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ಕಛೇರಿ : ಕೃಷ್ಣರಾಜಪುರಂ

Original

ದಿನಾಂಕ : 17/09/2021

Mrs SHRUTI D DESHMUKH W/O DEEPAK C DESHMUKH - subbod spektoleshid

2021 - 22 ವರ್ಷರ್ ವ್ಯಕ್ತಕ - 1 ಪ್ರಸ್ತಕರ 4748 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೊಂದಾವಣೆಗಾಗಿ

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DELIVERED

55860.00

Rs. 55860.00 steam studies Challan No CR0921003000450820 Rs.55860/-dated 15/Sep/2021.

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total :

55860.00

(ಆಕ್ಷರದಲ್ಲಿ) (ರೂ. ಏವಕೈದು ಸಾವಿರದ ಎಂಟು ಸೂರು ಅರವಷ್ಟು)

ಮೇಲಿನ ದಾಣಲೆಯನ್ನು 17/09/2021 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

SCHIOR SUBSKIED BENGALURU

Designed and Developed by C- DAC Pune.



ABSOLUTE SALE DEED

This DEED OF SALE made and executed at Bangalore on this 17th Day of September Two Thousand Twenty One (17.09.2021)
BY:

SMT. K. R. SARASWATHAMMA

W/o. Late. Gopalappa, Aged about 61 years,

Residing at No.20/2, Venkatappa Building, K.R.Puram, Bangalore East Taluk, Bangalore – 560 036.

Represented by her Registered General Power of Attorney Holder Registered as Document No.KRI-4-00367/2019-20 dated 30.01.2020 Registered in the office of the Sub-Registrar, K.R. Puram, Bangalore.

M/s. GARUDA PARK SQUARE,

A Partnership Firm duly registered under the Partnership Act, Having its office at No.1384, Meenakshi Temple Road, Near BBMP Park K.R. Puram, Bangalore - 560036

Represented by its Managing Partner

SRI, KONDURU SRINIVASULU

S/o: Sri. Seetharamaiah, Aged about 46 years,

Hereinafter referred to as the 'VENDOR OF THE FIRST PART: (Which expression wherever the context so requires or admits shall mean and include its successors in interest)

AND

M/s. GARUDA PARK SQUARE,

A Partnership Firm duly registered under the Partnership Act, Having its office at No.1384,

Meenakshi Temple Road, Near BBMP Park

For GARUDA PARK SQUARE

Authorised Signatory

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2021-22

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣೆ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಕ್ರೀಮತಿ Mrs SHRUTI D DESHMUKH W/O DEEPAK C DESHMUKH , ಇವರು 306700.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿಗುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

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ಚಲನ್	279200.00	Challan No CR0921003000450820. Rs.279200/- dated 15/Sep/2021
dea*	27500.00	Challan No CR0921003000450820 Rs.27500/- dated 15/Sep/2021
ಒಟ್ಟು :	306700.00	

ಕೃಷ್ಣರಾಜಪುರಂ

ದನಾಂಕೆ: 17/09/2021

ಉಪ-ನೊನ್ನಡು ಮತ್ತು ಅರ್ಬಡಿಕಾಗಿಗಳು

(ಕೃತ್ವರಾಜಪುರಂ)

Designed and Developed by C-DAC Pune.

ದಸ್ತಾವೇಬು ಹಾಳೆ Document Sheet





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K.R. Puram, Bangalore - 560036 PAN NO.AAUFG6588R

Represented by its Managing Partner

SRI. KONDURU SRINIVASULU

S/o: Sri. Seetharamaiah, Aged about 46 years,

Hereinafter referred to as the 'DEVELOPER/CONFIRMING PARTY OF THE SECOND PART: (Which expression wherever the context so requires or admits shall mean and include its successors in interest)

Represented by its Registered Special Power of Attorney Holder Registered under Document No.KRI-4-00069/2020-21 Dated 19/08/2020 Registered in the office of the Sub-Registrar, KR Puram, Bangalore.

