

I-1430
20-21

ಈ ದಸ್ತಾವೇಜು 18
ಹಾಳಗಳನ್ನೊಳಗೊಂಡಿದೆ. I ಸೇ ಮುಕ್ತದ
1430 ಸೇ ದಸ್ತಾವೇಜಿನ ಮೊದಲನೇ ಹಾಳೆ
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ಉನ್ನತ.ಅ.

:SREE:
:SALE DEED:

for
Apartment No.C-718 in Seventh Floor of Block 'C' in 'Brigade Mountain View':

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE THIRTIETH DAY
OF JUNE, YEAR TWO THOUSAND TWENTY (30/06/2020) AT MYSURU:

:BY:

M/s. BRIGADE ENTERPRISES LTD.,
A Company incorporated under
the Companies Act, 1956,
Having its Registered Office & Corporate Office at:
29th & 30th Floors,

World Trade Center,
Brigade Gateway Campus,
No.26/1, Dr. Rajkumar Road,
Malleswaram,

BANGALORE - 560 055.

Represented by its duly Authorised Signatories:

1) Ms. PARIJATHA A.N,
Deputy General Manager Customer Relations,

2) Ms. ROHINI B M,
Asst. General Manager - Legal,

hereinafter called the "SELLERS"

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

per Rohini

Nidhi Modi

Nidhi Modi

Nidhi Modi



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

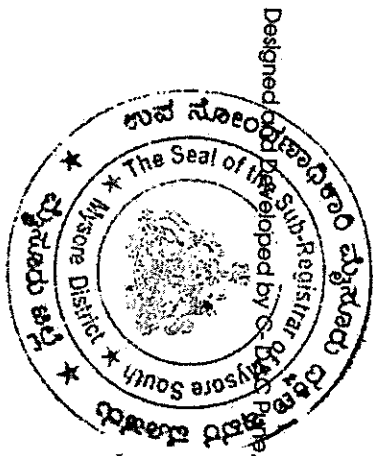
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಶ ಕಾಯ್ದೆಯ ಕೆಲ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Dr. Tejal Modi W/o Soham Modi Rep By Her GPA Holder Nidhi Modi , ಇವರು
464800.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಶ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

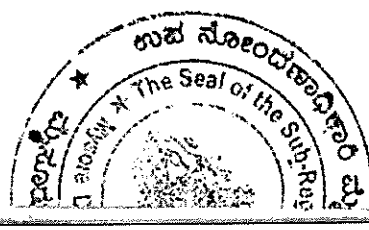
ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	423300.00	Challan No CR0620003000498378 Rs.423300/- dated 29/Jun/2020
ಚಲನ್	41500.00	Challan No CR0620003000498378 Rs.41500/- dated 29/Jun/2020
ಒಟ್ಟು :		464800.00

ಸ್ಥಳ : ಮೈಸೂರು(ದಕ್ಷಿಣ)

ದಿನಾಂಕ : 30/06/2020



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ಸಹಾಯಕ ಮುಖ್ಯಸ್ಥರು
(ಮುದ್ರಾಂಶ ವಿಭಾಗ)





ಇ.ನೀ. ಪುಸ್ತಕದ 1430.ನೀ.
ಚಕ್ರವೇದನ. 2.ನೀ. ಪಾಕ
ಉ.ನೀ.ನೀ.ನೀ.

IN FAVOUR OF:

- 1) Dr. TEJAL MODI,
Aged about 49 years,
Wife of Mr. Soham Modi,
Represented by her
Power of Attorney Holder:
Ms. NIDHI MODI,
- 2) Ms. NIDHI MODI,
Aged about 25 years,
Daughter of Mr. Soham Modi,

Both at :

Plot No.280,
Road No.25,
Jubilee Hills,
HYDERABAD-500033,
Telangana.

hereinafter called the "PURCHASERS"

(which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.) **OF THE OTHER PART:**

WITNESSETH:

WHEREAS the Property bearing No.F10/A (Old No.143/A), Hanishchandra Road also known as Mysore-Nanjungud Road, Khille Mohalla, Mysore (earlier forming portion of Sy.No.69/14B (Old Sy.No.69), Block No.6, Mysore Kasaba Village, Kasaba Hobli, Mysore Taluk, hereinafter referred to as Schedule 'A' Property, was purchased by the Sellers herein from their Vendors M/s. Regal Realtors in terms of a Sale Deed dated 14/12/2005 registered as Document No.11500/2005-06 in Book-I and stored in C.D.No.MYSD60, in the Office of the Sub-Registrar, Mysore South, Mysore and started enjoying the Schedule 'A' Property as absolute owners.

