

**ABSOLUTE SALE DEED**

**Flat No. ...., ..... floor, Block .....**

THIS DEED OF ABSOLUTE SALE made and executed this ..... day of December Two Thousand and Twenty Two (...../...../2022) at Bangalore between:

**M/S.ELEGANT BUILDERS AND DEVELOPERS (PAN No.AADFE0590L)**

A partnership firm under the Indian Partnership Act, 1932 having its office at No.1/116, New Kempegowda Layout. BSK 3<sup>rd</sup> stage, 4<sup>th</sup> Cross, Bangalore-560085. Represented by its partners

- 1.Mrs.V PRABHA**, aged about 56 years wife of Mr. M.Subramani,
  - 2.Mr.M.SUBRAMANI**, aged about 64 years son of Late Motulu Naidu
  - 3.Mr.S.N.MANJUNATH**, aged about 36 years, son of Mr. M.Subramani
  - 4.Mr.S.RAJESH**, aged about 34 years, son of Mr. M.Subramani
  - 5.Mr.S.JAYANTH**, aged about 30 years, S/o.Sri.M.Subramani
- (Hereinafter called the **FIRST PARTY**/SELLERS)

**AND**

**Sri.....**

PAN No.....

Aged about ..... years, S/o.Sri. ....

**Aadhar No.....**

Residing at .....

.....,

.....

(Hereinafter called the **PURCHASER**/SECOND PARTY)

(The terms SELLERS AND PURCHASER shall mean and include their respective heirs, representatives, administrators, executors, agents, assigns, nominee / nominees etc.,)

**WITNESSETH:**

**WHEREAS**, the SELLERS herein are the Absolute Joint owners of the immovable residential property bearing New BBMP Amagalamated katha No....., property register No....., formed in converted Sy No. Sy No.3/2C, 17/2B,3/3A2,17/112, situated at Ganakallu village,

Kengeri hobli Bangalore South Taluk, measuring ..... acres OR ..... sq.ft., which is more fully described in the Schedule hereunder and herein after shall be called as the Schedule A Property.

WHEREAS, **M/S.ELEGANT BUILDERS AND DEVELOPERS**, the partnership Firm represented by their partners **Mrs.V PRABHA** & Others, have acquired the Schedule A Property from its previous Owners Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar,Jain S/o. Sri.D.P.Jain vide an Absolute Sale Deed registered as Document bearing No.JAY-1-05462/2022-23 stored in C.D bearing No.JAYD1340, dated 03/10/2022 before Sub-registrar, Jayanagar, Bangalore City.

**WHEREAS, FLOW OF TITLE OF THE SCHEDULE A PROPERTY IN FAVOUR OF THE SELLERS M/S.ELEGANT BUILDERS AND DEVELOPERS.**

**B. SURVEY NO.17/2B. MEASURING 11.08 GUNTAS**

**WHEREAS** originally land bearing Survey No.17/2, measuring 1 Acres 10 guntas situated at Ganakallu Village, Kengeri hobli, Bangalore South Taluk, Bangalore District was owned and possessed by smt.Bharathi P.Bhat W/o P.S.Bhat and she acquired the same under three Sale deeds i.e. {a} the Sale deed dated 22/08/1968, registered as Document No. 2566/68-69, Book-I, Volume 721, at Pages 76 to 78, (b) Sale Deed dated 03/09/1968, registered as Document No.2739168-69, Book-I, Volume 718, at Pages 228 to 231 and {c} Sale Deed dated 21/03/1969, registered as Document No.5850/68-69, Book-I, Volume 753, at pages 62 to 63, all documents registered in the office of sub-Registrar, Bangalore South Taluk.

**WHEREAS** the said Smt.Bharathi P.Bhat W/o P.S.Bhat conveyed the land bearing Survey No.17/2 measuring 1 acre 10 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore south Taluk in favour of smt. Narayanamma alias H.G.Narayariamamma W/o Late. H.R. Gaviappa under the Sale Deed dated 16/11/1977, registered as Document No.3607/77-78, Book

1, Volume 1271 at Pages 146 to 153, in the office of Sub-Registrar, Bangalore South Taluk,

**WHEREAS** the said Smt. Narayanamma alias H.G. Narayanamma w/o Late H.R. Gaviappa conveyed the land bearing Survey No. 17/2 measuring 1 Acre 10 Guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk in favour of Sri. A. Abdul Azeez S/o. Late. Mohammed Ibrahim, Smt. Faizunnisa W/o. A. Abdul Azeez, Dr. Hafeesur Rahman S/o A. Abdul Azeez Sri, Shafeequr Rahman s/o A. Abdul Azeez, Sri. Najeebur Rahman S/o A. Abdul Azeez, under a sale Deed dated 07/03/1979, registered as Document No. 7513/78-79, Book-I, Volume 1379, at Pages 45 to 49, in the office of sub Registrar. Bangalore South Taluk.

