

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the Twentieth day of December, Two Thousand Sixteen (28/12/2016) at Bangalore by and between:

1. Mr. SHASHIXXXXXXX, aged about 45 years,
S/o Late Sri. Nanjappa,

AND

2. Mrs. KAMAXXXXXXXXXX, aged about 36years,
S/o Sri. Shashikanth. N,

Both are Residing at: #169/10, "Gurukrupa",
12th Cross, Mahalakshmi Layout,
Bangalore – 560086.

Represented by their registered Power of Attorney Holder
Mr. T. V. THIPPESHXXXXXX. (Reference of: registered POA:
.....)

Hereinafter called the **VENDORS**

Mr. T. V. THIPPESHXXXXXX, aged about 42 years,
S/o Late Sri. T. A. Venkateshalu,
Residence at Flat No. E-1802,
The Garden ETA, Magadi Road,
K. P. Agrahara, Bangalore, Pin code-

Hereinafter called the **DEVELOPERS/BUILDERS/CONFIRMING
PARTY**

AND IN FAVOUR OF:

Mr. MAHESH MUDENURXXXXXXXXXX, aged about 39 years,
S/o Mr. Shankrappa Mudenur
C/o I. Muralidhar
No. 177, 1st B Main Road,
AGB Layout, 2nd Stage,
Mahalaxmi Puram,
Bangalore – 560 086. PAN No.

Hereinafter called the PURCHASER;

WITNESSETH:

The expressions "VENDOR", "PURCHASER/S" and "DEVELOPERS /BUILDERS/CONFIRMING PARTY" wherever it appear in this context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns.

WHEREAS, the Vendors are the absolute Owners of all that piece and parcel of the Immovable Vacant Property bearing Eastern portion of BDA Site No.63/B1, 63/B2, BBMP PID No.11-52-63/B1, 63/B2, in the Layout formed by Bangalore Development Authority, Situated at industrial suburb 2nd stage Rajajinagar (Yeshwanthpur), 2nd Main Road, Bangalore, presently under the Administrative Jurisdiction of BBMP, and measuring East to West 18.28metrs or 60' feet, and North to South Eastern side 38.50 meters or 126'3" feet, Western side 38.90 meters or 127'6" feet, in totally measuring about **707.43 Sq.meters, or 7615Sq.Feet**, which Property is more fully described in Schedule 'A' given hereunder and hereinafter referred to as Schedule 'A' Property.

WHEREAS the Vendors herein since the date of acquisition of the Schedule "A" Property has been in peaceful possession and enjoyment of the same as it's absolute owners thereof and they have also obtained

Katha in respect of the Schedule "A" Property issued by the BBMP after payment of upto date taxes to the said authority in respect of the Schedule "A" Property and have also obtained Plan sanction approved by the Bruhat Bangalore Mahanagra Palike for the construction of multistoried residential building over the Schedule "A" Property.

WHEREAS, Mr. T. V. THIPPESHXXXXXX, aged about 40 years, S/o Late Sri. T. A. Venkateshalu, Residence at: Flat No. E-1802, The Garden ETA, Magadi Road, K. P. Agrahara, Bangalore, (hereinafter called the DEVELOPER/BUILDER/CONFIRMING PARTY) have prepared a Development Scheme of construction of multistoried building known as "**ANJANADRI APARTMENTXXXXXXXXXX**", on the land described in the Schedule "A" hereto and have entered into a Joint Development Agreement dated 05/11/2014, registered as document No. SRI-1-04078/2014-15, CD No.SRID171, registered before the Office of the Sub-Registrar, Rajajinagar(Srirampuram), Bangalore, with the Owners of Schedule "A" Property and in pursuance thereto a Power of Attorney dated 05/11/2014, is also executed and registered as document No.SRI-4-00116/2014-15, CD No. SRID171, Book-IV by the land owners in favor of the Builders herein.