WHEREAS the Sellers purchased the Schedule 'A' Property to undertake development of the same into Multistoried Residential Apartment Buildings and secured Building Construction Plans from the Mysore Mahanagara Palike, Mysore, vide Modified Plan Sanction No.MAINAPRA/NASHA/THARIKUVK(1)/16/2015-16 dated 30/10/2015 for construction of Residential Apartment Buildings consisting of Four Blocks named as BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E' and a Club House. The BLOCK 'A', BLOCK 'C' and BLOCK 'E' comprising of Lower Basement Floor, Upper Basement Floor, Ground and Seven Upper Floors and Terrace Floor. The BLOCK 'D' comprising of Lower Basement Floor, Upper Basement Floor, Ground and Seven Upper Floors and Terrace Floor and a Club House comprising of Two Basements, Ground and Three Upper Floors and the entire development is identified as 'BRIGADE MOUNTAIN VIEW'. In the Building Construction Plan approved by Mysore Mahanagara Palike, all BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E' together referred to as Building 01 and the Marketing Key Plans categorize the Building 01 as 'BLOCK 'A', BLOCK 'C', BLOCK 'D' and BLOCK 'E' for marketing convenience.

per *[Signature]*

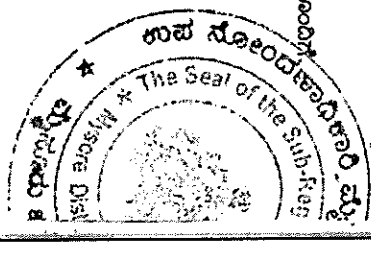
Nidhi Modi

Nidhi Modi

ರಾಸ್ತ್ರಪೀಠ ಸಂಖ್ಯೆ : 1430

ಸೆಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಮೈಸೂರು(ದಕ್ಷಿಣ) ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-06-2020 ರಂದು 11:27:25 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ ಮೈಸೂರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಶೈ
1	ಮೊದಲಿನ ಶುಲ್ಕ	83000.00
2	ಸ್ಟ್ಯಾಫ್‌ನಿಗೆ ಶೇ	840.00
3	ವರದಿಗಳನ್ನು ಮತ್ತೆ ಪರಿಶೀಲಿಸಿ	40.00
	ಒಟ್ಟು :	83880.00



ಶ್ರೀಮತಿ Dr. Tejal Modi W/o Soham Modi Rep By Her GPA Holder Nidhi Modi ಇವರಿಂದ ಹಾಜರಾದ ಮಾಹಿತಿಗಳು

ಹೆಸರು	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Dr. Tejal Modi W/o Soham Modi Rep By Her GPA Holder Nidhi Modi			

ಬಂದಿರಬಹುದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

Senior Sub Registrar
Mysore South

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಸಹಿ
1	Dr. Tejal Modi W/o Soham Modi Rep By Her GPA Holder Nidhi Modi. (ಬಂದಿರಬಹುದಾಗಿ)			
2	Nidhi Modi D/o Soham Modi. (ಬಂದಿರಬಹುದಾಗಿ)			

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಸಹಿ

Senior Sub Registrar
Mysore South



ಇಲ್ಲಿ ಮುದ್ರಿಸಿ 430 ಸು.
ಪ್ರಸ್ತುತವಾಗಿದೆ 3 ನೇ ಪಾಕೆ
ಉ.ನಂ. 12.

WHEREAS the Sellers evolved a scheme of ownership of Residential Apartments in Schedule 'A' Property, in terms of which any persons desirous of owning an apartment in any of the Blocks stated above in 'BRIGADE MOUNTAIN VIEW' is required to purchase the proportionate undivided share, right, title and interest in the Schedule 'A' Property from the Sellers and such buyers by virtue of agreeing to purchase the undivided interest in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in 'BRIGADE MOUNTAIN VIEW' only through the Sellers and upon conveyance of the undivided share in the Schedule 'A' Property, the buyers will perfect their title over the apartment got constructed or alternatively such person shall purchase not only the apartment but also the proportionate undivided share, right, title, interest and ownership in the land in Schedule 'A' Property with right to use and enjoy all the common areas and facilities specifically earmarked therein. Upon such sale in the overall scheme, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments built therein and each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective Apartments with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, access, etc., within the Schedule 'A' Property.

WHEREAS the Sellers have completed the construction of the buildings in Schedule 'A' Property and secured an Occupancy Certificate from Mysore Mahanagara Palike, Mysore, bearing No.MMP/TPA/30(2)/K(8)/06/2017-18 dated 26/07/2018.

WHEREAS the Purchasers herein being desirous of owning an Apartment in 'BRIGADE MOUNTAIN VIEW' described in Schedule 'C' herein and hereinafter referred to as Schedule 'C' Property, having understood the scheme of ownership stated above and after being fully satisfied with the title of the Sellers to the Schedule 'A' Property and after verifying various sanctions and approvals secured by them, agreed to purchase the proportionate undivided interest in the Schedule 'A' Property from the Sellers, more fully described in the Schedule 'B' hereunder and hereinafter referred to as the Schedule 'B' Property and also the Schedule 'C' Apartment in terms of an Agreement to Sell dated 22/06/2020. In the overall scheme, the land in entire Schedule 'A' Property will be jointly owned and held by Purchasers of undivided shares therein, each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective apartments, together with the right to use all the common amenities, areas and facilities including staircases, lifts, lobbies, passages, common garden, access, etc., within the Schedule 'A' Property and the building.

WHEREAS on the terms stated above, the Sellers have offered to sell the Schedule 'B' and 'C' Properties for a sum of Rs. 83,00,000/- (Rupees Eighty Three Lakhs Only) free from all encumbrances and the Purchasers agreed to purchase the Schedule "B" and "C" Properties for the said sum of Rs. 83,00,000/- (Rupees Eighty Three Lakhs Only) free from all encumbrances.

WHEREAS on the basis of assurances and the promises made by the Purchasers to continue to comply with the terms and conditions, covenants and obligations stipulated under the Agreement to Sell referred to above, the Sellers on the request of the Purchasers agreed to execute in favour of the Purchasers a Deed of Sale of Schedule 'B' and 'C' Properties for the agreed consideration mentioned herein.

WHEREAS the Sellers have delivered possession of the Schedule 'C' Apartment to the Purchasers thereby fully and completely discharging its obligations under the Agreement to Sell referred to above. The Purchasers on their part have paid and discharged the amounts payable under the Agreement to Sell referred above to the Sellers and have now come forward to purchase the Schedule 'B' and 'C' Properties by agreeing to own, possess and enjoy Schedule 'B' Property and Schedule 'C' Apartment strictly in terms of this Sale Deed.

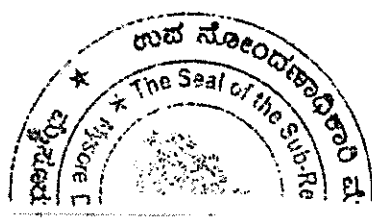
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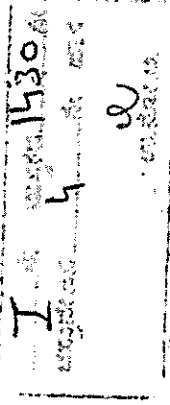
Vidhi Modi

Vidhi Modi

3	rep by its Uniy Authorised Signatories Parilatha, A.N Deputy Gen.Manager, Customer Relations & Rohini B.M AGM- Legal Both Rep by their SPA Holder Prathibha. A. M (ಕಾರ್ಯಾಚರಣಾಪದ್ಧತಿ)			
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 Senior Sub Registrar
 Mysore South





NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid Agreement and in consideration of the payment of the sale consideration of Rs. 83,00,000/- (Rupees Eighty Three Lakhs Only) paid by the Purchasers to the Sellers, the receipt of which sum the Sellers hereby admit and acknowledge and acquit the Purchasers of any further payment and in consideration thereof, the Sellers hereby grant, convey, sell, transfer, assign and make over UNTO AND TO THE USE of the said Purchasers all the Schedule 'B' and 'C' Properties, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B' and 'C' Properties, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Sellers and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties together with all those rights as are detailed in Schedule 'D' hereunder and subject to all those obligations as are detailed in Schedule 'E' hereunder TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Sellers hereby confirm having transferred all their right in respect of Schedule 'B' Property and Schedule 'C' Apartment in favour of the Purchasers for the consideration received and acknowledged as above. The Purchasers undertake to comply with Section 194 IA of the Income Tax Act, 1961 by deducting Tax at Source (TDS), remit the same to the Income Tax Department and furnish proof thereof to the Sellers/Builder.

1) **ASSURANCES:**

The Sellers hereby covenant with the Purchasers that notwithstanding anything done or knowingly suffered, the Sellers hath good title, right and absolute power to sell, transfer and convey all and singular Property hereby conveyed, being the Schedule "B" and "C" Properties, to the Purchasers and that the Schedule 'B' and 'C' Properties and every part thereof shall at all times remain and be UNTO the Purchasers and be quietly entered into, upon, held, possessed and enjoyed by the Purchasers jointly in common with all the other undivided share owners, without any let, hindrance, interruption or disturbance by the Sellers or anyone claiming through or in trust for them.

2) **INDEMNITY:**

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

3) **TITLE DEEDS:**

The Sellers have already delivered to the Purchasers photo copies of all the documents of title pertaining to the Schedule 'A' Property and the Purchasers have purchased Schedule 'B' and 'C' Properties being satisfied with the Sellers' title and their right to develop Schedule 'A' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Sellers and the Purchasers to the intent that such attendant rights and obligations in respect of Schedule 'B' and 'C' Properties shall ensure for the benefit of and be binding upon the Sellers and the Purchasers in all respects. The original title deeds of the Schedule 'A' Property will be ultimately deposited with the Association to be formed by all the Owners of the Apartments and other built spaces in Schedule 'A' Property.

