

8K-I-603

2019-2020

ಈ ದಸಾವೇಷು 35 ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ
ಒಂದನೇ ಪುಟದ ಪುಸ್ತಕ I ರ ದಸಾವೇಷು ಸಂಖ್ಯೆ 603
2019-20

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DEED OF SALE

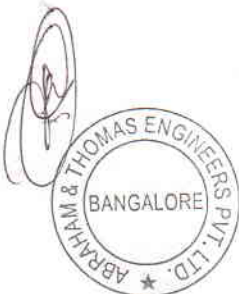
THIS DEED OF SALE is made and executed on the Twenty Second day of April, Two Thousand and Nineteen (22/04/2019) at Bengaluru :

BY

MR. THOMAS ABRAHAM, son of Mr. Abraham Thomas, aged about 39 years and residing at No. 23, Hutchins Road, Cooke Town, Bengaluru – 560 005, represented herein by his Power of Attorney holder M/s Abraham & Thomas Engineers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Cumins House, No. 675, 6th A Cross, 3rd Block, Opp BDA Complex, Koramangala, Bengaluru – 560 034, acting through its authorised signatory Mr. Thomas Abraham, hereinafter referred to as the **"VENDOR"**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, legal representatives and assigns) of the **ONE PART**; (PAN – AEAPA2993Q)

AND

M/s. ABRAHAM & THOMAS ENGINEERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its office at Cumins House, No. 675, 6th A Cross, 3rd Block, Opp BDA Complex, Koramangala, Bengaluru – 560 034, represented by its authorised signatory Mr. Thomas Abraham, hereinafter referred to as the **"DEVELOPER"**, (which expression shall, wherever the context so warrants, be deemed to mean and include its administrators, legal representatives and assigns) of the **SECOND PART**; (PAN – AAFCA0912K)



Devs
22/4/19



2 ನೇ ಪುಟದ ಪುಸ್ತಕ 1 ರ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 603
2019-20

Print Date & Time : 22-04-2019 02:18:54 PM

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 603

ಇಂದಿರಾನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 22-04-2019 ರಂದು 10:40:48 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	69104.00
2	ಸೇವಾ ಶುಲ್ಕ	1295.00
3	ಪೊರತೆ ನೋಂದಣಿ ಶುಲ್ಕ	2010.00
	ಒಟ್ಟು :	72409.00

ಶ್ರೀಮತಿ Mrs.Pooja Suresh W/o Mr.Rohit Raveendran ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Mrs.Pooja Suresh W/o Mr.Rohit Raveendran			<i>[Signature]</i>

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Mrs.Pooja Suresh W/o Mr.Rohit Raveendran . (ಬರೆಸಿಕೊಂಡವರು)			<i>[Signature]</i>
2	Mr.Rohit Raveendran S/o Mr. Raveendran Nambiar . (ಬರೆಸಿಕೊಂಡವರು)			<i>[Signature]</i>

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

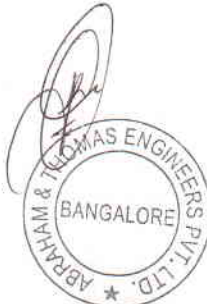
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IN FAVOUR OF

1. **MRS. POOJA SURESH**, wife of Mr. Rohit Raveendran, aged about 38 years, (PAN – ATWPS8163R)
 2. **MR. ROHIT RAVEENDRAN**, son of Mr. Raveendran Nambiar, aged about 38 years, (PAN – AFDPR2832R)
- residing at 001, S. V. Serenity, No. 4/1, Nagawarapalya, C. V. Raman Nagar, Bengaluru – 560 093, hereinafter collectively called the “**PURCHASERS**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**;

WHEREAS:

- A. The Vendor is the sole and absolute owner of all that piece and parcel of immovable property being a portion of land bearing Municipal No. 7, forming part of residentially converted land bearing Survey, No. 505/1 measuring 2 Acres or thereabouts, situated at Kalkere Village, K. R. Puram Hobli, Bengaluru East Taluk, Bengaluru (more fully described in Schedule A hereunder and hereinafter referred to as the ‘Schedule A Property’) having purchased the same from Mr. Gundappa, son of Late Munihanumaiah under a Deed of Sale dated March 31, 1999 registered as Document No. 9377/1998-99, Book – I, stored in CD No. ICD025, in the office of the Sub-Registrar, Krishnarajapuram, Bangalore;
- B. Pursuant thereto, the Khata in respect of the Schedule A Property was transferred in the name of the Vendor in the revenue records vide an entry in the Mutation Register bearing MR No. 8/1999-00;
- C. The Vendor secured conversion of the Schedule A Property from agricultural to non-agricultural residential purposes vide Official Memorandum bearing No. ALN(E)SR(KH)105/2011-12 dated September 13, 2011 issued by the Special Deputy Commissioner, Bangalore and the same was recorded in the revenue records vide an entry in the Mutation Register bearing MR No. 29/2011-12;



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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Mr.Thomas Abraham rep by GPA Holder M/s Abraham & Thomas Engineers Private Limited rep by its Authorised Signatory . Mr.Thomas Abraham Rep by SPA Holder Mr.Subash Antony (ಬರೆದುಕೊಡುವವರು)			
4	M/s Abraham & Thomas Engineers Private Limited rep By its Authorised Signatory Mr.Thomas Abraham Rep by SPA Holder Mr.Subash Antony (Developer) . (ಬರೆದುಕೊಡುವವರು)			

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2019-20

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

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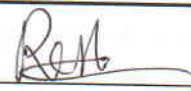
- D. The Vendor entered into a Joint Development Agreement dated December 3, 2012 (hereinafter referred to as the "Joint Development Agreement") with the Developer herein, the document registered as No. BNS-1-09774-2012-13, Book – I, stored in CD No. BNSD249 in the office of the Sub-Registrar, Banaswadi, Bangalore; Under the aforesaid Joint Development Agreement, the Vendor and the Developer envisaged development of the Schedule A Property by the construction thereon of a multistoried residential apartment complex comprising of several apartment units of various dimensions with common areas, amenities, utilities and facilities (hereinafter collectively referred to as the "Project") and also agreed to share the total super built up area in the Project along with car parking bays in the Project at a specified ratio;
- E. The Vendor also executed a General Power of Attorney dated December 3, 2012 registered as Document No. BNS-4-00355-2012-13, Book – IV, stored in CD No. BNSD249 in the office of the Sub-Registrar, Banaswadi, Bangalore in favour of the Developer, inter alia authorising the Developer to develop the Schedule A Property and to sell and convey the Developer's entitlement of apartment units allocated pursuant to the Joint Development Agreement and the corresponding undivided share, right, title and interest in the Schedule A Property;
- F. The aforesaid Joint Development Agreement between the Vendor and the Developer also records the understanding between the Owners of the adjoining land bearing Survey No. 505/2 of Kalkere village and M/s Srimitra Properties, which is being developed as a separate project in the name and style Srimitra Lifestyle having a common sanctioned building plan with that of the Project, with the understanding that purchasers of apartment units in Srimitra Lifestyle shall only be entitled to title and rights over land bearing Survey No. 505/2 and purchasers of apartment units in the Project shall be entitled to title and rights over the Schedule A Property;
- G. The Developer has, in furtherance of the scheme of joint development, secured sanction of building plan bearing LP No. 0454/2013-14 dated



Subscribed
25/12/12

6 ನೇ ಪುಟದ ಪುಸ್ತಕ I ರ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 603
2019-20

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Gopinath No 19, Domlur Bangalore	
2	Roshan No 1044, Kote Road, Kengeri Bangalore	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ INR-1-00603-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ INRD306 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 22-04-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ) ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು	
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July 15, 2014 from the Bruhat Bengaluru Mahanagara Palike and has also obtained other approvals for the development of the Project from the statutory authorities concerned;

- H. Pursuant thereto, the Vendor and the Developer have mutually agreed to share the total area constructed in the Project in the ratio agreed under the Joint Development Agreement, and allocate the total super built up area in the Project in the form of apartment units between them, and have recorded the same under a Sharing Agreement dated June 12, 2015 (hereinafter referred to as the "Sharing Agreement"); the Vendor and the Developer have agreed to name the Project 'Cumins Genesis';
- I. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Karnataka Real Estate Regulatory Authority at Bengaluru on July 28, 2017 under Registration No. PRM / KA / RERA / 1251 / 446 / PR / 170916/000172;
- J. The Vendor and the Developer have also submitted the Project Cumins Genesis to the provisions of the Karnataka Apartment Ownership Act, 1972 by the execution of a Deed of Declaration dated January 4, 2019 registered as Document No. INR-1-09331-2018-19, Book - I, stored in CD No. INRD235 in the office of the Sub-Registrar, Indiranagar;
- K. In terms of the Joint Development Agreement, the Developer is entitled to receive from the purchaser/s thereof, the sale consideration in respect of the apartment units allotted to the share of the Developer under the Sharing Agreement and the corresponding undivided share, right, title and interest in the Schedule A Property and the allocated car parking slots;
- L. Under the aforesaid Joint Development Agreement, the Developer is required to construct for prospective purchasers, apartment unit/s and the Vendor represented by the Developer as his power of attorney holder, is required to convey ownership of proportionate undivided share in the Schedule A Property to such purchaser/s, subject to the



Signature
Date



8 ನೇ ಪುಟದ ಪುಸ್ತಕ 1 ರ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 603
2019-20

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Mrs.Pooja Suresh W/o Mr.Rohit Raveendran , ಇವರು 398242.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	352430.00	DD No 614672 Rs.352430/- dated 15/Apr/2019 drawn on STATE BANK OF INDIA,METRO BRANCH BANGALORE.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	34552.00	DD No 614671 Rs.34552/- dated 15/Apr/2019 drawn on STATE BANK OF INDIA,METRO BRANCH BANGALORE.
ನಗದು ರೂಪ	11260.00	Paid in cash
ಒಟ್ಟು :	398242.00	

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

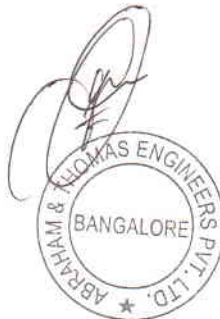
ದಿನಾಂಕ : 22/04/2019

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿ
(ಇಂದಿರಾನಗರ)
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

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rights, covenants and obligations, appended hereto, which is required to be observed and performed by the purchaser/s;

- M. The Purchasers above named being interested to purchase an apartment unit bearing No. B-418, having a carpet area of 1175 Square Feet and super built up area of 1611 Square Feet, situated on the Fourth (4th) floor of the multistoried residential apartment complex "Cumins Genesis" identified as Block – B in the sanctioned building plans, along with exclusive right to use one twin car parking space bearing No. B – 11 / 11A in the basement (more fully described in Schedule B hereunder and hereinafter referred to as the "**Schedule B Property**") together with 536 Square Feet of undivided share, right, title and interest in the Schedule A Property (more fully described in Schedule C hereunder and hereinafter referred to as the "**Schedule C Property**") had entered into an Agreement to Sell dated October 13, 2015 with the Vendor for purchasing the Schedule C Property and a Construction Agreement dated October 13, 2015 with the Developer for the construction of the Schedule B Property for a total sale consideration of Rs. 63,76,810/- (Rupees Sixty Three Lakhs Seventy Six Thousand Eight Hundred and Ten only);
- N. The Purchasers have further confirmed that Purchasers have carefully read the terms and conditions of this Deed of Sale and have understood their obligations, liabilities and restrictions as set forth herein and have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchasers upon being satisfied as aforesaid and relying upon their own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by the Purchasers, have approached and offered to purchase the Schedule C Property and get the Schedule B Property constructed through the Developer;
- O. The Purchasers herein have scrutinized the documents of title, various sanctions, permissions and approvals secured by the Developer till date with regards to the Schedule A Property and have agreed to purchase



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the Schedule C Property after being satisfied with the title of the Vendor to the Schedule A Property, the location thereof and the various common amenities and utilities therein, the scheme of development, the building plans and specifications of the Schedule B Property;

- P. The Purchasers are now desirous of securing conveyance of the Schedule C Property along with delivery of possession of the Schedule B Property.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. DEFINITIONS:

In this Deed of Sale, unless the context otherwise requires, apart from the terms/ expressions defined elsewhere in this Deed of Sale, the following terms/ expressions shall have the meanings assigned to them hereunder:

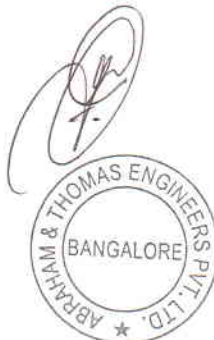
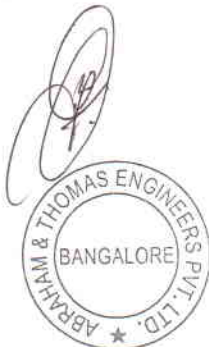
- (a) '**Act**' means the Real Estate (Regulation and Development) Act, 2016;
- (b) '**Apartment Owner/Owners**' shall mean owner or owners of other apartment units in the Project;
- (c) '**Applicable Law**' means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, 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;
- (d) '**Carpet Area**' shall mean the net useable floor area of the Schedule B Property, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area, but inclusive of internal partition walls of the Schedule B Property;



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- (e) **'Common Areas of the Project'** for the purposes of determining scope of maintenance and levy of maintenance charges, shall mean and include areas demarcated as areas meant for the common use and enjoyment of all Apartment Owners in the Project;
- (f) **'Common Amenities & Facilities'** shall mean and include those amenities and facilities of the Project that are meant for the common use and enjoyment of all Apartment Owners in the Project;
- (g) **'Deed of Declaration'** shall mean the deed of declaration dated January 4, 2019 executed by the Vendor and the Developer to submit the Project Cumins Genesis under the provision of the Karnataka Apartment Ownership Act, 1972;
- (h) **'Deed of Sale'** shall mean this deed of sale including recitals, the schedules hereto;
- (i) **'Owners Association'** shall mean the association of Apartment Owners to be formed by purchasers of apartment units in the Project; and
- (j) **'Super Built Up Area'** of any apartment shall mean the aggregate of : (i) the Carpet Area of an apartment; (ii) thickness of the external walls; (iii) balconies and terraces; and (iv) proportionate share of the Common Areas of the Project (excluding car parking areas and terrace areas) and the area on which the Common Amenities and Facilities as located in the Project.



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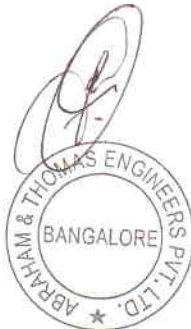
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2. **CONVEYANCE :**

In pursuance of the foregoing and in consideration of a sum of Rs. 63,76,810/- (Rupees Sixty Three Lakhs Seventy Six Thousand Eight Hundred and Ten only) paid by the Purchasers to the Developer as sale consideration towards purchase of the Schedule B Property and the Schedule C Property, the receipt of which the Developer hereby accepts and acknowledges in full and final settlement and acquit the Purchasers from paying any further amount, the Vendor does hereby grant, transfer and convey UNTO the Purchasers, BY WAY OF ABSOLUTE SALE, the Schedule 'C' Property and the Developer hereby delivers the Schedule B Property to the Purchasers, together with all rights, easements and privileges appurtenant thereto, and also enjoy in common, all the Common Areas of the Project and Common Amenities and Facilities in the Project, together with all those rights detailed in Schedule 'D' herein and subject to all the obligations detailed in Schedule 'D' herein, TO HAVE AND TO HOLD THE SAME ABSOLUTELY AND FOREVER, free from all encumbrances, charges, claims of any kind, subject to the terms, condition and covenants herein contained.

3. **CONSIDERATION :**

The Purchasers have withheld a sum of Rs. 63,768/- (Rupees Sixty Three Thousand Seven Hundred and Sixty Eight Only) towards 'income tax at source' under the provisions of Section 194(IA) of the Income Tax Act, 1961 and have remitted the same to the Income Tax Department vide Challan bearing No. 51543 dated March 13, 2019 and have paid the remaining sale consideration of Rs. 63,13,042/- (Rupees Sixty Three Lakhs Thirteen Thousand and Forty Two Only) to the Developer. The Developer hereby acknowledges receipt of the entire sale consideration from the Purchasers.



Signature
Date

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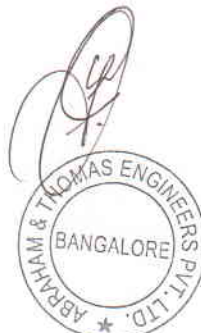
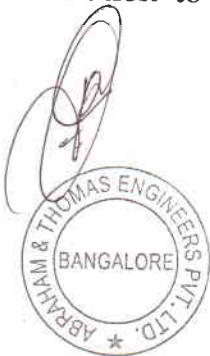
4. **POSSESSION AND OWNERSHIP OF THE SCHEDULE B PROPERTY AND THE SCHEDULE C PROPERTY:**

4.1 The Developer has delivered possession of the Schedule 'B' Property to the Purchasers.

4.2 The Purchasers hereby confirm having taken possession of the Schedule B Property and before taking the possession, the Purchasers have inspected the Project in general and the Schedule B Property in particular, and are satisfied with the completion of all works and its fitness for occupation. The Purchasers shall have no claims against the Vendor or the Developer in respect of the Schedule B Property and the Schedule C Property including but not limited to the following:

- (i) correctness of the area of the Schedule B Property and the Car Park/s allotted;
- (ii) Common Areas of the Project and Common Amenities and Facilities provided in the Project and items as per the agreed Specifications set out under the Agreement to Sell;
- (iii) quality of construction of 'Project' and of the Schedule B Property;
- (iv) electrification and plumbing etc., in the Schedule B Property and in the Project;
- (v) facilities and services provided in the Schedule B Property and in the Project; and
- (vi) construction of the Schedule B Property and the Project being in conformity with Sanctioned Plan.

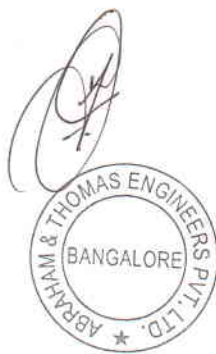
4.3 The Purchasers hereby declare and confirm that they shall have no claims (including for any damages/Interest etc.) against the Vendor in relation to sale of the Schedule C Property and against the Developer in relation to the construction of the Schedule B Property and/or the



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development of the Project whatsoever and hereby confirm that the Developer has complied with all its obligations towards the Purchasers under the Agreement to Sell to the satisfaction of the Purchasers and hereby fully and completely discharge the Developer from all its obligations under the said Agreement to Sell and Construction Agreement and further agree to promptly comply with and adhere to the terms of this Deed of Sale while enjoying ownership rights over the Schedule 'B' Property and the Schedule 'C' Property.

- 4.4 The Purchasers acknowledge that they shall own the Schedule C Property as co-owners along with other purchasers of residential apartment units in the Project. The Purchasers shall therefore, not be entitled to seek partition or division or separate possession of the Schedule C Property from the Schedule A Property for any reason whatsoever. In the event the Schedule C Property and/or other common areas in the Project are required under any law for the time being in force to vest in the Owners Association, the Purchasers shall proportionately bear all costs towards the same.
- 4.5 The Purchasers agree to own and enjoy the Schedule C Property in common with other owners or purchasers of undivided interest in the Schedule A Property and shall be entitled to all such rights stated in 'Schedule D' to this Deed of Sale. The Purchasers shall also be liable to comply with and adhere to the restrictions and obligations imposed on the Purchasers as detailed in 'Schedule D' to this Deed of Sale. The rights and obligations so detailed hereunder are common to all the owners of apartment in the Project and are in the nature of covenants running with the land.
- 4.6 Access to Cumins Genesis from the Kalkere main road is through land bearing Survey No. 505/2 on which a project by name Srimitra Lifestyle is being developed by M/s Srimitra Properties as is indicated in the building plan bearing LP No. 0454/2013-14 dated July 15, 2014 sanctioned by the Bruhat Bengaluru Mahanagara Palike.

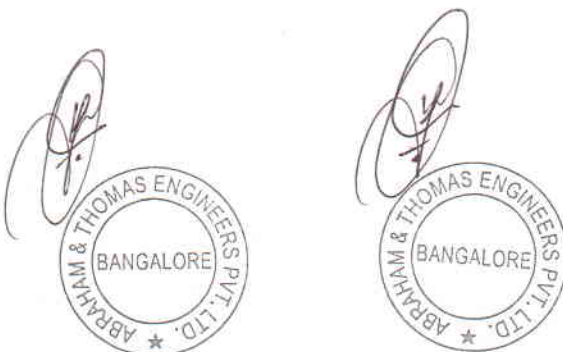


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Bengaluru
Mahanagara
Palike

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5. CLUB HOUSE & MEMBERSHIP:

- 5.1 The Developer has provided the amenity of a clubhouse in the Project (referred to as 'Club House') for the use and enjoyment of all owners/ occupants in the Project. The Club House shall form part of the Project, and the Purchasers shall utilize the Club House on such terms and conditions as prescribed by the Developer or by agency appointed by Developer to run and manage the Club House. Any tax liability arising out of this shall be borne by the Purchasers.
- 5.2 The Purchasers shall, as long as they remain in occupation of apartment unit/s in the Project, be entitled to use the Club House, subject to (i) strict observance of the rules of the Club House, framed by the Developer, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Developer /or their agents/assigns; and (iii) the payment of charges for usage as may be fixed from time to time by the Developer and their agents/assigns.
- 5.3 The facilities of the Club House are available for the benefit of the purchasers of the apartments in Schedule A Property and in the event of transfer of ownership, the transferee will be entitled to the benefits of the Club House and the transferor shall cease to be the member of the Club House. The Purchasers, by virtue of being the owners of the Schedule B Property are entitled to make use of all amenities of the Club House. However, no owner of an apartment in Project shall claim any exclusive right or ownership over the Club House and/ its facilities/assets and as the same shall constitute part of Common Amenities and Facilities. The Purchasers and their immediate family are entitled to be enrolled as members of the Club House. In the event the Schedule 'B' Property is leased/rented out by the Purchasers, only the occupant / lessee of the Schedule B Property shall be entitled to make use of the Club House facilities and the Purchasers shall not be entitled to use the Club House facilities.
- 5.4 The Purchasers shall be bound to observe all the rules and regulations of the Club House laid down by the Developer or Owners Association



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operating the Club from time to time for using the facilities therein including payments of necessary charges.

- 5.5 The swimming pool, which is an amenity developed by the Developer at its cost, has, in terms of the understanding agreed with M/s Srimitra Properties under the Joint Development Agreement, been agreed to be a common facility to be used and enjoyed by occupants of Cumins Genesis along with the owners and occupants of the project Srimitra Lifestyle developed by M/s Srimitra Properties on the adjoining land bearing Survey No. 505/2.
- 5.6 The projects Cumins Genesis and Srimitra Lifestyle have separate outdoor play area as a common amenity for both projects with the understanding that the said play areas shall be capable of being used and enjoyed by owners and occupants of both projects.

6. **FORMATION OF OWNERS ASSOCIATION AND MEMBERSHIP THEREOF :**

- 6.1 The Purchasers hereby agree and undertake to become members of the Owners Association and sign and execute applications for Membership, bye-laws and other forms and documents pertaining to the Owners Association. The Purchasers shall adhere to, observe and comply with all the bye-laws and all the rules and regulations of the said Owners Association and proportionately share the expenses for running the Owners Association and its activities referred to herein.
- 6.2 The Purchasers have duly executed Form 'B' under the provision of the Karnataka Apartment Ownership Act, 1972 along with the execution of this Deed of Sale.
- 6.3 Apart from the objectives and functions stated in the Deed of Declaration, the said Owners Association shall, subject to the provisions of Clause 6.5 below, be responsible for maintaining the Common Areas of the Project and the Common Amenities and Facilities in the Project.



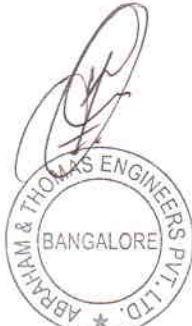
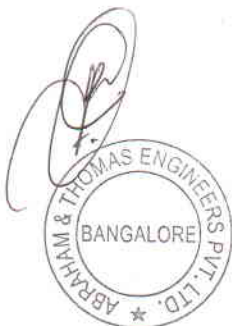
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6.4 The Purchasers are aware that the Developer shall be maintaining the Project Cumins Genesis for a period of One year from the date of Occupancy Certificate or on the Owners Association taking over the Common Areas and Common Amenities and Facilities of the Project, whichever is earlier. On and from the expiry of One year from the date of Occupancy Certificate being issued or the from the date of handing over the Common Areas and the Common Amenities and Facilities of the Project, whichever is earlier, the maintenance of the Project shall be the responsibility of the Owners Association. It is hereby clarified that the Developer shall not be responsible, accountable or liable in any manner whatsoever to any person including the Purchasers and/or the Owners 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 Project.

7. **REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE VENDOR :**

7.1 The Vendor declares, represents and covenants that:

- (i) The Vendor is the absolute owner of the Schedule C Property hereby conveyed;
- (ii) The Purchasers shall be entitled to hold, possess and enjoy the Schedule B Property and Schedule C Property, absolutely, subject to the obligations specified Schedule D to this Deed of Sale;
- (iii) The Schedule A Property is not subject matter of any acquisition proceeding or any notice for acquisition which may adversely affect the marketability of title of the Schedule C Property hereby conveyed;
- (iv) There is no order of restraint by any court or order from any authority prohibiting or restraining the alienation of the Schedule B Property and Schedule C Property in the manner herein contemplated;



Signature
Signature

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- (v) All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting;
- (vi) The Vendor has the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule C Property;
- (vii) The Vendor has delivered a set of photocopies of the documents of title, all the approvals and sanctioned plan to the Purchasers and agree to handover all original documents of title to the Owners Association upon its formation to be held by the Owners Association for the benefit of all co-owners of the Schedule A Property;
- (viii) The Vendor will do and execute all acts, deeds and things as may be required by the Purchasers and at the cost of the Purchasers, for more fully and perfectly assuring the title of the Purchasers to the Schedule B Property and Schedule C Property.

8. THE PURCHASERS COVENANT AND UNDERTAKE AS UNDER:

8.1 The Purchasers declare, represent and covenant that:

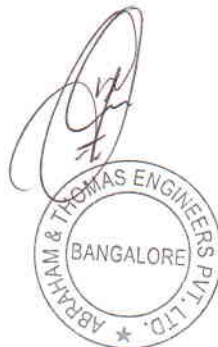
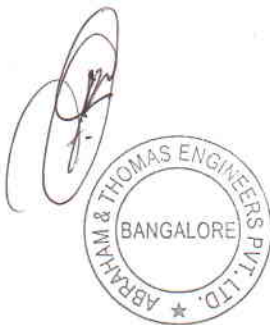
- (i) The Purchasers shall not interfere with or obstruct the exclusive and perpetual use of the Common Areas of the Project and any part of the limited Common Areas which may be allotted to any other purchasers of apartment units in the Project. The Purchasers shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchasers;
- (ii) The Purchasers shall be entitled to the rights and bound by the obligations imposed upon the Purchasers under this Deed of Sale and that the Purchasers shall abide by all the rules and regulations imposed by the Developer or the Owners Association in regard to the Project and use and enjoyment of the Common



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Areas in the Project and the Common Amenities and Facilities in the Project;

- (iii) The Purchasers hereby undertake to conform to the rules and regulations that have been framed while subjecting the Schedule A Property and the Schedule B Property hereby conveyed under the provision of the Karnataka Apartment Ownership Act, 1972;
- (iv) The Purchasers are aware of the Applicable Law pertaining to the Project and that the Purchasers hereby undertake to duly comply with and carry out all the requirements, requisitions and demands which are required by any Authority in respect of the Schedule B Property and Schedule C Property at the Purchasers' own cost;
- (v) The Purchasers have consented to and hereby undertake to become members of the Owners Association upon its formation. The Purchasers have, simultaneously with the execution of this Deed of Sale also executed Form B as provided in the Karnataka Apartment Ownership Act, 1972 and the Karnataka Apartment Ownership Rules, 1974;
- (vi) The Purchasers shall regularly pay the maintenance charges that may be charged by the Developer or the Owners Association or the Agency employed for such maintenance of the Project and the Purchasers shall also pay any maintenance deposit/sinking fund amounts;
- (vii) The Purchasers undertake to duly comply with all the rules, regulations, laws, notifications under Applicable Law, applicable to the Project, as may be prescribed by the Statutory Authority and/or the Owners Association;
- (viii) The Purchasers along with the other owners of apartment units in the Project shall at all times ensure that all necessary

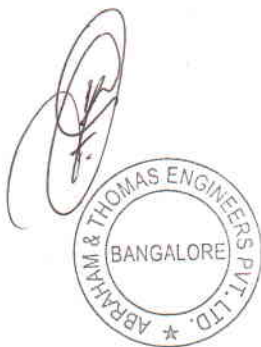


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certificates, licenses, permits, permissions, and insurances are renewed and kept valid and subsisting;

- (ix) After the maintenance of the Project is handed over to the Owners Association that has been formed or One year from the date of Occupancy Certificate, whichever is earlier, the 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 owners, service providers or their agents with respect to 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 subsistence, all the annual maintenance contracts, certificates, licenses, permits, permissions, insurances. The Purchasers, along with the Owners Association shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment;
- (x) The Purchasers shall not hold the Developer responsible for any breakages caused to any of the finished works in the Schedule B Property being handed over to the Purchasers during the course of the interior works being carried out by the Purchasers;
- (xi) The Purchasers shall be solely responsible to keep the Schedule B Property, the walls, drains, pipes and other fittings maintained at their own cost and in good and habitable condition so as to support and protect the parts of the building, and to carry out any internal works or repairs as may be required by the Owners Association;
- (xii) The Purchasers agree not to alter or subscribe to the alteration of the name of the Project and that neither the Purchasers nor the Owners Association have any right to seek such change; and



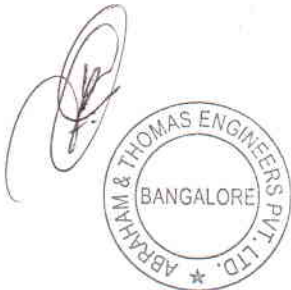
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(xiii) That the Purchasers shall pay property taxes, levies and all other outgoing in respect of the Schedule B Property and Schedule C Property promptly and timely to the Authorities concerned. The Purchasers shall be liable to pay any subsequent revisions to the stamp duty and registration fee by the Deputy Commissioner in any proceedings under the Karnataka Stamp Act, 1957.

9. **DEFECT LIABILITY PERIOD :**

- 9.1 The Developer undertakes to rectify any structural defect or any other defect in workmanship and quality of the material used for construction of the Schedule B Property, arising during the period of 5 (Five) years commencing from the date of the Occupancy Certificate ('Defect Liability Period') subject to the conditions as set out in Schedule D. During the Defect Liability Period, the Developer shall take effective steps to rectify such defects at its cost, provided that such defects are not caused by the acts/omissions of the Purchasers.
- 9.2 In the event the Purchasers propose to make a claim with respect to any structural defect or any other damage arising out of defect in workmanship or any defect / damage to the Schedule B Property arising by reason of the inferior quality of the material used for construction of the Schedule B Property ('Defect Claim'), during the aforesaid Defect Liability Period, the Purchasers shall issue a written notice in that regard to the Developer, within 15 days of noticing such defect/ damage, providing details of the defect and also clarify as to how the said defect is attributable to the Developer. Upon receipt of the said claim, the Developer shall assess the Defect Claim and if the Developer disagrees with the Purchasers with respect to the Defect Claim, the Developer is entitled to appoint a third-party independent architect / engineer (as may be relevant) to review the claim, including by visit to the premises (Schedule B Property). The said third party independent architect / engineer shall provide his/her opinion as to whether the said defect / damage is attributable to the Developer, as a structural defect or defect in workmanship and quality of the material used, taking into account the terms of this Deed of Sale. If in the opinion of the said third party



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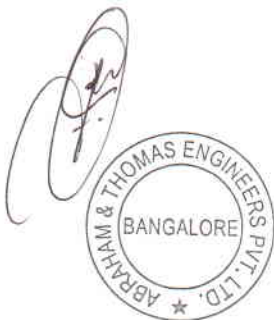
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independent architect / engineer, the defect / damage is attributable to the Developer, the Developer shall do the needful to rectify the defect / damage, at its own cost. The opinion / decision of the said third party independent architect / engineer shall be binding upon the Developer and the Purchasers.

- 9.3 Provided, if any defect or damage is found to have been caused due to the negligence of the Purchasers or any other purchasers or the purchasers' agents or structural defects caused or attributable to the Purchasers 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 B Property other than for its intended purpose or such other reasons attributable to the Purchasers, then the Developer shall not be liable for the same.

10. VALUATION, STAMP DUTY AND REGISTRATION FEES

The total sale consideration of Rs. 63,76,810/- (Rupees Sixty Three Lakhs Seventy Six Thousand Eight Hundred and Ten only) is higher than the guideline value prevalent on the date of sale being booked by the Developer in its books, i.e., on October 13, 2015. The guideline value of the Schedule B Property and the Schedule C Property currently being valued at Rs. 71,10,411/- (Rupees Seventy One Lakhs Ten Thousand Four Hundred and Eleven Only) is higher than the actual consideration paid by the Purchasers and therefore, Stamp duty and registration fee payable on this Deed of Sale is calculated on the guideline value.



Signature
Date

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SCHEDULE A

(Description of the Schedule A Property)

All that piece and parcel of immoveable property being a portion of land bearing Municipal No. 7, forming part of residentially converted land bearing Survey No. 505/1 measuring 2 Acres or thereabouts, situated at Kalkere Village, K. R Puram Hobli, Bengaluru East Taluk, Bengaluru Urban District and bounded on the:

- East by : Land bearing Survey No. 503;
West by : Horamavu Village Boundary;
North by : "Srimitra Lifestyle" developed on land bearing Survey No. 505/2 through which access to "Cumins Genesis" is provided to Kalkere Main Road;
South by : Remaining portion of land in Survey No. 505/1.

SCHEDULE B

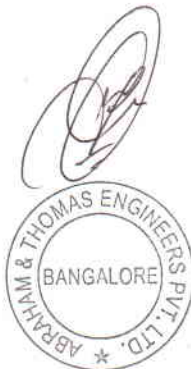
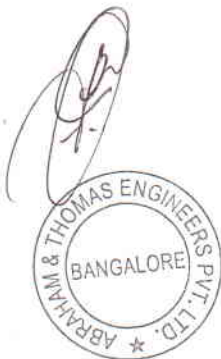
(Description of the Schedule B Property)

An apartment unit bearing No. B-418, having a carpet area of 1175 Square Feet and super built up area of 1611 Square Feet, situated on the Fourth (4th) floor of the multistoried residential apartment complex "Cumins Genesis" identified as Block - B in the sanctioned building plans, along with proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and exclusive right to use one twin car parking space bearing No. B - 11 / 11A in the basement.

SCHEDULE C

(Description of the Schedule C Property)

536 Square Feet of undivided share, right, title and interest in the Schedule A Property.



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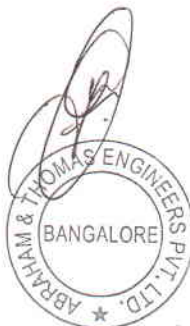
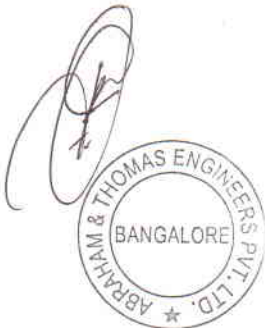
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SCHEDULE 'D'

I. RIGHTS OF THE PURCHASERS:

The Purchasers shall, in the course of ownership of Schedule B Property and Schedule C Property, have the following rights:

- (a) To own the Schedule B Property only for residential purposes;
- (b) The Purchasers and all persons entitled, authorized or permitted by the Purchasers (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Project for ingress and egress and use in common;
- (c) To subjacent lateral, vertical and horizontal support for the Schedule B Property from the other parts of the building;
- (d) To free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule B Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the building or any part thereof by the Schedule A Property;
- (e) Entry with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule B Property or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;
- (f) To use along with all other owners, all Common Amenities and Facilities in the Project therein on payment of such sums as may be prescribed from time to time by the Developer or the Owners Association or the agency looking after the maintenance of Common



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Areas of the Project and Common Amenities and Facilities in the Project;

- (g) To use and enjoy the Common Areas of the Project, Common Amenities and Facilities in the Project in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users; and
- (h) To make use of all the common roads, driveways and passages provided in Schedule A Property and the adjoining lands to reach the Schedule B Property without causing any obstruction for free movement therein.

II. OBLIGATIONS ON THE PURCHASERS:

- (a) Not to raise any construction in addition to that mentioned in Schedule B above;
- (b) Not to use or permit the use of the Schedule B Property in such manner which would diminish the value of the utility in the property described in the Schedule A above;
- (c) Not to use the space in the land described in Schedule A Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties;
- (d) Not to decorate the exterior part of the Schedule B Property otherwise than in the manner agreed under the bye-laws;
- (e) Not to make any arrangements for maintenance of the building and for ensuring Common Amenities and Facilities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners;



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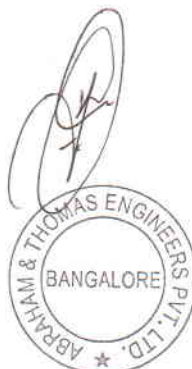
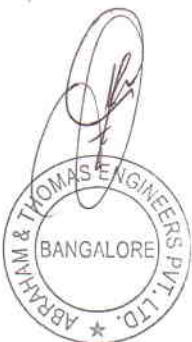
- (f) The Purchasers shall have no objection whatsoever to the Developer managing the Project in Schedule A Property by themselves for one year from the date of Occupancy Certificate or formation of Owners Association whichever is earlier, and the Purchasers have given specific consent to this undertaking;
- (g) The Purchasers shall not change/ amend/ modify or carry out any repairs/ renovation in the Schedule B Property in any manner whatsoever;
- (h) The Purchasers understand and confirm that the Developer shall neither be liable nor responsible for the following defects/ damages that may be caused to the Schedule B Property or any part of the Project due to:
- (i) natural wear and tear, abuse and improper usage /negligence / omission/ act / commission on the part of the Purchasers;
 - (ii) difference in shades of tiles, minor tile chipping, air pockets beneath tiles, separation cracks/ gaps between non homogeneous building components, slopes considered for water drainage;
 - (iii) forced/ intentional/accidental damages caused by the Purchasers;
 - (iv) defects or damages caused to glass, ceramic, vitrified, porcelain materials after accepting possession of the Schedule B Property;
 - (v) manufacturing defects and/or shortcomings in any electrical and sanitary fittings in the Schedule B Property which are subject matter of third-party vendor / manufacturers warranties;



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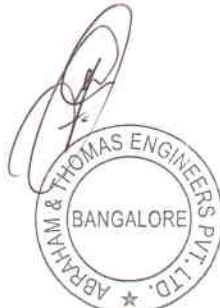
- (vi) routine/non-structural crack resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls and such other defects caused due to normal wear and tear, abuse and improper usage;
 - (vii) damages caused on account of improper use of the material and equipment other than for its intended purpose; and
 - (viii) failure by the Purchasers to properly operate or maintain the Schedule B Property including monitoring or servicing equipment, as set out in the respective user manuals.
- (i) The Purchasers shall become members of the Owners Association to be formed amongst the owners of apartments in the Project and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Owners Association and pay the admission fee and other fees that may be agreed. The maintenance of all the Common Areas of the Project and Common Amenities and Facilities in the Project shall be done by Developer until formation of Owners Association and/or by the maintenance company appointed by the Developer and the Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of this deed to the Developer or the maintenance company engaged by the Developer;
- (j) It is hereby clarified and agreed that all expenses relating to maintenance of Common Areas of the Project, Common Amenities and Facilities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in the Project proportionately. No owner of an apartment in the Project is exempted from payment of Common Area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment;



Dinesh
Rajesh

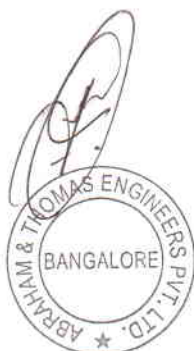
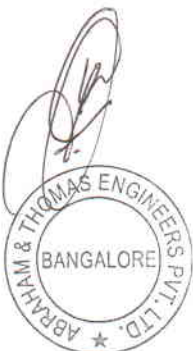
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- (k) The Purchasers shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchasers shall not use the Schedule B Property as serviced apartment or transit accommodation or let it out on temporary basis;
- (l) The Purchasers shall not alter the elevations of the apartment building;
- (m) The Purchasers shall from the date of possession, maintain the apartment at their cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of any Statutory Authority or any other Authority. The Purchasers shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchasers shall promptly report to the Developer/maintenance company / Owners Association, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners;
- (n) The name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered;
- (o) No sign board, hoarding or any other logo or sign shall be put up by the Purchasers on the exterior of the building or on the other wall/s of the apartment;



Signature
28/10/2019

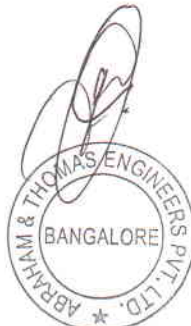
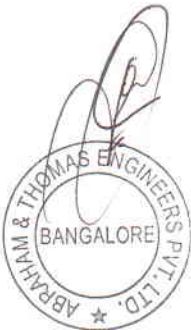
- (p) The Purchasers shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchasers shall be entitled to select and carry out any decoration/painting of the interior of the said apartment;
- (q) The Purchasers shall not do engage in acts that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of the Project which may cause any nuisance or obstruction or hindrance to the other owners;
- (r) Any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid, such construction may be carried out only by the Developer. The Purchasers shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration;
- (s) The Purchasers shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Deed and for the formation of Owners Association;
- (t) As the Purchasers will be one of the owners of the apartments in the Project, the Purchasers shall be entitled to use all Common Areas in the Project and Common Amenities and Facilities in common with all the other buyers/ owners of apartment units in the Project.
- (u) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the Project by:
- (i) closing the lobbies, stairways, passages and parking spaces and other Common Areas of the Project;



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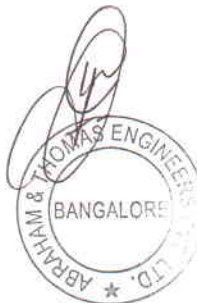
- (ii) making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Developer or the Owners Association or Vendor differ from the scheme of the Project;
- (iii) making any structural alterations inside the apartment or making any fresh openings;
- (iv) defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the Project;
- (v) creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises;
- (vi) installing machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature;
- (vii) using the common corridors, stair cases, lift lobbies and other Common Areas of the Project either for storage or for use by servants at any time;
- (viii) bringing inside the Project or park in the Schedule A Property any lorry or any heavy vehicles without the prior approval of the Developer /maintenance company/ Owners Association;
- (ix) using the Schedule B Property or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes;
- (x) draping clothes in the balconies and other Common Areas of the Project;



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- (xi) entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use;
 - (xii) throwing any rubbish or garbage other than in the dustbin/s provided in the Project;
 - (xiii) undertaking any interior decoration work or additions, alterations inside the Schedule B Property involving structural changes without prior consent in writing of the Developer /maintenance company/ Owners Association;
 - (xiv) creating any nuisance or disturbance or misbehave in the matter of enjoying the Common Amenities and Facilities provided to all the owners in the Project;
 - (xv) refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of Common Amenities and Facilities in the Project; and
 - (xvi) trespass into other residential buildings in the Project or misuse the facilities provided for common use.
- (v) The use of the Common Amenities and Facilities including the swimming pool and other facilities by the Purchasers during tenure of ownership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein;
- (w) The Purchasers shall park vehicles only in the parking space/area specifically acquired by the Purchasers and earmarked for the exclusive use of the Purchasers;
- (x) The Purchasers shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left



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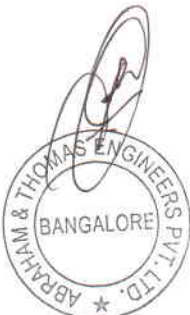
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open in the Schedule A Property. The Purchasers shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer or agency maintaining the Common Areas of the Project and Common Amenities and Facilities in the Project or by the Owners Association;

- (y) The Purchasers shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building;
- (z) The Purchasers shall use all sewers, drains and water lines in or upon or hereafter to be erected and installed in the Schedule A Property and in the building in common with the other Apartment owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Owners Association to be formed by or among the apartment owners in the building;
- (aa) The Purchasers shall permit the Developer and/or maintenance company and/or Owners Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Schedule B Property / Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges;



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(bb) All Common Areas of the Project and Common Amenities and Facilities shall be used commonly and none of the owners including the Purchasers shall bring any action for partition or division of any part thereof;

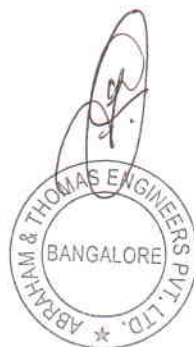
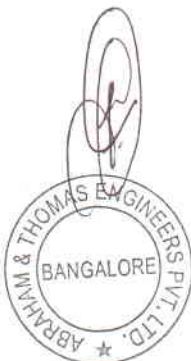
(cc) The Purchasers in the event of leasing the Schedule B Property shall keep informed the maintenance company/Owners Association about the tenancy of the Schedule B Property and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the Common Amenities and Facilities and the Purchasers shall not be entitled to make use of the Common Amenities and Facilities.

Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchasers contained herein shall be that of the Purchasers and it shall be the responsibility of the Purchasers to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project;

(dd) The Purchasers shall be liable to pay to Developer / maintenance company/Owners Association, as the case may be, the following expenses proportionately:

(i) expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the Common Areas of the Project, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the Common Areas of the Project, including the cost of AMC's for these equipments, replacement of fittings and provision of consumables of all common areas and places;

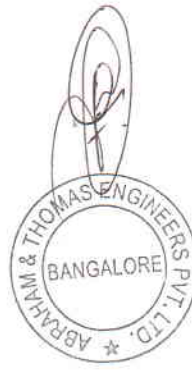
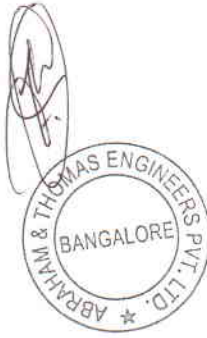
(ii) All taxes payable, service charges and all other incidental expenses in general;



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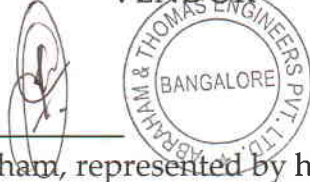
- (iii) salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.; and
- (iv) all other expenses incurred for proper upkeep and maintenance of Common Areas of the Project and Common Amenities and Facilities within the development including expenses/costs incurred for replacement of worn out equipments, machinery such as generators, elevators, pumps, motors etc.



21/11/2019

IN WITNESS WHEREOF the Parties have signed and executed this Deed of Sale on the day, month and year first above written.

VENDOR



Name : Mr. Thomas Abraham, represented by his Power of Attorney holder M/s. Abraham & Thomas Engineers Private Limited, acting through its authorised representative, Mr. Thomas Abraham

DEVELOPER



Name : M/s. Abraham & Thomas Engineers Private Limited, acting through its authorised representative, Mr. Thomas Abraham

PURCHASERS

Name : Mrs. Pooja Suresh

Name : Mr. Rohit Raveendran

WITNESSES

Name & Address :

Reshan
No 1044 Kengeri
B-60

Name & Address : No 19 Dandur
Bang

Drafted by:

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