AND WHEREAS, as per the terms of the Joint Development Agreement referred to above read with Supplemental Agreement, the Flat bearing **No. 101**, in the **First Floor**, measuring **1250 Sq.feet** super built up area, alongwith **256 Sq.feet** of undivided share of land has been allocated to the share of Builders herein, which undivided share of land is more fully described in the Schedule "B" hereunder and hereinafter referred to as the Schedule "B" Property and the flat referred to above is more fully described in the Schedule "C" hereunder and hereinafter referred to as the Schedule "C" Property.

WHEREAS, by an agreement of sale, the Vendors and Builders are obliged for the Purchaser/s a sale of flat described in Schedule "C" along with undivided interest in the Immovable Property described in the Schedule "A" hereto with rights, liabilities and restrictions in the enjoyment thereof as mentioned in the Schedules hereto.

NOW THIS DEED WITNESSETH THAT in pursuance of the aforesaid and the Purchaser agreeing to the stipulations set out in the Schedules below and in consideration of is **Rs.59,50,000/- (Rupees Fifty Nine Lakh and Fifty Thousand Only)** paid by the Purchaser to the Builders in the manner referred herein below; the Vendors/Builders jointly doth hereby grant, convey, transfer and sell unto the Purchaser/s the Property described in Schedule "B" and "C" hereto, and together with such undivided interest, rights, estates, claims of the Vendors/Builder into and upon the same and every part thereof TO HAVE AND TO HOLD, subject to the stipulations contained in the Schedules hereto, free from all encumbrances.

AND WHEREAS in pursuance to the Sale Agreement, the Purchaser has paid a sum of **Rs.10,00,000/-(Rupee Ten Lakh Only)** by way of cash; directly to the Builders.

AND WHEREAS the remaining balance of **Rs.48,93,500/-(Rupee Forty Eight Lakh Ninety Three Thousand Five hundred Only)** being the loan amount sanctioned by __ BANK., Bangalore to the purchasers and paid to the Vendors/Developers/Builders at the request and authorization of the Purchaser.

a) sum of **Rs. 56,500/- (Rupees Fifty Six Thousand Five Hundred Only)** by way of Money Transfer through __ Bank, __ Branch, Bangalore, to the "Income Tax Department", being the Tax Deducted at Source (TDS) on the sale consideration payable by the PURCHASER to VENDORS/DEVELOPERS/BUILDERS vide BSR code CIN No.____, dated __/12/2016 challan No.____ to the Vendors/Builders/Developers herein, against PAN No. ADBPT0145P of Sri Thippesh, the receipt whereof the Builder/Vendors do hereby admit and acknowledge before the undersigned witnesses.

Thus the Developers/Builders acknowledge for having received the full sale consideration amount **Rs.59,50,000/- (Rupees Fifty Nine Lakh and Fifty Thousand Only)** in full satisfaction and final settlement of this consideration and the Developer/Builders here by sell, convey, transfer all

his/their/its right, title and interest in the said property and set-over the vacant possession of the scheduled property to the purchaser/s as absolute owner from hereon and forever.

AND that the Vendors/Builders doth hereby declare that they are the true, lawful and absolute owners of the flat described in the Schedule "C" hereunder along with the land described in the Schedule "B" hereto, and assure the Purchaser/s that the Vendor/Builders herein have not acted in any manner with the result that such right is curtailed.

AND in particular the Vendors/Builders doth hereby declare that the flat described in Schedule "C" and land described in the Schedule "B" hereto is not subject to any lease or Court proceedings and the Vendors have paid all the taxes and out goings up to this date in respect thereof and undertake to discharge any such amount levied or leviable upto this date.

AND that the Vendors/Builders doth further assure the Purchaser/s that the Vendors/Builders shall do or cause to be done all things the Purchaser/s may reasonably require however at the cost of the Purchaser/s for more perfectly assuring the flat and undivided interest in the land described in the Schedule "A" hereto to be conveyed, granted, transferred and sold to the Purchaser/s.