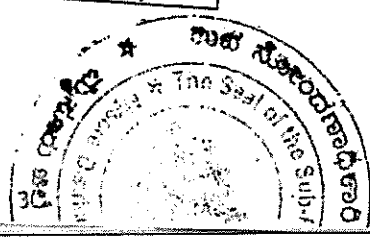
per [Signature]

Nidhi Modi

Nidhi Modi



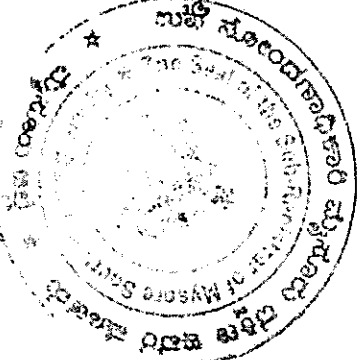
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Sudhakar No 20, Vittal Malya Road, Bangalore	
2	Anjana, R No 07, 6th Cross, Near Mother Dairy, Mathru layout, Yelahanka, Bangalore	



M. N. J.
Senior Sub-Registrar
Mysore South



1 ನೇ ಪ್ರಕಟದ ದಾಖಲೆಗಳು
ನಂಬರ್ MYS-1-01430-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ MYS0711 ನೇ ಧರಣಿ
ದಿನಾಂಕ 30-06-2020 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



M. BASAVANNA
Senior Sub-Registrar
Mysore South

Designed and Developed by C-DAC, ACIS, Pune

30 JUN 2020



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ಚಕ್ರಾವರ್ತಿ...ನೇ ಪಾಳೆ
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4) PROPERTY TAXES:

The Purchaser/s shall be liable to pay the property taxes and other rates and outgoings on Schedule 'B' and 'C' Properties from the date the same is separately assessed to property taxes or from the date of this Sale Deed or from the date of receiving possession, whichever is earlier.

5) KHATA TRANSFER:

The Purchasers are entitled to secure Municipal Khata of Schedule 'B' and 'C' Properties at their cost in their names from Mysore Mahanagara Palike/jurisdictional authorities and Sellers agree to sign necessary consent letters.

6) POSSESSION:

6.1) The Sellers have delivered and put the Purchasers in constructive possession of the Schedule 'B' Property and actual, physical, vacant possession of the Schedule 'C' Apartment.

6.2) The Purchasers hereby confirm having taken possession of the Schedule 'C' Apartment as aforesaid and before taking the possession, the Purchasers have inspected and satisfied as to completion of all the works in the Schedule 'C' Apartment and its fitness for occupation and the Purchasers have no claims against the Sellers in respect of the Schedule 'C' Apartment including but not limited to the following:

- a) correctness of the measurements/area of the Schedule 'C' Apartment, area and location of car parking space/s allotted;
- b) amenities/services provided in/to the Schedule 'C' Apartment;
- c) quality of construction of the Schedule 'C' Apartment and the apartment block in which Schedule 'C' Apartment is situated;
- d) electrification and plumbing etc., in the Schedule 'C' Apartment and the apartment block in which Schedule 'C' Apartment is situated;
- e) finishing of common areas and facilities in the apartment block in which Schedule 'C' Apartment is situated;
- f) construction in Schedule 'C' Apartment and the apartment block in which Schedule 'C' Apartment is situated being in conformity with sanctioned building plans and the agreed specifications.

6.3) The Purchasers hereby declare and confirm that they have no claims against the Sellers in relation to Schedule 'B' Property and Schedule 'C' Apartment and/or the development in 'BRIGADE MOUNTAIN VIEW' whatsoever and hereby confirm that the Sellers have complied with all their obligations towards the Purchasers under the Agreement to Sell referred to above to the satisfaction of the Purchasers and hereby fully and completely discharge the Sellers from all their obligations under the said Agreement to Sell entered into with the Purchasers and further agree to promptly comply with and adhere to the terms of this Sale Deed while enjoying the Schedule 'B' Property and the Schedule 'C' Apartment.

for the

Nidhi Modi

Nidhi Modi



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ಪುಟದ 6 ನೇ ಪಾಕೆ
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10.10.2014

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7) NATURE OF RIGHT OF USAGE:

7.1) It is agreed that the buildings constructed in Schedule 'A' Property shall be held by all the Purchasers in the respective Block/Building and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the Block/Building shall belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

7.2) Some of the apartments in the Ground Floor of Block 'A', Block 'C' and Block 'E' are attached with a private garden area and Purchasers of the said Ground Floor apartments shall be entitled to exclusively occupy and enjoy the private garden area attached to the said apartment and shall not be entitled to put-up any constructions. None of the Purchasers shall be entitled to object for such exclusive use of private gardens by them. The Purchasers shall not encroach upon the garden areas of the other buyers and the Purchasers of Ground Floor apartment shall maintain the garden area attached to their apartment at their own cost and expense and at all times in a presentable manner.

7.3) The Purchasers agree to own and enjoy Schedule 'B' Property in common with other Purchasers of undivided shares and title in Schedule 'A' Property and shall be entitled to all such Rights stated in Schedule 'D' herein and the Purchasers be liable to comply and adhere to the restrictions and obligations imposed on the Purchasers as detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all Purchasers in 'BRIGADE MOUNTAIN VIEW'. The Sellers however shall be entitled to confer additional benefits and rights to specific Purchasers at its discretion.

7.4) The terrace of each of the Blocks will be common to the owners/occupants of the respective Blocks. The right to use the entire Terrace areas shall exclusively vest with the owners/occupants of respective Blocks. Private Garden area for the exclusive use of the apartments for which they are specifically allotted by the Sellers and Purchasers shall not have any objection for such allotment by the Sellers or usage by the Purchasers to whom it has been specifically allotted.

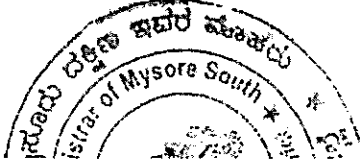
7.5) The Purchasers further covenant to use and enjoy all the common areas and amenities such as parks/Garden (other than specifically conferred to as Private Garden to the Ground Floor Apartment Owners and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, access, pavements, club house etc., in 'BRIGADE MOUNTAIN VIEW' in Schedule 'A' Property in common with other Purchasers and other occupants of development in Schedule 'A' Property. The Purchasers shall not place objects/things/articles which may hinder free use of any common amenities.

7.6) The Purchasers shall not require or undertake any additions /deletions /modifications/ changes in position etc., of the windows, doors, overall footprints of the Apartment, internal layout of the apartment, toilets and kitchen, sit outs/ balconies/ decks (covered or uncovered), architectural features (external/internal), fabrication works (grills, balcony railings, staircase railings etc.,) and external painting, other than what is provided for in the design by the Architects and Sellers.

per [Signature]

Nidhi Modi

Nidhi Modi



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- 7.7) The Purchasers shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchasers while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/ debris etc. The Purchasers shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Sellers or the agency appointed periodically for the maintenance of all common areas and facilities in 'BRIGADE MOUNTAIN VIEW'.
- 7.8) All interior related works that the Purchasers may take up on their own can be taken up only after handing over possession of the apartment to the Purchasers by the Sellers. The Purchasers shall carry out interior works all days except Sundays during the day time between 9 A.M. and 6 P.M. The Purchasers shall be fully liable and responsible to clear at their cost the debris generated. The Sellers do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchasers but originally carried out by the Sellers. The Sellers shall not be responsible/liable for any thefts during the course of the interior works.
- 7.9) The Sellers have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other Blocks in 'BRIGADE MOUNTAIN VIEW' and the Purchasers shall have no objection/make any claims in respect thereto.
- 7.10) The Car parking areas provided in the Property are for the benefit of all the buyers/owners/occupants of the apartments in the development. The Car parks are to be allotted to each of the buyers/owners of the apartments for facilitating the smooth functioning and use of Car parking areas. In the absence of such allotment, the use of the Car Parking areas would result in disharmony and periodical disputes amongst the owners/users of the apartments. In view of the same the Purchasers have irrevocably authorized the Sellers to earmark Car parks to each of the owners/buyers of the apartments in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the owners/occupants of the building and to avoid day to day parking problems. The Purchasers further declare that they are bound by such earmarking of parking spaces and will not question the authority of Sellers in doing so and further desist from making any issue or claims in respect thereto. In view of the aforesaid, the Sellers are allotting exclusive car parking areas at the basement (level 1 & 2) to the Purchasers who specifically apply for the same and the Purchasers will not object to such allotment. The parking area earmarked for the Purchasers by the Sellers are binding on the Purchasers and the Purchasers agree to receive the same without any objection.
- 7.11.1) The parking space earmarked to Purchasers is for exclusive use and enjoyment by Purchasers and the Purchasers shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 7.11.2) The Purchasers on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment and the undivided share described in Schedule 'B' and 'C' herein. In addition thereto the Purchasers shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.

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CLUB HOUSE:

- 8) The Sellers have provided Club House for the use and enjoyment of all owners/occupants in Schedule 'A' Property, which shall form part of 'BRIGADE MOUNTAIN VIEW'. The Purchasers shall utilise the facilities available in the Club according to the terms and conditions and shall make payments as prescribed by Sellers/ Association of apartment Owners or by the Agency appointed by Sellers to operate and manage the Club.

8.1)

- 8.2) The Club House is for the use of owners/occupants in Schedule 'A' Property in 'BRIGADE MOUNTAIN VIEW' and the Sellers may provide such facilities therein which they in their sole and absolute discretion consider necessary and viable. The facilities may include Gym, Swimming Pool, indoor/outdoor games arena, Multipurpose Hall and/or any other facilities as may be decided by the Sellers.

- 8.3) The ownership and possession of the buildings and the fittings and fixtures in Club including movable assets will be transferred to the Association to be formed in the Schedule 'A' Property.

- 8.4) The Purchasers as long as they remain occupants of the apartment/built spaces in 'BRIGADE MOUNTAIN VIEW', shall be entitled to use the 'Club', subject to (i) strict observance of the rules of the Club, framed by the Sellers and /or Maintenance Company and /or Association as the case may be, their agents/assigns, from time to time; (ii) the payment of the subscriptions/ usage charges as may be fixed from time to time by the Sellers and /or Maintenance Company and /or Association as the case may be.

- 8.5) The facilities of the Club are available for the benefit of the Purchasers of the Apartments in 'BRIGADE MOUNTAIN VIEW' and also for the benefit of the Purchasers, Owners/Occupants of the apartments and other spaces in Schedule 'A' Property and in the event of transfer of ownership, the transferee shall be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

OWNERS' ASSOCIATION:

- 9) The Purchasers hereby agree and undertake to become members of the Owners' Association as and when formed by the Sellers and/or by the Purchasers of all the apartments and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Purchasers shall observe and comply all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

9.1)

- 9.2) It is specifically made clear that the said Owners' Association on its formation is not only for the purpose of attending to the social activities of its members consisting of the owners/occupants of the development in 'BRIGADE MOUNTAIN VIEW' but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc.,.

- 9.3) The Purchasers shall permit the Sellers and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'C' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'C' Apartment and also for the purpose of laying,

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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 and other facilities etc., to the Schedule 'C' Apartment who have defaulted in paying their share of the water, electricity and other charges and common expenses.

10) **COMMON MAINTENANCE:**

10.1) The Sellers will undertake upkeep and maintenance of the common areas, amenities and facilities in the buildings 'BRIGADE MOUNTAIN VIEW' in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice from the date of completion of the Building for one year or till formation of Owners Association, whichever is earlier. The Purchasers shall be liable to bear and pay the common expenses for the upkeep and maintenance of the common areas, amenities and facilities in the building 'BRIGADE MOUNTAIN VIEW' for the period of one year in advance, which would be utilized for the said purposes and any deficit would be made good by the Purchasers. The said payment is in addition to the payment stipulated in further paragraphs detailed below. The Sellers shall not be liable for payment of common expenses for the unsold Apartments.

10.2) The Sellers will undertake the maintenance and upkeep of common areas and roads and facilities in 'BRIGADE MOUNTAIN VIEW' in Schedule 'A' Property or entrust the same to any Maintenance Company of their choice for a period of one year from the date of completion of the respective Blocks/Project and thereafter entrust the same to the Association to be formed by the Owners of Apartments in 'BRIGADE MOUNTAIN VIEW'.

11) **NOT TO ALTER NAME:**

The Purchasers shall not alter or subscribe to the alteration of the name of 'BRIGADE MOUNTAIN VIEW' in Schedule 'A' Property and/or alter the names assigned to the Blocks therein.

12) **RIGHT TO REBUILD:**

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

13) **APPLICABILITY:**

The Agreement to Sell between the Sellers and the Purchasers and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property and Schedule 'C' Apartment for the Purchasers and in the event of there being any inconsistency in terms, conditions, covenants, rights and obligations of the parties detailed in these two

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documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the said Agreement, as otherwise Agreement to Sell and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

14) STAMP DUTY & REGISTRATION FEE:

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

15) PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Sellers	:	AAACB 7459 F
First Purchaser	:	ADDPM 3623 R
Second Purchaser	:	CFXPM 1911 C

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

All that Property bearing No.F10/A (Old No.143/A), Harishchandra Road also known as Mysore-Nanjungud Road, Khille Mohalla, Mysore (earlier forming portion of Sy.No.69/14B (Old Sy.No.69), Block No.6, situated in Mysore Kasaba Village, Kasaba Hobli, Mysore Taluk and measuring 1,74,240 Sq. Ft., and bounded by :

East	:	Road;
West	:	Private Property belonging to J.S.S.Hospital;
North	:	Storm Water Drain; and
South	:	Madhuvana Lands.

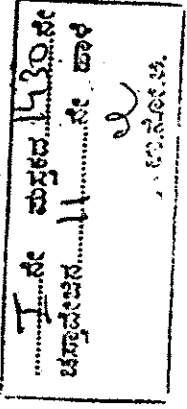
:SCHEDULE 'B' PROPERTY:
(UNDIVIDED INTEREST HEREBY CONVEYED)

74 Sq. Mtrs., Undivided share, right, title, interest and ownership in Schedule 'A' Property (which comes to 799 Sq. Ft., of land share in Schedule 'A' Property).

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:SCHEDULE 'C' APARTMENT:
(DESCRIPTION OF APARTMENT HEREBY CONVEYED)

All that Residential Apartment bearing No. C-718 in Seventh Floor of Block 'C' in 'BRIGADE MOUNTAIN VIEW' built in Schedule 'A' Property and apartment measuring 1299.43 Sq. Feet of built up area and 320.57 Sq. Feet of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring 1620 Sq. Feet of super built up area approximately, with right to use One Covered Car Parking Space in the Lower/ Upper Basement Floor and the apartment is bounded by:

- East : Courtyard at "BRIGADE MOUNTAIN VIEW" ,
West : Open towards Open Space and thereafter Private Property ,
North : Apartment No.D-721 in Seventh Floor, in Block-D, at "BRIGADE MOUNTAIN VIEW", and
South : Apartment Nos. C-717, in Seventh Floor, in Block-'C' at "BRIGADE MOUNTAIN VIEW".

The walls are built out of Solid Brick and Cement with RCC Roofing and Vitrified/Ceramic Flooring and it has electricity, water and sanitary connections. The Doors are provided with wooden frames and windows of UPVC sliding Panels.