SRI. P. LOKESH KUMAR REDDY

Aged about 29 years, S/o P. Jyoteeswara Reddy AADHAR NO. 6744 9550 2615

Residing at No.45, Battarahalli, Old Madras Road, K.R. Puram, Bangalore-560036.

IN FAVOUR OF:

MRS. SHRUTI D DESHMUKH

Aged about 28 years, W/o Deepak C Deshmukh AADHAR NO. 7173 7946 9466

MR. DEEPAK C DESHMUKH

Aged about 36 years, S/o Chandrakanth A Deshmukh AADHAR NO. 7799 4623 0374

Residing at # Flat No. S04, The Milky Mist Apartment, Coconut Garden Layout, 2nd Cross, Ayyappa Nagar, KR Puram, Bangalore – 560036.

For GARUDA PARK SQUARE

Authorised Signatory

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ಶ್ರೀಮತಿ Mrs SHRUTI D DESHMUKH W/O DEEPAK C DESHMUKH ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

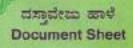
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ADDITIONAL SUB-RESISTRAR K.R. PURA, BENGALURU

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ADDITIONAL SUB REGISTRAR K.R. PURA, BENGALURU





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Hereinafter referred to as the 'PURCHASERS' OF THE OTHER PART (Which expression wherever the context so requires or admits shall mean and include their successors in interest)

WITNESSETH AS FOLLOWS

WHEREAS, the Vendor/Developer is the absolute owner of all that piece and parcel of the Property bearing present BBMP Katha No.1384, Converted Sy No.4, 5/1 and 5/2 (converted for residential purpose vide Conversion Order No.ALN (E) S.R(KH)/124/11-12 dated 28/10/2011 by Special Deputy Commissioner, Bangalore), situated at K.R. Puram, K.R. Puram Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP. Ward No 52, totally the land measuring 20 guntas in Sy.No.4, 25 guntas in Sy.No.5/1 (old No.5) and measuring 1 acre 4 guntas in Sy.No.5/2 (old No.5), all the three above properties are coming under one compact Block and having common boundaries, totally measuring 2 acre 9 guntas which the Properties are more fully described in the Schedule and hereinafter referred to as the Schedule "A" Property.

WHEREAS, originally A schedule property belongs to K.N. Ramaiah S/o Late H. Narayanappa, having purchased the same under a registered sale deed for valuable consideration, executed on 17.01.1966 registered under document No.4635/1965-66 and another sale deed dated 22.04.1963 registered under document No.469/1963-64 for valuable consideration, the said Ramaiah died 30.09.1982 leaving behind the party of the first part and her two sisters to succeed his estate including the schedule A property, his wife Smt. Yellamma predeceased him on 30.05.1982.

The Daughters of K.N.Ramaiah by name Rathnamma, Lalithamma and Saraswathamma are the only Class-I legal heirs. After death of K.N.Ramaiah Lalithamma was managing the family as Kartha. Due to some difference of opinion between the sisters Ratnamma and Saraswathamma filed a suit for partition and separate possession against Lalithamma in respect of the family properties of K.N.Ramaiah including the schedule property in O.S.No.104/1984. During the pendency of the above suit the 1st daughter of K.N. Ramaih by name Rathnamma died on 26.01.1994. The said Rathnamma during her life time executed a registered Will dated 25.07.1983 bequeathing her 1/3rd share in the family properties of rights, title and interest including the schedule A property in favour of her younger sister Saraswathamma (1st Party herein). The said Will was proved by the Saraswathamma in O.S.No.104/1984. Accordingly the suit was decreed on 21.06.2002 allotting 2/3rd share in the family properties to Smt. Saraswathamma.

For GARUDA PARK SQUARE

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3	Smt K R SARASWATHAMMA REP BY GPA HOLDER M/S GARUDA PARK SQUARE REP BY ITS MANAGING PARTNER KONDURU SRINIVASULU Rop by SPA Holder SRI. P. LOKESH KUMAR REDDY S/o P.JyoTeeswara Reddy (udtoknossich)			P. Januare made
4	M/S GARUDA PARK SQUARE REP BY ITS MANAGING PARTNER KONDURU SRINIVASULU Rep by SPA Holder SRI. P. LOKESH KUMAR REDDY S/O P. Jyoteeswara Reddy (DEVELOPER / CONFIRMING PARTY) (wdd:&esidddd)			P. Linesur week

ADDITIONAL SUB REGISTRAR



The schedule 'A' property has been in possession and enjoyment of the legal heirs of K.N. Ramaiah, as per the Civil Court decree in O.S.No.104/1984. Saraswathamma was held entitled to 2/3rd share. As per the said decree Saraswathamma and Lalithamma have got mutation and khata in their names under IHC No.1/1994-95, After the death of Lalithamma the khata has transferred in the sole name of Saraswathamma as per M.R.No.H9/2010-11 by way of inheritance. The said Lalithamma died issueless on 20.08.2007 and her husband also predeceased. Hence, the party of the first part herein only legal heir of Lalithamma the party of the first is the Class-I legal heirs of K.N. Ramaiah and the party of the first has inherited schedule 'A' property and she is the absolute owner and in lawful possession and enjoyment of the 'A' schedule property. All the revenue entries have been continued in the name of Saraswathamma till today.

The Land Owner Saraswathamma having inherited the 'A' schedule property and applied for conversion of the 'A' schedule property for non-agricultural/ residential purposes in terms of the land use approved under CDP-2015. Accordingly the authority granted conversion for 'A' schedule property as per Conversion Order No. ALN: (E) KH):124/2011-12, dated 28.10.2011, issued by the Deputy Commissioner, Bangalore Urban District.

WHEREAS, the party of the first with an intension to develop the "A" schedule property executed a registered Joint Development Agreement in favour of the party of the second part the Vendor/Developer herein, as per the registered JDA dated 30.01.2020 registered under document No.KRI-1-09715-2019-20 and also the party of the first has executed a registered General Power Attorney as referred above in favour of the party of the second part/Developer herein, after execution of these documents in respect of the "A" schedule property, the developer/vendor herein constructed a multi storied residential building after obtaining sanction of the plan and approved by BBMP Vide LP No. BBMP/Ad.Com/MDP/0201/2019-20 Dated 16/08/2019 and the Vendor/Developer offered to sell the Flats constructed in the "A" schedule property to the purchaser herein. The said Flat is more vividly described in the "B" schedule and herein after referred to as "B" Schedule property.

The Purchasers being desirous of acquiring the Schedule B property Flat No.A-320 on the Third Floor, 3 BHK in "A" Block measuring 1425 Sq Ft of Super built up area along with 627 Sq. Ft of undivided share of land in the Schedule A Property i.e., Schedule "B" in the building "Garuda Park Square" constructed in Schedule "A" Property. The Vendor/developer agreed to sell the same to the Purchasers for a total sale consideration amount of Rs.54,72,500/- (Rupees Fifty Four Lakhs

For GARUDA PARK SQUARE





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ADDITIONAL SUB REGISTRAR K.R. PURA, BENGALURU

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ದಿನಾಂಕೆ 17-09-2021 ರಂದು ನೋಂದಾಯುಸಲಾಗಿದೆ

ಉಪಮೋಂದಣ್ಣಾಧಿಕ್ಕಾರಿ ಶಿವಾಜಿನಗರ (ಕೃಷ್ಣತಾಜಪ್ರದಂ ೩) 🛕

Designed and Developed by C-DAC, ACIS, Pune

ADDITIONAL SUB REGISTRAR K.R. PURA, BENGALURU



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Seventy Two Thousand Five Hundred Only) having super built-up area of 1425 Sq Ft. Inclusive of all amenities, and the Purchasers have paid the entire sale consideration of Rs.54,72,500/- (Rupees Fifty Four Lakhs Seventy Two Thousand Five Hundred Only) to the Vendor/Developer, the receipt of which the Vendor/Developer hereby duly acknowledge.

WHEREAS the Purchasers having paid the entire sale consideration as mentioned have requested the Vendor/Developer to execute the sale deed in favor of the purchasers and the Vendor/Developer has readily agreed.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

- 1. The Purchasers have paid the entire sale consideration amount of Rs.54,72,500/- (Rupees Fifty Four Lakhs Seventy Two Thousand Five Hundred Only) by way of Online transfer on different dates transferred to the VENDOR/DEVELOPER with respect to the Schedule 'B' property, and the receipt of which is duly acknowledged by the Vendor/Developer. The vendor/Developer has received full sale consideration from the purchasers before the under mentioned witness.
- 2. The Vendor/Developer do hereby grant, convey, transfer by way of sale and assign unto and in favour of the Purchasers of the undivided interest in the land mentioned in Schedule-A Property and every part thereof along with right, title, and interest therein, together with all advantages, privileges, concessions, licenses, benefits, hereditaments, easements, equities, and claims etc., attached to, belonging to and reputed to belong to the Schedule-B property with common areas, amenities, facilities etc., free from all encumbrances to hold, to possess and enjoy the same forever, subject to the Purchasers complying with the conditions, restrictions and stipulations applicable to the common ownership, and the Common rights of the owners of the remaining shares of the undivided interest in Schedule A Property.
- 3. The Vendor/Developer hereby declare and covenant with the purchasers that the Vendor/Developer has legally valid and marketable title to Schedule A Property and, therefore, a right to convey the Schedule B Property which is hereby conveyed. The Vendor/Developer hereby further declares that it has not done any act, deed or thing as in the Schedule A Property or any part thereof in terms of this deed.

For GARUDA PARK SQUARE



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- 4. The Vendor/Developer hereby declare and covenant with the Purchasers that the Schedule A and B Property is free from all encumbrances, lien charge, mortgage, lease, lis-pendense, claims, demands, court, or other attachments or any other proceedings of an adverse nature. The taxes and levies due in respect of the Schedule A Property have been paid by the Vendors, Future taxes of Schedule B property shall be paid by the Purchasers.
- 5. The Vendor/Developer hereby declare and assure the Purchasers that it shall do or cause to be done all acts, deeds and things which the Purchasers may legally and reasonably require them to do, for more fully and perfectly assuring the title of the Purchasers to the Schedule B Property conveyed herein and the Purchasers are bound to meet such expenses.
- 6. The Purchasers shall be entitled to hold, possess, enjoy, build upon, sell or in any way deal with and dispose off the Schedule B property hereby conveyed, by the Vendor/ Developer without any interruption, obstruction or hindrance either by the Vendor/Developer or anyone claiming through, under or in trust for them, subject, however, to similar ownership and enjoyment rights of the owners of the remaining shares of the undivided interest in the Schedule A Property and the structures constructed thereon.
- 7. The Vendor/Developer has transferred the rights of way, water, electricity, drainage, liberties, licenses, privileges and easements that are attached to and belonging to or reputed to belong to the Schedule B Property unto the Purchasers subject to similar rights of other Purchaser/s or owner/s of the remaining shares of the undivided interest in Schedule A Property, who have, or would be, put in possession of their respective shares of the undivided interest in Schedule A Property.
- 8. The Original title deeds and documents of Schedule A Property are retained by the Vendor/Developer as these documents pertain to larger extent thereof. The Xerox copies of title deeds duly attested by the Vendor have been delivered to the Purchasers. The Purchasers shall, however, be entitled to reasonable access to the original title deeds in case of necessity, with reasonable notice to the custodians of the title deeds, who shall hold them in trust for the Purchasers.
- The Vendor / Developer who has constructed the Schedule B Property has delivered the
 physical possession to the Purchasers herein and confirms that the physical possession of the
 Schedule B property is handed over to the Purchasers.