AND that the Vendors/Builders doth hereby assure the Purchaser/s that they shall not convey to any person any interest in the land described in the Schedule "A" hereto without annexing thereto the stipulations contained in the Schedules hereto.

PROVIDED ALWAYS that the Vendors or persons claiming through or under trust for the Vendors shall have the right to enforce the stipulations contained in the Schedules hereto.

The PURCHASER/S shall henceforth be the sole and absolute owner of the schedule 'B & C' property with attendant rights or ownership, possession, enjoyment and shall be entitled to deal with all dispose of the scheduled property as deems fit without any interference, abstractions or

hindrance from the VENDORS and DEVELOPERS or any one claiming under, through or in trust for them.

PROVIDED ALWAYS that the Vendors/Builders doth hereby agree to abide by the stipulations contained in the Schedule hereto.

"SCHEDULE "A"

All that piece and parcel of the Immovable Vacant Property bearing Eastern portion of BDA Site No.63/B1, 63/B2, BBMP PID No.11-52-63/B1, 63/B2, in the Layout formed by Bangalore Development Authority, Situated at industrial suburb 2nd stage Rajajinagar (Yeshwanthpur), 2nd Main Road, Bangalore, presently under the Administrative Jurisdiction of BBMP, and measuring East to West 18.28metrs or 60' feet, and North to South Eastern side 38.50 meters or 126'3" feet, Western side 38.90 meters or 127'6" feet, in totally measuring about 707.43 Sq.meters, or 7615Sq. Feet, and bounded on the

East by : Site No.63/A;

West by : Western portion of same Site No.63/B1, 63/B2;
New No.63/B1, 63/B2-1

North by : Road;

South by : Site No.63/B3;

SCHEDULE "B"

256 Sq.ft undivided right, title and interest in the immovable property mentioned in Schedule "A" above.

SCHEDULE "C"

Flat bearing **No.101**, in the **First Floor**, measuring **1250 Sq.feet** super built up area, containing Three bed rooms, together with RCC Roofing, Vitrified flooring together with **One covered car parking space**, including proportionate share in common areas such as passages, lobbies, staircase, etc., in the multistoried residential building known as **“ANJANADRI APARTMENT”**, constructed over Schedule "A" Property.

SCHEDULE 'D'

(Restrictions on the right of the Purchasers)

The Purchasers so as to bind himself/herself/themselves, his/her/their success-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and in consideration of the covenants of the Seller being binding in him/them and the owners of the other undivided interest in the Property described in the Schedule 'A' hereto agrees to be bound by the following terms and conditions;

1. Not to use or to permit the use of the Property described in the Schedule 'A' hereto in a manner, which would diminish the utility of the common amenities to be provided in the proposed development scheme.
2. Not to use the roadways and side open space in the land described in the Schedule 'A' hereto for parking any heavy vehicles or to use them in a manner, which might cause hindrance for the free ingress or egress from other parts of the Schedule 'A' Property;
3. Not to default in the payment of any taxes or levies, to be shared by the other joint owners of the property described in the Schedule 'A' hereto or the expenses to be shared by the owners of the proposed development schemes or any part thereof.

4. Not to make any arrangement for the maintenance, servicing and upkeep of the development scheme on the land described in the Schedule 'A' hereto and for ensuring the common amenities therein for the benefit of all concerned.

SCHEDULE 'E'

(Rights included in the transfer to the Purchaser/s)

1. Full right and liberty for the Purchaser/s and all persons authorized by the Purchaser/s (in common with all persons entitled, permitted or authorized to the like right) at all times by day or by night and for all purposes to go, pass and re-pass over the common areas in the proposed development scheme.

2. Full right and liberty to the persons referred to in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night for all purposes to get and re-pass over the roadways and pathways in the land described in the Schedule 'A' hereto.

3. The Purchasers shall be entitled to have free and uninterrupted passage of water, Gas, Electricity to the Schedule "C" Property and waste/sewage, etc., from the Schedule "C" Property through the pipes, wires, cables, sewer lines, drains which are or may at any time hereafter, be passing in or under or through the Schedule "A" Property or other portions constructed on the Schedule "A" Property.