:SCHEDULE "D":
:RIGHTS OF THE PURCHASERS:

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

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

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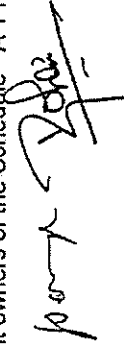


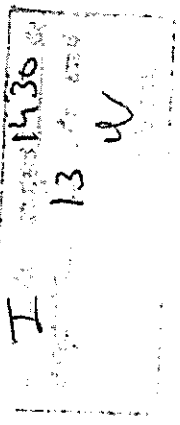
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Purchasers and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Sellers and/or the Agency appointed by the Sellers or Owners Association.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in 'BRIGADE MOUNTAIN VIEW' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided to reach the building in Schedule 'A' Property without causing any obstruction for free movement therein.
- 10) The Purchasers shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder :
 - a) Entrance lobbies, passages and corridors;
 - b) Lifts/pumps/generators;
 - c) Staircases and driveways in the basements, roads and pavements;
 - d) Common facilities, subject to compliance of rules, regulations and byelaws.
- 11) Right to dispose of Schedule 'B' and 'C' Properties by way of sale, mortgage, gift, lease, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchasers in the matter of enjoying ownership and possession thereon and any sale/transfer shall be completed in full consisting of both Schedule 'B' and 'C' Properties and not separately.

:SCHEDULE "E":
:OBLIGATIONS ON THE PURCHASERS:

The Purchasers hereby agree, confirm and undertake the following obligations towards the Sellers and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

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


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e) Not to decorate the exterior part of the building to be constructed in a manner other than agreed to by at least two third majority of the owners of the apartments in Schedule 'A' Property.

f) Not to make any arrangements for maintenance of the building referred to in Schedule 'A' above and for ensuring common amenities for the benefit of all concerned.

2) The Purchasers shall have no objection whatsoever to the Sellers managing the building in Schedule 'A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies for a period of one year from the date of completion of the Block/building and thereafter handover the building to the association as soon as it is formed and pending the same, the Sellers shall retain the same and the Purchasers have given specific consent to this undertaking. The Sellers or the Maintenance Company or Owners' Association shall be paid on demand common expenses for upkeep and maintenance of buildings and common areas and facilities in Schedule 'A' Property and also service charges for undertaking the said task.

3) An Apartment Owners' Association will be formed in respect of Residential Buildings built in Schedule 'A' Property including in respect of the Block in which Schedule 'C' Apartment is a portion and the Purchasers shall become Members of the Owners' Association and agree to observe and perform the terms and conditions and 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 building shall be done by Sellers or by a maintenance company until expiry of one year and thereafter by Owners' Association if it has been formed by that time and Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of this Sale Deed. Such Association shall be for the purpose of maintenance and management of the building and upkeep of the common areas in 'BRIGADE MOUNTAIN VIEW'. The main purpose and objective of such association is to take over accounts/finance of the multistoried building and the development in 'BRIGADE MOUNTAIN VIEW' and properly manage the affairs of the same, provide all facilities to the occupants and collect from them, the proportionate share of maintenance cost and outgoings. .

4) The Purchasers and other owners of Apartments in the said building shall pay such sums as are required by the Sellers or maintenance company or the Association as the case may be towards maintenance and management of the common areas and facilities in the building and in Schedule 'A' Property (subject to further revision from time to time) for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchasers in proportion to the area of the Schedule 'C' Apartment.

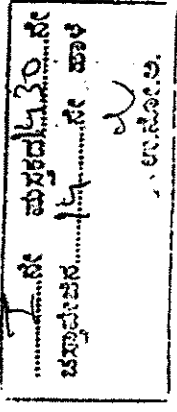
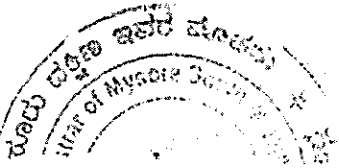
5) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchasers to pay the same.

6) No apartment owner including Purchasers can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule 'A' Property.

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- 7) The Purchasers in the event of leasing the Schedule 'C' Apartment shall keep informed the Sellers or Agency maintaining the common areas or Owners Association about the tenancy of the Schedule 'C' Apartment and giving all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities in the place of Purchasers as Temporary Members on payment. 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 buildings in 'BRIGADE MOUNTAIN VIEW'.
- 8) The Purchasers shall use the apartment as a private residence and the car parking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchasers is for exclusive use and enjoyment by Purchasers and the Purchasers shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 9) The Purchasers shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Sellers construct and not at any time alter the said elevation in any manner whatsoever.
- 10) The Purchasers shall keep the Apartment, walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good condition so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchasers shall promptly report to the Sellers or Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.
- 11) It is a specific term and condition of this Sale Deed and of the rights to be created in favour of the prospective Purchasers in the building and in the said apartment that:
- a) The name and/or apartment number of the Purchasers shall be put, in standardized letters and colouring only at the location/board that may be designated by the Sellers at a place earmarked for the said purpose and at the entrance door of the particular Apartment but at no other place in the building and the number shall not be altered.
 - b) 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 outer wall of the apartment.
 - c) 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.
 - d) The Purchasers shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners.

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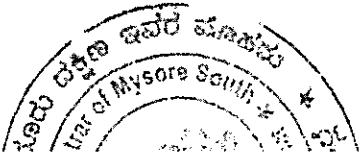
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- 12) The Purchasers shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Sellers for duly implementing the terms and intent of this Sale Deed and for the formation of Owners' Association.
- 13) Since the Purchasers are to own the aforesaid undivided interest in the land described in the Schedule 'A' hereunder written it is specifically agreed that the Purchasers shall be entitled in common with the Purchasers/Holders of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder.
- a) Entrance and Common Passages;
 - b) Lifts/Pumps/Generators of the Block;
 - c) Common facilities including Club House.
 - d) Club House on membership basis and on compliance of byelaws formed for the Club.
- 14) The Sellers will provide to the Purchasers access from the driveways/internal roads to the building where Schedule 'C' Apartment is situated.
- 15) The cost of repairing and maintaining the internal/feeder/access and drive-ways will be borne and paid proportionately by the Purchasers of apartments comprised in 'BRIGADE MOUNTAIN VIEW'.
- 16) 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 building. The Purchasers shall carry out at their own cost such repairs and maintenance to water lines, sewerage lines and the like in the said Apartment in the event of there being any complaint from the Apartment Owners below or above or adjoining of leakage/seepage of water, sewerage and the like through the roof/floor/wall of the said apartment of the Purchasers.
- 17) The Purchasers shall not object for use of Common Road/Drive way/Passage in the Schedule 'A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule 'A' above.
- 18) The Purchasers of apartments in 'BRIGADE MOUNTAIN VIEW' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchasers specifically shall not:-
- a) Close the lobbies, stairways, passages and parking spaces and other common areas.
 - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Sellers or the Owners' Association differ from the colour scheme of the building.
 - c) Make any structural alterations and/or any fresh openings inside the apartment.
 - d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule 'A' Property or common expenses for maintenance of the building.

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

19) The use of the club house, swimming pool and other facilities by the Purchasers shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which may affect the peace and tranquility of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

20) The Purchasers shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule 'A' Property. The Purchasers shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Sellers or Agency maintaining the common areas and facilities in 'BRIGADE MOUNTAIN VIEW' or by the Owners Association.

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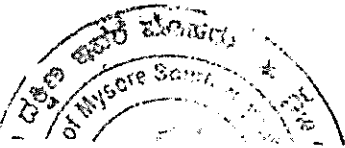
- 21) The Purchasers shall not keep any cattle/live stock in the Schedule 'C' Apartment or in Schedule 'A' Property and Purchasers shall keep all the pets confined within the Schedule 'C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 22) The Purchasers shall maintain at Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Mysore Mahanagara Palike and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Sale Deed.
- 23) The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule 'A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 24) The common areas and facilities shall remain undivided and no apartment owner including Purchasers shall bring any action for partition or division of any part thereof. Further the Purchasers shall not seek partition of undivided share in the Schedule 'A' Property.
- 25) The Purchasers can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in 'BRIGADE MOUNTAIN VIEW'.
- 26) The Purchasers shall pay to the Sellers or maintenance company or Owners' Association as the case may be the following expenses on prorate basis.
- Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in 'BRIGADE MOUNTAIN VIEW' including the cost of Annual Maintenance Contract for these equipments;
 - Electricity consumption charges for operating all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in 'BRIGADE MOUNTAIN VIEW';
 - Cost of replacement of electrical fittings and bulbs in all common areas, corridors, and basement and open places;
 - Expenses for maintenance of the buildings and the land surrounding thereto, white washing and colour washing of common areas, roads, developments, club house, external areas and the compound;
 - Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule 'A' Property;

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- h) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the development in Schedule 'A' Property in general.
- h) All taxes payable, service charges and all other incidental expenses in general.

- 27) That in addition to payment of the expenses referred to in above Para, the Purchasers should also pay promptly the Maintenance Charges (for upkeep and maintenance of all common areas, roads, amenities and facilities, which are common to all developments in Schedule 'A' Property) periodically or as and when demanded by the Sellers/Maintenance Agency/Owners' Association as the case may be.

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

WITNESSES:

1) 

Suchakur
Doddahallywaller Rd.
Beggur 560001

for M/s. BRIGADE ENTERPRISES LTD.,

part

1) (PARIJATHA A.N.),
Deputy General Manager – Customer Relations
M/s. Brigade Enterprises Ltd.

2) 

(ROHINI B M),
Asst. General Manager - Legal
M/s. Brigade Enterprises Ltd.
Authorised Signatories.

A.L. PRABHU GANDE
NO. 20, VITTALMALLYARAD
BANGALORE - 560001

SELLERS:

Nidhi Modi

Nidhi Modi

Drafted by:


Kusuma Advokates,
Bangalore.

(NIDHI MODI)

Self as Purchaser No.2 and
Power of Attorney Holder for
Purchaser No.1

PURCHASERS:

Nidhi Modi