For GARUDA PARK SQUARE





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- 10. The Purchasers are bound by the following covenants:
 - A. The Purchasers having purchased Schedule B property formed part of Schedule A Property in terms of this sale deed with all conditions, stipulations, and restrictions as applicable, shall be bound by the said conditions, stipulations, and restrictions, and accordingly shall be entitled to ownership, possession, and enjoyment rights in respect of the Schedule B property, subject to similar and mutual rights of owners of remaining shares of the undivided interest in Schedule A Property and shall not do or cause to be done any act, deed or thing which are likely to interfere with or derogatory to the common rights of the ownership, possession and enjoyment of the owners of the remaining shares of the undivided interest in Schedule A Property.
 - B. The Purchasers are bound to and have utilized share of the undivided interest in the land conveyed herein for the construction of Schedule – B Flat and shall be liable to pay the taxes and levies to the competent authority on the said flat constructed by or on behalf of the Purchasers.
 - C. The Purchasers shall be responsible and liable to indemnify the owners of other shares of the undivided interest in Schedule – A Property against losses, claims, expenses, and damages which might be caused owing to either non-compliance or contravention on the part of the Purchasers of all or any other conditions, restrictions, and stipulations applicable to the common ownership referred supra.
 - D. The Purchasers shall be bound to become member of The Association of Apartments Owners of Schedule— A Property and duly comply with the provisions of Kamataka Association Act, and the rules there under and shall abide by the bye-laws and majority decisions of the said Association to be formed in the future and also execute a Deed of declaration and register the same along with the owners of the remaining flats.
- The undivided share conveyed herein is not divisible.
- F. Stamp Duty & Registration charges shall be borne by the PURCHASER.

FOR GARUDA PARK SQUARE









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SCHEDULE 'A' PROPERTY

All that piece and parcel of the immovable Property bearing present BBMP Katha No.1384. Converted Sy No.4 measuring 20 guntas, 5/1 (old No.5) measuring 25 guntas and 5/2 (old No.5) measuring 1 acre 4 guntas, totally measuring 2 acres 9 guntas (converted for residential purpose vide Conversion Order No.ALN (E) S.R(KH)/124/11-12 dated 28/10/2011 by Special Deputy Commissioner, Bangalore), situated at K.R. Puram, K.R. Puram Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, Ward No 52, all the three above properties are coming under one compact Block and having common boundaries and bounded on the

East By

Property bearing Sy.No.5/3

West By

Road

North By

Tank Bund

South By

Land bearing Sy.No.3

SCHEDULE 'B' PROPERTY

All that piece and parcel of the 3 BHK Residential Apartment with Three Bed Room, Hall, Kitchen. Two toilets, One Balconies and Utility Area bearing Flat No A-320 on the Third Floor having Super Built-Up Area of 1425 Sq. Ft. with One Covered Car Parking slot in the basement, together with proportionate share in common areas such as passages, lobbies, lift, staircases and other area of common use, including the floors, ceiling and walls between apartments jointly belonging to such other Apartment Owners equally being the part of the apartment building known as "GARUDA PARK SQUARE" constructed/under construction on the Schedule "A" Property with RCC framed structure, Concrete Block Masonry, Main Door with Teak Frame & Teak Finish, room doors with Sal Wood finish, shutters with water proof flush shutters, UPVC windows with glass and safety grills, vitrified flooring etc;

Bounded on the

East by

Corridor

West by

Open space

For GARUDA PARK SQUARE

Authorised Signatory

Shop



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North By

Flat No. A-321

South By

Flat No. A-319

With undivided 627 Sq. Ft. of share, right, title and interest in the land of Schedule "A"

SCHEDULE-C OBLIGATIONS OF THE PURCHASERS

THE PURCHASERS, So as to bind themselves, their heirs, legal representatives, executors, Administrators and assigns with the consideration of promoting and protecting their rights as owners of constructions and in consideration of the covenants of the VENDOR and DEVELOPER binding of the PURCHASERS of other undivided interest in the land described in schedule "A" property hereto and the constructions thereon, both hereby agree to bind by the following covenants:

- A. The PURCHASERS shall not at any time, carry on or suffer to be carried on in the schedule "B" Property any noisy, offensive or pursuit which may be or become in any way nuisance, annoyance or danger to the VENDOR or the other apartments owners or the occupies of the other apartments or the neighbors or anything which may tend to depreciate the value of the schedule "B" property or the residential complex.
- B. The PURCHAERS shall use the schedule "B" property for residential purpose only.
- C. Not to raise or put up any additional constructions/structures.
- D. Not to permit the use of the construction referred to in a manner which would diminish the value or utility of the pipes, cisterns and the like common amenities provided in the property Described in schedule "A" above or in any constructions made thereon.
- E. Not to use the space in the land described in schedule "A" above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner Which might cause hindrance for the free ingress to or egress from any other part of the construction

For GARUDA PARK SQUARE

Authorised Signatory

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- F. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in schedule "A" above or expenses to be shared by the owners of the constructions thereon of any specified part thereof.
- G. Not to decorate the exterior of the building complex otherwise than in a manner laid down by the VENDOR and DEVELOPER.
- H. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned other than those agreed to buy all other PURCHASERS, holding the majority of shares in the construction or by the VENDOR and DEVELOPER.
- Not to keep stock or display of any wares or any other material in the corridors in any place intended for common use.
- J. Not to display any signboard, advertisement board of designs without the prior approval of the DEVELOPER and in the places not sanctioned by the DEVELOPER. The DEVELOPER shall have the sole hoarding rights on the project premises and no other agencies to be given any advertisements/hoarding rights in the project premises and on the building.
- K. Not to tamper with the structural system of the project consisting of foundation, columns, L column's, beams, podium slabs, sump tank, OHT, lift shaft and staircase of the building etc, .And shall not enclose the balcony in any manner.
- Not change the electrical and plumbing services and the infrastructure facilities provided in the project.
- M. Not to change the plan and the amenities done at any point of time. The PURCHASERS shall not do any act that may against any law, rule, regulation, bye law of BDA/BBMP/other statutory authorities or any obligation agreed under any contract and the PURCHASERS shall be solely responsible for all consequences of any offence or breach thereof. Further the PURCHASERS shall indemnify other apartment owners who may suffer due to any such acts of omission or commission of the PURCHASERS.

For GARUDA PARK SQUARE

Authorised Signatory





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N. The PURCHASERS shall not throw garbage/used or unused articles in the common areas, parking areas, garden/terrace areas and open/vacant spaces in the schedule 'A' property. The PURCHASERS shall strictly follow the rules and regulations for garbage disposal as may be prescribed by the DEVELOPER or the agency maintaining the common areas and facilities in "GARUDA PARK SQUARE" or the Association of owners.

SCHEDULE "D" RIGHTS OF THE PURCHASERS

- A. Full right and liberty for all persons who along with the PURCHASERS own the land described in the schedule "A" property (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and re-pass staircases and the passage inside and outside the building.
- B. Full right and liberty for all persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and re-pass over the land appurtenant to the buildings constructed in the land described in the schedule "A" above.
- C. The right to subjacent and lateral support and shelter and protection from the other parts of the apartment buildings and from the side of the roof thereof.
- D. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipes and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.
- E. Rights of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the building at all responsible times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- F. Rights of passage for PURCHASERS, their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing a little disturbances as possible and making good any damages caused.

For GARUDA PARK SQUARE





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- G. To lay cable duct and routes or wires through common walls or passages for telephone, video or computer installations, respecting the equal rights of the other PURCHASERS, through the cable ducts and routes specified by the DEVELOPER only. Further the PURCHASERS shall not be entitled to lay cables or wires in any other manner.
- H. The right for the persons referred to the supra in common with all other persons, and their agents, licenses or workman and apart other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof.

SCHEDULE"E" TERMS ACCEPTED BY THE PURCHASERS

- A. The PURCHASERS and all other owners of the apartment building have mutually agree and undertake that they shall co-ordinate and co-operate with each other at all times in serving the water supply lines, electrical lines, fire fighting lines and other common connections and services etc.
- B. The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common service to the building as set out below.
 - (i) Maintenance of the pumps, sanitary and electrical lines common to the buildings.
 - (ii) Replacement of bulbs in the corridors, basement, common area, compound wall etc.,
 - (iii) Payment of electrical supply, water supply and sanitary charges and other common charges.
 - (iv) Maintenance of potted plants and landscaped areas in development.
 - (v) Provision of day/Night watchmen.
 - (vi) Maintenance of lifts, generators, S.T.P and other machineries.
 - (vii) Maintenance of all other facilities and benefits provided in the apartment building.
- C. The PURCHASERS shall have no objection whatsoever to the DEVELOPER handing over the common areas and the facilities to the common Organization or Association as and when it is formed and pending formation of the same, the DEVELOPER shall retain the same and the PURCHASERS as given specific consent to this undertaking.

For GARUDA PARK SQUARE



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- D. The PURCHASERS shall become the member/s of the Owners Association and agree to observe and perform the terms and conditions, bye-laws and rules and regulations of the association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by the DEVELOPER until formation of the Association and the PURCHASER shall pay the maintenance charges to the DEVELOPER as fixed by the DEVELOPER.
- E. Upon formation of the Association, the PURCHASERS shall pay the common expenses and other expenses, taxes and outgoings to the Association such Association shall be purely for the purpose of maintenance and management of the multistoried building though each individual owner of apartment will be owner thereof and the un-divided share in the land. The main purpose and object of such Association is to pay accounts/finance of the multistoried building and properly manage the affairs of the same, provide all facilities to the occupants of the building and collect from the apartment owners/occupants the proportionate share of maintenance cost and outgoings.
- F. The PURCHASERS shall keep the Apartment, walls, floor, roof, drains, pipe and appurtenances thereto belonging in good condition so as to support shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditaments and shall not alter any structure or excavate any basement or cellar. The PURCHASERS shall report to the DEVELOPER or the Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/ floor/ wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- G. The PURCHASERS shall from 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 sale deed and for the formation of Owner's Association.
- H. The PURCAHSERS at their cost shall maintain their apartment in good condition, state and order and shall abide by all the laws regulations of the government, Bruhath Bangalore Mahanagara Palike, Bangalore Development Authority and any other duly constituted authority from time to time in force, and be answerable and responsible for all notices and violation of any the terms and

For GARUDA PARIS SQUARE





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conditions mentioned in this sale deed and/ or handing over of the Schedule "B" Property
whichever is earlier.

- 1. The PURCHASERS shall use all sewers drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other apartment owners and to permit free passage of water, sanitary, electricity, and electrical lines, through and along the same or any of them and to share with the other apartment owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generators etc. and to use the same as aforesaid and/ or in accordance with the rules, regulations, bylaws and terms of association to be formed by or among the apartment owners in the building.
- J. The PURCHASERS shall permit the DEVELOPER and/ or owners association and / or his agents with or without workmen at all reasonable time to enter the apartment / parking space/garden/terrace or any part thereof for the purpose of repairing, maintaining, rebuilding cleaning and keeping in order and condition all services, drains, structure 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 of the supply of water and electricity etc, to or to the occupiers of such Apartment/ Parking space/garden, as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- K. The common areas and other facilities shall remain un-divided and no Apartment Owners including the PURCHASERS shall bring any action for partition or division of any part thereof.
- . L. The purchasers shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building or any part thereof in the Schedule 'A' Property.
- M. The PURCHASERS in the event of leasing/sub-letting/mortgaging or parting with the legal right over the Schedule 'B' property shall keep informed the DEVELOPER or agency maintaining the common areas or Association of Owners about the tenancy/mortgaging /parting with the legal right over the Schedule 'B' Property and giving all the details of the tenants/mortgagee and occupants. Upon leasing/sub-leasing or parting with legal rights, only the tenant/lessee shall be

For GARUDA PARK SQUARE

Authorised Signatory



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entitled to make use of the amenities in the place of PURCHASERS. Notwithstanding the leasing/sub-letting, 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 building in "GARUDA PARK SQUARE".

- N. The PURCHASERS shall pay to the DEVELOPER and /or Owners Association as the case may be the following expenses in proportion to her share in Schedule 'B' property.
 - Expenses of routine Maintenance which includes painting and other minor works and repairs.
 - (ii) Common expenses for Maintenance of lifts, pump sets, generators, STP and other machineries, sanitary and electrical connections in the building, electricity and water charges services, replacement of fittings and bulbs in all common places expenses for the maintenance of the Building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the Estate Officer, Watchman, Security Guards, Lift Operators, Plumbers, Electricians, Gardeners, Pumps and generator operators etc.
 - (iii) The vendor or developer shall not be responsible for any defect in the building noticed after a period of one year from the date of handing over possession of Schedule 'B' apartment or from the date of registration of the sale deed of Schedule 'B' Apartment, whichever is later. In this period of one year, the vendor or developer will only attend to the defects arising from quality issues. Defects arising from natural wear and tear do not come under the scope of maintenance under defect liability. Defect like leakage and peeling of paint would be attended directly as per the Vendor or Developer quality standards. Operational/ Material defects of plumbing, electrical, iron mongering etc. will be subjected to the warranty period from the Suppliers'. The warranty letter would be available with the estate manager.

For GARUDA PARKISQUARE



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SCHEDULE "F"

(Description of the common areas amenities and facilities)

- Common lobbies and passages.
- Lifts and lift shafts
- Staircases
- 4. Electrical service area
- Electrical Panel Boards
- Terrace floors with overhead water tanks
- Underground water tanks with pump
- Open space and common gardens
- 9. Swimming pool
- 10. Party Hall, Gymnasium
- 11. Pathway
- 12. Rain water harvesting
- 13. Children's play area, landscaping
- All Other amenities & Services in the Schedule 'A' Property

SCHEDULE "G"

Scope of maintenance of common Area

- Round the –clock general security, access control and regulating visitor's movement
- · Washing the exteriors and all the common areas of the building
- Day to day housekeeping and maintenance of all common areas including the maintenance of all Elevators including payment of AMC
- Lighting of common area and provision of consumables for the same

For GARUDA PARK SQUARE

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- Water supply and payment of water bills
- · Maintenance of main building electrical installations
- · Plumbing and sewage lines
- Maintenance and running of motors and water pumps, generator back up.
- Regulating vehicle movement within the premises and their parking.
- Maintenance of STP, Swimming Pool, Lifts, Solar Water heaters & Water softener.
- · Maintenance of all amenities & services provided in the project

SCHEDULE "H"

(Details of fixtures and fittings)

- 1) Flooring: Vitrified Tiles
- 2) Toilets
 - a) Tiles: Dado tiles up to 7 ft. Height.
 - b) Sanitary Wares: Jaguar fittings.
 - c) C.P fittings: Jaguar fittings in all Bathroom.
 - d) Kitchen platform: Granite Platform and bowl kitchen sink and dado above platform.
 - e) Main Door:- wooden frame with shutters and locks
 - f) Windows: 3 track UPVC window sliding Doors with Mosquito net.
 - g) Internal Painting: Internal Emulsions for internal walls.
 - h) Internal Wiring: Fire resistance Copper wiring.
 - i) Lift:- passenger lift of good quality with warranty

The Developer M/s GARUDA PARK SQUARE by its Authorized Signatory have put their seal and signature to perfect the title of the purchasers.

For GARUDA PARK SQUARE

Authorised Signatory

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IN WITNESS WHEREOF the VENDOR and Developer and the PURCHASERS, herein have affixed their respective signatures to this deed of sale at Bangalore on this 17th Day of September 2021 in the presence of

WITNESSES:

MARCH (NARESH) Baglarya.

> uman (umes H) BHATTARAMALLI BANGALOPE-49.

For GARUDA PARK SQUARE

Authorised Signatory

VENDOR / DEVELOPER

PURCHASERS

MRS. SHRÚTI D DESHMUKH

MR. DEEFAK C DESHMUKH