4. The Purchasers shall be entitled to the subjacent lateral vertical and horizontal support of the Schedule "C" Property from the other parts of the building.

5. The Purchasers shall have the right to lay cables/wires/lines for Radio, Television, Telephone or other communication installations leading to and from the Schedule "C" Property.

6. The Purchasers shall have the right to entry and passage with or without workmen to the other parts of the building for the purpose of or in connection with repairing and maintaining the Schedule "C" Property and for repairing, cleaning, maintaining the water tanks, sewer line, drains, cables, pipes and wires leading to or from the Schedule "C" Property ensuring that minimum disturbance is caused to the Owners/Occupiers of other units.

7. The right to do all or any of the acts, aforesaid without notice in the case of any emergency.

SCHEDULE 'F'

The Purchasers in the proportion of the undivided interest hereby conveyed along with the other Purchasers in the proportion of the undivided interest held by them shall be deemed to have accepted the following expenses;

1. All rates and out goings payable in respect of the land described in the Schedule 'A' hereto.

2. The expenses of maintaining the common services in the proposed development scheme and the routine maintenance like painting, washing, cleaning, etc., and replacing any electrical and mechanical parts of machines, sanitary and electrical installations common to the building. The developers/builders shall without consequential liability carry out the above services, against payment of the sums as may be determined by the builders from time to time.

3. Should the Purchasers default payments for any common expenses, benefits or amenities, the Builders or a majority of the Purchaser while carrying out the services as contemplated above, shall have the right, to remove such common amenities from their enjoyment including water services and electricity.

4. Provided always that the Developers/Builders shall not be liable for and the Purchasers shall be liable for the expenses of maintenance of common amenities in the property described in the Schedule 'A' hereto, regularization charges of deviations if any with charges for not having commencement and occupation certificates and the proposed development scheme from the date of communications of the Developers/Builders to the Purchasers indicating the formers' willingness to put the Purchaser or his/her/their nominee/s in possession of the property conveyed by this deed.

SCHEDULE 'G'
(THE DEVELOPERS/BUILDERS COVENANT)

The Developers/Builders hereby covenants with the Purchaser/s as follows;

1. That the developers/builders will require every person to whom they shall hereafter transfer, grant or lease any properties comprised in the property described in the Schedule-A hereto and in the proposed development scheme to covenant and to observe the conditions and observe the restrictions set forth in the scheme above.
2. That the developers/builders and the assigned or trustees claiming through or in trust for the developers/builders in respect of the development scheme or any part thereof will always respect the rights of the Purchaser mentioned in this deed and in the Schedule 'E' in particular.
3. The Developers/Builders hereafter shall faithfully follow the covenants herein contained and shall not confer on any other person or persons any right not reserved for the Purchaser herein nor shall they contract to exclude for the transferees any burden expressed to be shared by the Purchaser herein.
4. The Developers/Builders accept and agree that any covenant by the Developers/Builders in future if any deed or document reducing or altering the right of the Purchaser herein or imposing on the Purchaser any restrictions not found herein before shall be void.

5. The developers/builders shall provide all the documents related to the project which the purchaser needs to get legal opinion from their counsel once legal is satisfied by the counsel and purchaser and agreed to enter this deed of sale, later builder should not responsible for any lacuna found after execution of this documents.

6. The developers/builders shall handover the original title deeds to the Apartment Owners Association on the same being formed;

The stamp duty is paid on this instrument, as per the guidelines value prescribed by the Government of Karnataka for registration of the flat and undivided interest in the land transferred herein.

IN WITNESS WHEREOF the parties to this Deed have hereunto set and subscribed their respective signatures and seals on the day, month and year first above mentioned.

WITNESSES:

1.

VENDORS
(Represented by registered Power
of Attorney Holder)

2.

BUILDER/CONFIRMING PARTY

PURCHASER.

Drafted by: