15-12-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನಿರ್ದೇಶಕರು (ಬೆಂಗಳೂರು)	
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Designed and Developed by C-DAC, ACTS, Pune

ಉಪನಿರ್ದೇಶಕರು (ಬೆಂಗಳೂರು)
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು.

Residential Development shall not be entitled to seek partition or separate possession of the undivided land share in the Residential Development.

Now This Deed of Sale witnesses as follows:

1 Consideration

1.1 The Purchasers have, upon the instructions of the Owners and the Promoter, paid the *entire* sale consideration of **Rs.60,30,000/- (Rupees Sixty Lakhs Thirty Thousand Only)** to the Promoter in the following manner:

- 1.1.1 A sum of Rs.2,00,000/- (Rupees Two Lakhs only) vide cheque no.531167 dated 10/12/2017 drawn on ICICI Bank, Haridwar Branch.
- 1.1.2 A sum of Rs.10,06,000/- (Rupees Ten Lakhs Six Thousand only) vide cheque no.014877 dated 24/12/2017 drawn on ICICI Bank, Infosys Pocharam Branch, Hyderabad.
- 1.1.3 A sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) vide cheque No.014878 dated 05/01/2018 drawn on ICICI Bank, Infosys Pocharam Branch, Hyderabad.
- 1.1.4 A sum of Rs.10,00,000/- (Rupees Ten Lakhs only) vide cheque No.014879 dated 18/01/2018 drawn on ICICI Bank, Infosys Pocharam Branch, Hyderabad.
- 1.1.5 A sum of Rs.11,00,000/- (Rupees Eleven Lakhs only) vide cheque No.014882 dated 24/02/2018 drawn on ICICI Bank, Infosys Pocharam Branch, Hyderabad.
- 1.1.6 A sum of Rs.6,00,000/- (Rupees Six Lakhs only) vide cheque No.001034 dated 31/10/2018 drawn on ICICI Bank, Mumbai Branch.
- 1.1.7 A sum of Rs.6,24,000/- (Rupees Six Lakhs Twenty Four Thousand only) vide cheque No.001125 dated 14/12/2018 drawn on ICICI Bank, Mumbai Branch.

Out of the total consideration a sum of Rs.60,300/- (Rupees Sixty Thousand Three Hundred Only) towards 1% TDS has been paid to the Government as per section 194-IA of the Income Tax Act vide Challan no.51844 dated 14/12/2018.

1.2 The Promoter admits and acknowledges the receipt of the aforesaid consideration as stated above.

For Owners:





- 1.3 The Purchasers agree that in order to facilitate the Promoter manage its taxes, the Purchasers shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Purchasers' end, however, not later than 15 days from the date of execution of this Deed of Sale.
- 1.4 The Owners herein are not receiving any part of the sale consideration in any manner as what is being conveyed in favour of the Purchaser/s herein is the developer's share in view of the sharing agreement between them.

2 Conveyance

- 2.1 In consideration of the Purchasers having paid the total consideration of Rs.60,30,000/- (Rupees Sixty Lakhs Thirty Thousand Only) to the Promoter, the Owners and Promoter, hereby convey, grant and transfer unto the Purchasers the *Schedule "B" Property* subject to the conditions as specified in Annexure I.
- 2.2 The Conditions mentioned in Annexure I of this Deed relating to the use of the apartments, common areas, etc shall be deemed to be part of this deed.
- 2.3 The Promoter has handed over the actual, physical, vacant and peaceful possession of the Apartment to the Purchasers and the Purchasers hereby admit and confirm that the Purchasers have inspected the Apartment and are satisfied with the work and confirm that the said Apartment has been built as per the specifications agreed upon between the Promoter and Purchasers save and except the permitted variations and the Purchasers agree and admit that they do not have any disputes and/or complaints regarding the same. The Purchasers admit that they have taken over possession of the Apartment subject to terms condition, covenants and stipulations made herein.

3 Representations and Warranties

- 3.1 The Owners and Promoter represent that they are entitled to validly alienate the *Schedule "B" Property* constructed on Schedule A Property and, that they have a clear and marketable right to the same, that there are no defects, encumbrances, liens, court decrees, lis pendens, attachments, acquisitions, trust or tenancy of any nature whatsoever, claim of maintenance or minor share, charges and/ or claims of what so ever nature and the same is free from any legal or other hindrances.

For Promoter

By Arun Kumar Patel
10/10/2018

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- 3.2 The Promoter and Owners represents that they have not entered into any agreement to sell the *Schedule "B" Property* with any other person/ s.

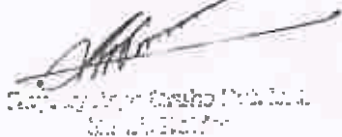
4 *Rights and Obligations of the Purchasers*

- 4.1 The Purchasers is entitled to be indemnified by the Owners and the Promoter for any loss that may be caused due to any of the aforesaid representations mentioned in clause 3 being incorrect.
- 4.2 The Purchasers shall be bound by the conditions set out in *Annexure I* of this Deed relating to the use and enjoyment of Apartments constructed on the *Schedule "A" Property*.
- 4.3 The Purchasers shall be liable to bear and pay all taxes, charges for electricity and other services and common outgoings payable in respect of the Apartment either as a direct liability or as part of the common outgoings for the residential complex. The Purchasers also agree to pay proportionate or full amount as the case may be towards deposits, service charges, supervision charges, and any other such statutory demand from the government authorities / semi government authorities / development authority / municipal authority / utility provider etc. for providing electrical power, energy meters, water connection, sewerage and drainage connection etc., or betterment charges in whatever names they are imposed by the concerned authorities.
- 4.4 The Purchasers shall also be liable to pay any dues payable to the State, BBMP and/or other authorities by virtue of any existing or future levy imposed. The Purchasers shall also be liable to bear the khata transfer costs/charges and all other incidental and legal expenses and dues, in respect of the Apartment sold to the Purchasers (s) as and when required.

5 *Club House and Common Facilities:*

- 5.1 The Developers are providing a Club House and Entertainment Facility outside the *Schedule A Property* and common facilities, etc. inside the *Schedule A Property* including roads, transformer yards, electrical infrastructure, OWC, Parks/Gardens etc.
- 5.2 The Club House and Entertainment Facility shall be managed and maintained by the Association of Apartment owners and be made available to the

For Owners


Anand Chandra Prasad
Sole Proprietor


Rawat

Apartment owners on such terms as they find fit, with no responsibility of the Promoter.

- 5.3 The Purchasers hereby consent to use of the space, as may be identified by the Promoter for this purpose and consent to the same being provided to all the owners of units in the Project which may consist of different phases which may be located within or outside the *Schedule A Property*.

6 Miscellaneous:

- 6.1 The Owners and the Promoter hereby undertake to further sign, execute and do all such acts, deeds and writings for absolutely conveying to the Purchasers, the *Schedule "B" Property*, if required.
- 6.2 All expenses of and incidental to this conveyance such as stamp duty, registration fees, service tax, all other taxes, and other expenses have been borne by the Purchasers and additional stamp duty, charges etc., if any shall be payable by the Purchasers only.
- 6.3 The Purchasers shall be responsible for getting his / her / their / its name mutated in the records of the appropriate authority with respect to the *Schedule "B" Property* and shall bear all costs and expenses related thereto.

Schedule "A" Property

All that piece and parcel of residentially converted land vide the Special Deputy Commissioner Official Memorandum dated 23.01.2009 bearing No.ALN SR(S.U)14/2007-08 from agricultural to non-agricultural residential use comprised in Survey No.28/2, BBMP Khatha No.12/12/28/2 situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, measuring 2 Acres 10 Guntas and bounded on the:

ON THE EAST	:	Land bearing Survey No.28/3;
WEST	:	Road
NORTH	:	Land bearing Survey No.28/1;
SOUTH	:	Village boundary of K.Halli Village;

For Owners


Regd. by Regn. Officer No. 12/12/28/2
G.O. No. 12/12/28/2


Plaintiff

Schedule "B" Property

Apartment No.1C903 (2BHK) in Block No.1 in the building called "ARYA HAMSA GRANDE" on the Eighth Floor, constructed on the Schedule 'A' property having a carpet area of 898.48 square feet, Balcony area of 51.38 square feet, along with One Covered car park bearing no.1C903 in the basement / Stilt.

In witness whereof the Parties abovementioned have executed this Deed of Sale on the day, date and year first mentioned.

Witnesses

1. *[Signature]*
Adv. Anand M.
Konarkate
& Suprem 62

2

[Signature]
Baner

For Owners

[Signature]
 Rep. by Arya Gruha Pvt. Ltd.
 G.P.A. Holder

Owners

[Signature]

Promoter

[Signature]

Purchaser/s

Annexure I

Rights and Obligations of the Unit Holders/ Purchasers

1. Association:

- 1.01. The *Purchasers* along with the owners of the other Apartments (Unit Holders) constructed on the Schedule "A" Property shall become members of the association/ society (hereinafter *Association*) of the Unit Holders that shall be formed to manage the affairs of the residential complex.
- 1.02. The *Purchasers* shall observe and abide by all the bye- laws, rules and regulations prescribed by the State/ Central Government, Corporation of the City of Bangalore, or *Association* or any other authority in regard to Ownership or enjoyment of such Apartments (hereinafter referred to as Unit).
- 1.03. The *Purchasers* shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes and cess, electrical and water tax and all other maintenance charges of the building, including salaries and overheads of the maintenance crew to the *Promoter* or the *Association*, as may be determined by the *Promoter* or the *Association*. In the event of default in paying such expenses, the *Promoter* or *Association* shall have the right to remove/ disconnect such common amenities including water and electricity from enjoyment of the *Purchasers*.
- 1.04. Any dues of the *Purchasers* towards common outgoings for the residential complex will attract late payment interest at 15% per annum (1.25% per month), which shall be payable to the *Association*. Any outstanding including interest amounts may be adjusted against the deposit held by the said *Association* and/ or deducted from any of the moneys payable by the *Association* to its members.
- 1.05. The *Association* shall appoint an agency/ committee independently. They may approach the *Promoter* to appoint an agency/ committee, hereinafter referred to as the Maintenance team to carry out all the day to day activities of maintaining the building, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the *Association* etc.

For SIGNATURE





- 1.06. Till such time as it is decided otherwise by the *Association*, the *Promoter* shall be entitled to maintain the common areas subject to the monthly maintenance fee as determined by the Promoter being paid by the Purchasers.

2. Co-operation:

- 2.01. The *Purchasers* agree to co-operate with the other Unit holders and the *Maintenance Team* in the management and maintenance of the residential complex and the common areas therein which are developed on the Schedule "A" Property.
- 2.02. The *Purchasers* agree to observe the rules framed from time to time by the *Maintenance Team*.
- 2.03. The *Purchasers* agree to allow the *Maintenance Team* with or without workmen to enter into the Unit for the purpose of maintenance and repairs subject to 48 hours' notice in writing of such purpose.
- 2.04. The *Purchasers* agree not to throw dirt, rubbish or other waste or, permit the same to be thrown from or accumulated in the Unit or in the compound or any portion of the residential complex and the common areas therein which are developed on the Schedule "A" Property.

3. Permissible Uses

- 3.01. The *Purchasers* agree not to use the Unit or permit the same to be used for any purposes whatsoever other than as a place of residence.
- 3.02. The *Purchasers* agree not to use the Unit for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Unit Holders and occupiers of the neighboring premises or for any illegal or immoral purpose or as an office, Boarding House, Club, House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

Per Owners

Signature of Owner
Date: 12/18/18

Signature of Owner
Date: 12/18/18

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3.03. The *Purchasers* agree not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Unit or any part of the building or cause increase of the amounts to be payable in respect thereof if the building is insured.

4. **Expenses:**

4.01. The *Purchasers* agree to pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes proportionately for the Unit and/ or common parts/ areas and/ or to make deposits on account thereof in the manner mentioned hereunder to the *Maintenance Team*. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Unit has been taken or not. The said amounts shall be paid without raising any objection thereto regularly and punctually 72 hours from the due date to the *Maintenance Team*.

4.02. The *Purchasers* agree to deposit the amounts reasonably required with the *Maintenance Team* towards the liability for rates and taxes and other outgoings.

4.03. The *Purchasers* agree to pay charges for Electricity and Water in or relating to the Unit wholly and proportionately relating to the common parts.

5. **Structural Stability:**

5.01. The *Purchasers* agree to maintain or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the building.

5.02. The *Purchasers* agree not to make in the Unit any structural addition and/ or alterations such as beams, columns, or improvements of a permanent nature except with the prior approval in writing of the Association/Society/ The *Purchasers* agree not to store or bring and allowed to be stored in the Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.

For/ 18/18/19

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5.03. The *Purchasers* agree not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

5.04. The *Purchasers* agree to not do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the said Unit or adjacent to the Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

5.05. The *Purchasers* agree to not damage or demolish or cause to be damaged or demolished, the Unit or any part thereof or the fittings and fixtures affixed thereto.

6. Modifications / Alterations and Aesthetic Appearance of the Building

6.01. The *Purchasers* agree not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the building of which the Unit would be a part.

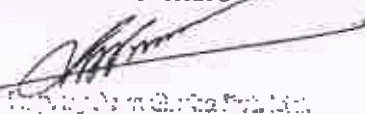
6.02. The *Purchasers* agree to seek written permission from the **Association** for any modification/ alterations or repair work to the exterior of the building.

6.03. The *Purchasers* agree not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the *Promoter* differs from the colour scheme of the building or deviation or which may affect the elevation in respect of the exterior walls of the said building.

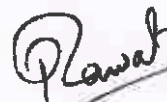
6.04. The *Purchasers* agree to not fix or install air- conditioners for the Unit without seeking written permission from the Maintenance team/ Association.

6.05. The *Purchasers* agree to not install grills, the design of which has not been approved by the Architects appointed by the *Promoter*.

For Owners



Proprietor/ Owner/ Promoter



- 6.06. The *Purchasers* agree to not put any article in or upon the window balconies/ terrace railings/ roof and other portions that may be exposed in a manner or be visible to the outsiders.

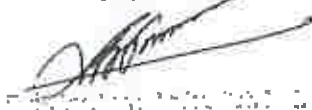
7. Car Park

- 7.01. The *Purchasers* agree to not use or permit to be used, the allocated car parking space/ s for any other purposes whatsoever other than parking of his/ her/ their own car/ cars.
- 7.02. The *Purchasers* agree to not rent/ lease out the car parking space/ s except to persons residing in the same building.
- 7.03. The *Purchasers* agree to not keep in the parking space/ s anything other than private motor car or motor cycle and not to raise or put up any construction, grill, wall or enclosure thereon or part thereof and to keep it always open as before.
- 7.04. The *Purchasers* agree to not permit any person to reside in the car parking spaces.
- 7.05. The *Purchasers* agree to not park the car on the pathway or open spaces of the building or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Association.
- 7.06. The *Purchasers* agree to not transfer/ sell the said car parking spaces to any outsider.

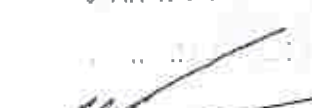
8. Rights to Common Areas and Facilities

- 8.01. The *Purchasers* together with all other Unit Holders of the Schedule "A" Property shall have equal rights to all common amenities and facilities built or provided in the Schedule "A" Property. If the *Purchasers* want to make any changes in/ openings into the common area, he/ she/ they will have to take prior concurrence from a majority of the other co- owners of the Schedule "A" Property.

For Owners



For Association

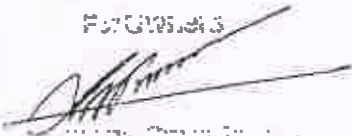




8.02. The Schedule "A" Property will be held by all the Unit Holders as "Co-Owners" each having an undivided share therein as per the terms and conditions of the deed of conveyance to be obtained from the Owners & Promoters and all passages, lobbies, staircase, water lines and sewer lines as also the other areas which are used in common by the Unit Holders, will belong to and vest in the Association/Society, to be used by all of them jointly and in common, and none of the Unit Holders shall place any obstructions or store or keep any articles in the common areas.

8.03. The Purchasers agree that the earmarked garden area on the ground floor and the earmarked terrace rights/ space, allotted/ retained by the Promoter, as the case may be shall be to the exclusive use of the Promoter /Purchasers and the Purchasers shall at no time after the completion of the project and formation of any association/ society/condominium/ organization of Unit Holders, claim any rights thereto or deprive the Purchasers of the said garden space or the terrace area. However, the Purchasers shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panel boards or any other services.

PROMOTERS







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