**WHEREAS** the land revenue records were mutated in the names of Sri. A. Abdul Azeez s/o Late. Mohammed Ibrahim, Smt. Faizunnisa W/o. A. Abdul Azeez, Dr. Hafeezur Rahman S/o A. Abdul Azeez, Sri. Shafeequr Rahman S/o. A. Abdul Azeez, Sri. Najeebur Rahman S/o. A. Abdul Azeez and the said land was assigned Re-Survey No. 17/2B.

**WHEREAS** the above said Smt. Faizunnisa w/o Sri. A. Abdul Azeez died on 20/04/1985 leaving behind her husband Sri. A. Abdul Azeez and her children namely Smt. Khamarunnisa, Dr. Hafeezur Rahman, Smt. Farhath Hayath @ Farhath unnisa, Sri. Shafeequr Rahman and Sri. Najeebur Rahman. Another daughter Smt. Rahamnathunnisa D/o Sri. A. Abdul Azeez has pre-deceased before her mother Smt. Faizunnisa leaving behind her children namely Sri. Syed Afroz @ Syed Afroz Ahmed, Sri. Syed Sheraz @ Syed Sheraz Ahmed and Smt. Sayira Rafath.

**WHEREAS** the said Sri. A. Abdul Aziz died on 24/02/1986 leaving behind his children Smt. Khamarunnisa, Dr. Hafeezur Rahman, Smt. Farhath Hayath @ Farhath Unnisa, Sri. Shafeequr Rahman and Sri. Najeebur Rahman and Legal heirs of late. Rahamnathunnisa, namely Sri. Syed Afroz @ Syed Afroz Ahmed,

Sri,Syed Sheraz@ Syed sheraz Ahmed and Smt"Sayira Rafath to succeed his estate.

**WHEREAS** the khatha of the land bearing Sy No.17/2B was mutated in the name of Dr.Hafeezur Ratrman, Sri.Shafeequr Rahman and Sri.Najeebur Rahman vide. Mutation Register Extract No.16/04-05.

WHEREAS by virtue of the General Power of Attorney dated 17/02/2005,'Registered as document No. 51/04-05, Bosk IV, stored in the C.D.No. HSND21, in the office of the sub-registrar Hassan, Smt.Khamarunnisa and Srnt,Farhath Hayath@ Farhath Unnisa both are daughters of Late.A.Abdul Aziz and Late.Faizunnisa have empowered their brother Sri.Najeebur Rahman, to Sell the Land bearing Sy.No.17/2 measuring 1 Acre 10 guntas situated at ganakallu Village along with other lands to the prospective purchaser/s.

**WHEREAS** by virtue of the General Power of Attorney dated 17/02/2005, registered as Document No. 52/04-05 Book-IV, stored in the C,D.No" HSND21, in the office of the Sub-registrar Hassan, Sri.Syed Sheraz @ Syed Sheraz Ahmed and Smt. Sayira Rafath both are children Late,Rahamathunnisa, have empowered their brother Sri. Syed Afroz @ Syed Afroz Ahmed, to Sell the Land bearing Sy NO.17/02 measuring 1 Acre 10 guntas situated at Ganakallu Village along with other lands to the prospective Purchaser/s.

**WHEREAS** the said (a) Dr.Hafeezur Rahman S/o Late.A.Abdul Azeez, (b) Sri. Shafeequr Rahman S/o Late.A.Abdul Azeez, (c) Sri.Najeebur Rahman S/o Late.A.Abdul Azeez, (d) Smt. Khamarunni.sa D/o Late.A.Abdul Azeez represented by her GPA holder Sri.Najeebur Rahman (e ) Smt. Farhath Hayath @ Farhath Unnisa D/ o Late. A.Abdul Azeez, represented by her GPA holder Sri.Najeebur Rahman, (£)Sri. Syed Afroz @ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa (g) Sri.Syed Sheraz@ Syed Sheraz Ahmed S/o

Late.Syed Ghouse and Late.Rahamathunnisa represented by his GPA holder Sri. Syed Afroz@ Syed Afroz Ahmed and (h) Smt. Sayira Rafath D/o Late.Syed Ghouse and Late.Rahamathunnisa represented by her GPA holder Sri. Syed Afroz@ Syed Afroz Ahmed, conveyed the portion of the land bearing survey No.17/2B measuring 0 - Acre 11.227 guntas (approximately 11.08 guntas) out of 1 Acre 11 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. V.Ranganath S/o Late R.Varada Reddy, under a Sale Deed dated 16/04/2005, registered as Document No.3330/05-06, stored in C.D. No. KEND205, in the office of Sub-Registrar, Kengeri, Bangalore.

**WHEREAS** subsequently the said V.Ranganath, applied and obtained conversion of the land bearing Sy.No.17 /2B, measuring 11.08 guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H):SR/ 11/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore.

**WHEREAS** the said Sri.V.Ranganath conveyed the Residentially Converted land bearing Survey No.17/2B, measuring 11.08 guntas (Duly converted from agricultural to non-agricultural residential purpose vide. Official Memorandum/ Conversion Certificate bearing No.ALN(S)(K.H):SR/ 11/2014-15, dated 09/01/2015<sup>1</sup> issued by the Deputy Commissioner, Bangalore District, Bangalore), situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore, in favour of SrLD.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain

under a Sale deed dated 20/04/2015, registered as Document No.RRN-1 00279/2015-16, Stored in CD No.RRND155, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar).

**C. SURVEY NO.3/3A2 MEASURING  
14 GUNTAS AND SURVEY NO.3/3C2  
MEASURING 06 GUNTAS**

**WHEREAS** (a) Dr.Haf zur Rahman S/o Late.A.Abdul Azeez, (b) Sri. Shafeequr Rahman S/o Late.A.Abdul Azeez, (c) Sri.Najeebur Rahman S/o Late.A.Abdul Azeez,(d) Smt. Khamarunnisa D/o Late.A.Abdul Azeez represented by her GPA holder Sri.Najeebur Rahman (e ) Smt. Farhath Hayath @ Farhath Unnisa D/ o Late. A.Abdul Azeez. represented by her GPA holder Sri.Najeebur Rahman, (f)Sri. Syed Afroz@ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa (g) Sri.Syed Sheraz @ Syed Sheraz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa represented by his GPA holder Sri. Syed Afroz @ Syed Afroz Ahmed and (h) Smt. Sayira Rafath D/o Late.Syed Ghouse and Late.Rahamathunnisa represented by her GPA holder Sri. Syed Afroz @ Syed Afroz Ahmed conveyed the portion of the land bearing Sy.No.3/3A2 measuring 18 guntas and Sy.No.3/3C2 measuring 6 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. V.Ranganath S/o Late R.Varada Reddy, under a Sale Deed dated

16/04/2005 registered as Document No.KEN-1-03330/2005-06, stored in C.D. No. KEND 205,in the office of Sub-Registrar, Kengeri, Bangalore.

**WHEREAS** the said Sri.V.Ranganath applied and obtained conversion of the Land bearing Sy.No.3/3A2 measuring 14 guntas out of 18 guntas and Sy.No.3/3C2 measuring 06 guntas totally ad-measuring 20 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3):SR/23/2015-16, dated 25/04/2016, issued by the Deputy Commissioner, Bangalore District, Bangalore.

**WHEREAS** the said Sri.V.Ranganath, conveyed Residentially Converted land bearing Sy.No.3/3A2 measuring 14 guntas and Sy.No.3/3C2 measuring 06 guntas totally ad-measuring 20 guntas (Duly converted from agricultural to non-agricultural residential pw-pose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3):SR/23/2015-16, dated 25/04/2016, issued by the Deputy Commissioner, Bangalore District, Bangalore), situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore, in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed

dated 01/07/2016, registered as Document No.RRN-1-06333/2016-17, Stored in CD No,RRND183, in the office of Sub-.registrar, Jayanagar (Rajarajeshwarinagar).

**SURVEY NO.17/2B. MEASURING 11.04 GUNTAS**

**WHEREAS** originally land bearing Survey No.17/2 measuring 1 Acres 10 guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore District was owned and possessed by Smt.Bharathi P.Bhat W/o P.S.Bhat and she acquired the same under three Sale deeds i.e. (a) the Sale deed dated 22/08/1968, registered as Document No.2566/68-69, Book I, Volume 721, at Pages 76 to 78, (b)Sale Deed dated 03/09/1968, registered as Document No.2739/68-69, Book-I, Volume 718, at Pages 228 to 23\_1 and (c) Sale Deed dated 21/03/1969, registered as Document No.5850/68-69, Book-I, Volume 753, at Pages 62 to 63, alt (j.ocuments registered in the office of Sub-Registrar, Bangalore South Taluk.

**WHEREAS** the said Smt.Bharathi P.Bhat W/o P.S.Bhat conveyed the land bearing Survey No.17 /2 measuring 1 Acre 10 Guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk in favour of Smt.Narayanamma alias H.G.Narayanamma W/o Late. H.R. Gaviappa under the SaleDeeddated16/11/1977,registered as.Document\_J'fo.3607/77-78, Book-I, Volume 1271, at

Pages 146 to 153, in the office of Sub-Registrar, Bangalore South Taluk.

**WHEREAS** the said Smt,Narayana:mma alias H.G.Narayanamma W/ o Late. H.R. Gaviappa conveyed the land bearing Survey No.17/2 measuring 1 Acre 10 Guntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk in favour of Sri. A.Abdul Aze-ez S/o Late.Mohammed Ibrahim, Smt.Faizunnisa W/o A.Abdul Azeez, Dr.Hafeezur Rahman S/o A.Abdul Azeez, Sri.Shafeequr Rahman S/o A.Abdul Azeez, S.ri.Najeebur Rahman S/o A.Abdul Aze-ez, under a Sale Deed dated 07/03/1979, registered as Document No.7513/78-79, Book-I, Volume 1379, at Pages 45 to 49, in the office of Sub-Registrar!.Bangalore South Taluk

**WHEREAS** the land revenue records were mutated in the names of Sri. A.Abdul Azeez S/o Late.Mohammed Ibrahim, Smt.Faizunnisa W/o A.Abdul Azeez, Dr.Hafeezur Rahman S/o A.Abdul Azeez, Sri.Shafeequr Rahman S/o A.Abdul Azeez, Sri.Najeebur Rahman S/o A.Abdul Azeez and the said land was assigned Re-survey No.17/2B.

**WHEREAS** the above said Smt.Faizunnisa W/o Sri.A.Abdul Azeez died on 20 / 04 / 1985 leaving behind her husband Sri.A.Abdul Azeez and her children namely Smt.Khamarunnisa, Dr.Hafeezur Rahman, Smt.Farhath Hayath, Sri.Shafeequr Rahman and Sri.Najeebur Rahman. Another daughter Smt.Rahamathunnisa D/o Sri.A.Abdul Azeez has pre-deceased before her mother Smt.Faizunnisa leaving behind her children namely Sri.Syed Afroz @ Syed Afroz Ahmed, Sri.Syed

Sheraz@ Syed Sheraz Ahmed and Smt.Sayira Rafath.

**WHEREAS** the said Sri.A.Abdul Aziz died on 24/02/1986 leaving behind his children Smt.Khamarunnisa, Dr.Hafeezur Rahman, Smt.Farhath Hayath @ Farha.th Unnisa, Sri.Shafeequr Rahman .l.lld Sri.Najeebur Rahman and Legal heirs of late.Rahamathunnisa, namely Sri.Syed Afroz @ Syed Afroz Ahmed, Sri.Syed Sheraz@ Syed Sheraz Ahmed and Smt.Sayira Rafath to succeed his estate.

**WHEREAS** the khatha of the land bearing Survey No.17/2B was mutated in the name of Dr.Hafeezur Rahman, Sri.Shafeequr Rahman and Sri.Najeebur Rahman v:ide. Mutation Register Extract No.16/04-05.

**WHEREAS** by virtue of the General Power of Attorney dated 17/02/2005, registered as Document No. 51/04-05, Book-IV, stored in the C.D.No. HSND21, in the office of the Sub-registrar Hassan, Smt.Khamarunnisa and S:mt.Farhath Hayath@ Farhath Unnisa both are daughters of Late.A.Abdul Aziz and Late.Faizunnisa have empowered their brother Sri.Najeebur Rahman, to Sell the Land bearing Survey No.17/2 situated at Ganakallu Village along with other lands to the prospective purchaser/ s.

**WHEREAS** by virtue of the General Power of Attorney dated 17/02/2005, registered as Document No.

52/04-05, Book-IV, stored in the C.D.No. HSND21, in the office of the Sub-registrar Hassan, Sri.Syed Sheraz and Smt. Sayira Rafath both are children Late.Rahamathunnisa, have empowered their brother Sri. Syed Afroz @ Syed Afroz Ahmed, to Sell the Land bearing Survey No.17/2 situated at Ganakallu Village along with other iands to the prospective purchaser/ s.

**WHEREAS** the said (a) Sri. Dr.Hafeezur Rahman S/o Late.A.Abdul Azeez, (b) Sri. Safeequr Rahman S/o Late.A.Abdul Azeez, (c) Sri.Najeebur Rahman S/o Late.A.Abdul Azeez, (d) Smt. Khamarunnisa D/ o Late.A.Abdul Azeez represented by her GPA holder Sri,Najeebur Rahman (e ) Smt. Farhath Hayath @ Farhath D/ o Late. A.Abdul Azeez,. represented by her GPA holder Sri.Najeebur Rahman, (f)Sri. Syed Mroz @ Syed Mroz. Ahmecl S/o Late.Syed Ghouse andLate.Rahamathunnisa (g) Sri:Syed Sheraz@ Syed Sheraz Ahmed S/o Late.SyedGhouse and Late.Rahamathunnisa represented by his GPA holder Sri. Syed Mroz@ Syed Afroz Ahmed and (h) Smt. Sayira Rafath D/ o Late.Syed Ghouse and Late.Rahamathunnisa represented by her GPA holder Sri. Syed Afroz@ Syed Afroz Ahmed, conveyed the portion of the land bearing Survey No.17/2B measuring 0 - Acre 11.261 Guntas (approximately 11.04 Guntas) out of 1 Acre 10 Gu.ntas situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, in favour of Sri. K.Ganesh Babu, S/o Late Krishnamurthy Shetty, under a Sale Deed dated,

16/04/2005, registered as Document No.3336/05-06, stored in C.D. No. KEND205, in the office of Sub-Regis\_rar, Kengeri, Bangalore

**WHEREAS** subsequently the said Sri. K.Ganesh Babu, applied and obtained conversion of the land bearing Survey No.17/2B, measuring 11.04 Guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H):SR/ 12/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore.

**WHEREAS** the said Sri.K.Ganesh Babu, conveyed the Residentially Converted land bearing Survey No.17/28, measuring 11.04 Guntas (Duly converted from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H):SR/ 12/2014-15, dated 09/01/2015, issued by the Deputy Commissioner, Bangalore District, Bangalore), situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore, in favour of Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 20/04/2015, registered as Document No.RRN-1-00283/2015-16, Stored in CD No.RRNO155, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar).

**D. SURVEY NO.17/112 MEASURING 1.08 GUNTAS (1.44 GUNTAS) AND LAND BEARING SURVEY NO.17/2B MEASURING 04 GUNTAS**

**WHEREAS** Sri.K.Ganesh Babu is the absolute owner of the land bearing Sy.No.17 / 112, measuring 1.08 (1.44) guntas and land bearing Sy. No. 17 / 2B measuring 04 guntas, together totally measuring an extent of 5.08 (5.44) guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore and he acquired the same under the Exchange deed dated 03/10/2015, registered as Document No.JPN-1-05698/2015-16, stored in CD No.JPND320, in the office of Sub-Register J.P.Nagar.

**WHEREAS** khatha of the land bearing Sy.No.17 / 112, measuring 1.08 guntas and land bearing Sy. No.17/2B measuring 04 guntas, together totally measuring an extent of 5.08 (5.44) guntas,, both situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore was mutated in the name of Sri.K.Ganesh Babu vide M. RH3 /2016-17 in pursuance of the orders passed in R.A.(S) 547 /2015-16 by the Assistant Commissioner, Bangalore South Taluk.

**WHEREAS** Sri.K.Ganesh Babu applied and obtained conversion of the land bearing Sy.No. 17 / 112 measuring 1.08 guntas and land bearing Sy. No.17/2B measuring 04 guntas, both totally measuring an extent of 5.08 guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential

purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3)/SR/12/2017-18, dated 28/03/2018, issued by the Deputy Commissioner, Bangalore District, Bangalore.

**WHEREAS** the said Sri.K.Ganesh Babu conveyed the Residentially Converted land measuring 1.08 Guntas (1.44 guntas) in Sy.No.17 / 112 and land bearing Sy.No.17 /2B measuring 04 guntas, (Duly converted from agricultural to non- agricultural residential purpose vide Official Memorandum / Conversion Certificate bearing No.ALN(S)(K.H-3)/SR/ 12/2017-18, dated 28/03/2018, issued by the Deputy Commissioner, Bangalore District, Bangalore) together totally measuring an extent of 5.08 guntas (5.44 guntas), situated at Oanakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore District in favour of Sri.D.Kantha S/o .. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed as Document No.RRN-1-01038/2018-19, Stored in CD No.RRND201, in the office of Sub registrar; Jayanagar (Rajarajeshwarinagar).

**E. SURVEY NO.17/112. MEASURING 01.12 GUNTAS**

**WHEREAS** Sri. K.Ganesh Babu, purchased land bearing Survey No.17 / 112 measuring 0 - Acre 01.867 Guntas (approximately 1.12 Guntas) situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore district, from(a) Sri. Dr.Hafeezur Rahman S/o Late.A.AbdulAzeez, (b) Sri. Safeequr

Rahman S/o Late.A.Abdul Azeez, (c) Sri.Najeebur Rahman S/ o Late.A.Abdul Azeez, (d) Smt. Khamarunnisa D/o Late.A.Abdul Azeez represented by her GPA holder Sri.Najeebur Rahman (e ) Smt. Farbath Hayath @ Farhath Unnisa D/o Late. A.Abdul Azeez, represented by her GPA holder Sri.Najeebur Rahman, (f)Sri. Syed Afroz@ Syed Afroz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa (g) Sri.Syed Sheraz @ Syed Sheraz Ahmed S/o Late.Syed Ghouse and Late.Rahamathunnisa represented by his GPA holder Sri. Syed Afroz @ Syed Afroz Ahmed and (h) Smt. • Sayira Rafath D/o Late.Syed Ghouse and Late.Rahamathunnisa represented by her GPA holder Sri. Syed Mroz @ Syed Afroz Ahmed, under a Sale Deed dated 16/04/2005, registered as Document No.KEN-1-03336/05-06, stored in C.D. No. KEND 205, in the office of Sub•Registra.r, Kengeri, Bangalore.

**WHEREAS** subsequently the said Sri. K.Ganesh Babu, applied and obtained conversion of the land bearing Survey No.17/112, measuring 01.12 guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purpose vide. . Official Memorandum/ Conversion Certificate bearing No.ALN(S)(K.H-3):SR/ 24/2015-16,dated 25/04/2016, issued by the Deputy Commissioner, Bangalore District, Bangalore.

**WHEREAS** the said Sri.K.Ganesh Babu conveyed Residentially Converted land bearing Survey No.17/ 1!2,

measuring 01.12 guntas, (Duly converted from agricultural to non-agricultural residential purpose vide. Official Memorandum/Conversion Certificate bearing No.ALN(S)(K.H-3):SR/24/2015-16, dated 25/04/2016, issued by the

Deputy Commissioner, Bangalore District, Bangalore), situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore, in favour of Sri.D.Kanth.a S/o. late.Dasa Setty and Sri.Dinesh Kumar Jain S/o. Sri.D.P.Jain under a Sale deed dated 01/07/2016, registered as Document No.RRN-1 01723/2016-17, Stored in CD No.RRND174, in the office of Sub-registrar, Jayanagar (Rajarajeshwarinagar).

Thus, the Vendors are the absolute owners of the Residentially Converted Land bearing Sy.No.3/2C measuring 1 Acre 10 Guntas, Sy.No.17 /2B measuring 26  $\frac{3}{4}$  Guntas, Sy.No.3/3A2 measuring 14 Guntas, Sy.No.3/3C2 measuring 6 Guntas and Sy.No.17/1I2 measuring 3  $\frac{1}{4}$  Guntas, totally measuring 2 Acres 20 Guntas, situated at Ganakallu Village, Kengeri Hobli, Bangalore South Taluk, Bangalore District, which is morefully described in the Schedule herein and hereinafter referred to Schedule Property,

**WHEREAS** the after the payment of betterment charges to the BBMP with respect to the Schedule Property and the BBMP has assigned Khatha No.368/Sy.No.3/2C & 17/2B/17/1I2/3/3A2 & 3/3C2/17/2B & 17/1I2/17/2B to the SCHEDULE PROPERTY and registered the names of the Vendors as the Khatedars

Thus Sri.D.Kantha S/o. late.Dasa Setty and Sri.Dinesh Kumar,Jain S/o. Sri.D.P.Jain sold the schedule A property, in favor of M/s. Elegant Builders and Developers, represented by its Partners Smt.V.Prabha & Others, in the manner aforesaid and subsequently khatha of the schedule A property registered in the joint names of the M/s. Elegant Builders and Developers in the revenue records of BBMP and property tax in respect of the schedule F property has been paid by them to the said authority.

Thus the SELLERS ever since the date of acquisition are in joint possession and enjoyment of the immovable Schedule A Property as absolute joint owners of the Schedule A Property without any let or hindrance from any one.

WHEREAS the SELLERS have constructed residential apartment building in the name and style **ELEGANT HERMITAGE** in the Schedule A Property with the due approval of the building plan vide LP No..BBMP/ADDL.DIR/JDSOUTH/0007/22-23 Dated 13/01/2023 issued by the Joint Director of Town planning-South , Bruhat Bangalore Mahangara Palike AND Schedule B Property is one of such Flat/Apartment constructed in Schedule A Property.

WHEREAS, the Project has been registered under the Provisions of RERA with the Real Estate Regulatory Authority of Karnataka & the Regulatory Authority has registered & granted the registration **No.PRM/KA/RERA/..... to the said Project;**

**WHEREAS**, the PURCHASER being interested to purchase the Flat Bearing **No..... , ..... Floor, Block ..... with the super built up area of ..... Sq ft., & ..... of Carpet Area & ..... sq.ft of undivided interest and one car park at stilt/ basement level No..... in Block ....., more fully described as Schedule 'B' hereunder and the SELLERS have offered to sell all the piece and parcel of the Schedule 'B' Property for a valuable sale consideration of **Rs...../-(Rupees****

..... **only**) as an absolute estate, free from all encumbrances and the PURCHASER before execution of sale deed have verified and satisfied themselves as to completion of all the work in the said Flat and its fitness for occupation and the PURCHASER have no claims against the SELLERS in respect of the Said Flat including the following:

- a. Title of the Owners to the said property and the SELLERS rights to execute this Deed of sale.
- b. Correctness of the Area of the Said Flat and the area of the car parking space.
- c. Specifications and amenities provided in the Said Flat.
- d. Quality of construction of the Said Flat and the building in which the Said Flat is situated.
- e. Electrification, Plumbing etc., in the Said Flat and in the building.
- f. Facilities and services provided in Said Flat
- g. Construction of the Said Flat and the buildings being in conformity with building plans and the specifications agreed between the parties.

AND the PURCHASER has agreed to complete the sale transaction and there being no legal impediment, this Deed of Absolute Sale is made.

**NOW THIS DEED OF ABSOLUTE SALE WITNESSTH AS FOLLOWS:**

That in consideration of sum of **Rs...../-(Rupees .....** **only**) paid by the PURCHASER in the following manner:

Rs...../-(Rupees ..... only)by way of transfer vide ref.No..... on ...../2022 from ..... &

Rs...../-(Rupees ..... only) by way of transfer vide ref.No..... on ...../2022 from ..... &

Rs...../- (Rupees ..... only) by way of ..... DD No.....,dated ..... , all being housing loan availed by PURCHASER, sanctioned by ..... Bangalore, issued & transferred in favour of SELLERS account.

The purchaser has paid 1 % of sale consideration towards Tax Deducted at Source (TDS) under Section 194-1A, & remitted to Income Tax Authorities Vide different Challan Sl.Nos. ...., dated ...../2022 , No....., dated ...../2022 dated ...../2022, all at paid at ....., Thus the SELLERS acknowledge for having received full sale consideration amount **Rs...../-(Rupees ..... only)** in full satisfaction and final settlement of this consideration and the sellers hereby sell, convey, transfer all their right title and interest in the said property and set-over the vacant possession of the scheduled B property to the PURCHASER as absolute joint owners from here on and forever.

The SELLERS having acknowledged the receipt of the full sale consideration do hereby convey, sell, transfer and assign unto the use of the PURCHASER the schedule B property with all rights, title & interest in the schedule A property of the SELLERS unto the PURCHASER for ever as ordinarily conveyed on such sale.

1. The SELLERS hereby covenant and declare that the SELLERS possess a valid right, title and interest to convey the schedule B property hereby conveyed or expressed to be conveyed unto the use of the PURCHASER in the manner aforesaid. The SELLERS hereby assures the PURCHASER that the schedule A & B properties are free from lease, encumbrances, claims, charges and demands and that the SELLERS have the absolute right, title and interest to sell the schedule B property to the PURCHASER.
2. The SELLERS and all persons claiming under them shall and will from time to time upon the request of the PURCHASER do or execute all such acts, deeds and things whatsoever for further and more particularly and perfectly assuring the said schedule B property and every part thereof unto the use of the PURCHASER and placing them in possession of the same according to the intents and meanings of these presents as shall or as may be reasonably required.
3. The SELLERS further covenant and declare that the schedule A & B property are self acquired property of the SELLERS and is free from all encumbrances, claims, charges and demands and that there are no litigations in respect of the title of the schedule A & B property and that the SELLERS have not done anything whereby the schedule A & B property may be subjected to any court attachment or lien of any

person(s) or banks, whatsoever and that there are no minor claim or claims of any other person(s) whatsoever.

4. The SELLERS hereby assures the PURCHASER that all taxes/cesses including the payment of property tax and other cess in respect of the schedule B property has been paid by them up to the date of registration of this sale deed. However, if there are any dues, the same shall be paid by the SELLERS.
5. The PURCHASER shall pay all charges/taxes/cesses from this date including the payment of property tax and other cess in respect of the schedule B property and obtain the transfer of khatha of the schedule B property in their name at their cost and expense.
6. The SELLERS hereby assures the PURCHASER that all taxes/cesses/charges together with electricity charges to BESCOM (Karnataka Electricity Board) charges in respect of the schedule A property including all arrears, up to the date of registration of sale deed, have been paid to the concerned authorities. The SELLERS have no objection to transfer the khatha, Electricity connection of the Schedule B property in the name of the PURCHASER.
7. The parties are covered by the provisions of Karnataka Apartment Ownership Act and other Acts and Rules in force.
8. The PURCHASER hereby agree and undertakes to be a member of the proposed owners association formed in future by all the PURCHASER of the flats in Schedule A property and sign and execute all applications for membership and other papers, Byelaws and documents for the same.
9. The SELLERS have this day delivered and put in constructive possession of schedule A property and actual physical vacant possession of Schedule B property to the PURCHASER, the PURCHASER hereby acknowledge of having been put in vacant possession of the schedule B property by the SELLERS.

**THE SELLERS COVENANT WITH THE PURCHASER AS FOLLOWS:**

1. That the PURCHASER shall be entitled to hold, possess and enjoy the Schedule B Property, being entitled to the rights and subjected to the obligations specified below.
2. That the SELLERS are the sole and absolute owners of the Schedule 'A' Property and they have the power to convey the Schedule B Property and that there is no impediment for this sale under any law, order, decree or contract:
3. That the title of the SELLERS to the Property hereby conveyed is good, marketable and subsisting and the Schedule A & B Properties are not subject to any encumbrances, lien mortgage, minor claims, attachments, Court or acquisition proceedings or charges of any kind:

4. That the SELLERS have this day delivered a set of photocopies of the documents of title to the PURCHASER as what is conveyed is only share in the Schedule A Property and when all the co-owners of the Schedule A Property form an association /organization, SELLERS will deliver the original documents of title to such association organization for being held for the benefit of various co-owners of the Schedule A Property.
5. That the SELLERS will do and execute all acts, deeds and things as may be required by the PURCHASER and at the cost of the PURCHASER for more fully and perfectly assuring the title of the PURCHASER to the property hereby conveyed.
6. That the SELLERS shall keep the PURCHASER indemnified and harmless against any actions or proceedings, loss or liability or cost or claims that may arise against the PURCHASER or the Property hereby conveyed by reason of any defect in or want of title on the part of SELLERS.
7. The SELLERS have delivered the possession of the flat/apartment to the PURCHASER and the PURCHASER shall be liable to pay /bear their part of the maintenance expenses of common areas etc of the building hereinafter and the SELLERS are not in any manner liable to pay the same hereinafter.

**THE PURCHASER COVENANTS WITH THE SELLERS AS UNDER:**

- (1) That the PURCHASER shall not interfere with or obstruct use of such of the exclusive and perpetual use of the Garden Area, Terrace Area and the Basement Area, the Car Parking area which may be allotted to any other PURCHASER of the Apartment in the schedule A property or the said Building.
- (2) That the PURCHASER shall be entitled to the rights and bound by the obligations imposed upon the by the SELLERS under this Deed of Sale and that the PURCHASER shall abide by all the rules and regulations imposed by the Organization/Association in regard to the Building and the Schedule 'A' Property.
- (3) That the PURCHASER from today shall regularly pay the usage charges for the maintenance of the building and the facilities therein as well as one time membership fee that is required to be paid.
- (4) That, PURCHASER shall become and remain a member of society. Association or Co-operative Society or Condominium or any Society / Association (hereinafter referred to as the "ORGANISATION") to be formed by and consisting of all the Apartment Owners in the Building for the purpose of attending to the matters of common interest, including security, repairs, maintenance, white washing, painting, etc., in respect of the Building and to maintain the passages, compound walls and all other common areas and maintenance of all

common Areas and to approve and register a deed of declaration under the Karnataka Apartment Ownership act of 1972 in order to form themselves into an association consisting of all the apartments in the building for which the Purchases shall automatically become a member and will abide by the terms of the declaration executed/to be executed by the SELLERS.

#### RIGHTS AND OBLIGATIONS OF THE PURCHASER IN REGARD TO THE SCHEDULE "A" PROPERTY:

##### (A) RIGHTS OF THE PURCHASER:

- (1) The PURCHASER shall be entitled to the apartment, more fully described in the Schedule 'B' – hereto and hereinafter referred to as the "SCHEDULE 'B' APARTMENT", in the Building constructed in the Schedule 'A' Property. subject to the terms and conditions contained in this Deed.
- (2) The PURCHASER and all persons authorized by the PURCHASER (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the staircases, passages, Lift and common areas in the Apartment Building (except the earmarked Car Parking Spaces and which shall not be construed as common areas) for ingress and egress and use, at all times and for all purposes, and shall permit others to use the same for such purposes;
- (3) The PURCHASER shall be entitled to the subjacent, lateral, vertical and horizontal support for the Schedule 'B' Apartment from the other parts of the Building;
- (4) The PURCHASER shall be entitled to have free and uninterrupted passage of Water, Gas, Electricity to the Schedule 'B' Apartment and waste/sewage etc., from the Schedule 'B' Apartment, 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 the Building constructed thereon;
- (5) The PURCHASER shall have the right to lay cables/wires/ lines for Radio, Television, Telephone/other communication installations leading to and from the Schedule 'B' Apartment.
- (6) The PURCHASER shall have the right of entry and passage for with or without workmen to the other parts of the Building for the purpose of or in projection with repairing and maintaining the Schedule 'B' Apartment and the repairing, cleaning, maintaining the water tanks, sewer lines, drains, cables, pipes and wires, leading to or from the Schedule 'B' Apartment ensuring that minimum disturbance is caused to the owners/occupiers of other Apartments, and making good any damage thereby caused;

- (7) Such of the owners who have been allotted the right of exclusive use of Parking space shall alone be entitled to the use of the earmarked Parking space, provided however that no structure shall be put up in the parking area, so allotted to them;

B) OBLIGATIONS OF THE PURCHASER:

- (1) That the PURCHASER shall not at any time carry on in the Schedule 'B' Apartment or in any part of the Schedule 'A' Property, any activity which will be a nuisance, annoyance or danger to the owners/occupiers of the other apartments.
- (2) The PURCHASER shall keep the common areas, open space, parking areas, passages, lift, staircases, lobbies etc., in the Building free from obstructions or encroachments and in a clean and orderly manner;
- (3) The PURCHASER shall reciprocate and recognize the rights of the other Apartment owners in the Building as enumerated above.
- (4) The PURCHASER shall use the Schedule 'B' Apartment only for residential purposes;
- (5) The PURCHASER shall get the Schedule 'B' Apartment assessed to property tax at her cost and shall duly and punctually pay the proportionate share of Municipal Taxes, Rates and cesses, Insurance Charges, cost of maintenance and management of the Building, towards other amenities, charges for services like water, BWSSB, Kaveri water, electricity, etc., cost of maintenance of common areas, internal pathways/roads, compound walls and for that purpose the PURCHASER agrees to regularly pay the charges as raised by them for the management of the said Building.
- (6) The PURCHASER shall keep the walls, drains, pipes and other fittings in the Schedule 'B' Apartment in good and habitable repair and condition, so as to support and protect the other parts of the Building, and carryout all works of repairs/ maintenance as may be required by the Managing Committee of the Organization;
- (7) The PURCHASER shall not make any additions/alternations to the Schedule 'B' Apartment nor make any additions or alternations to the Building, nor shall change the outside color scheme, elevation or facade of the Schedule 'B' Apartment otherwise than in a manner described by the Managing Committee of the Organization, the PURCHASER shall not subscribe to or seek the change of name of the Building which shall be **"ELEGANT HERMITAGE"**.
- (8) The PURCHASER and all persons entitled, authorized, permitted by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right, at all times, and for all purposes, to use staircases, passages and common areas in the building for ingress and egress and use in common.

- (9) The PURCHASER have the right to use along with other owners of the apartment all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the association of owners after its formation for maintenance of the entire multi-story building. Further it is clarified that the expenses relating to common areas and facilities shall be borne by actual users i.e. the apartment holders in **"ELEGANT HERMITAGE"**.
- (10) The cost towards the registration charges, purchase of stamp duty, professional charges, miscellaneous expenses incurred towards the registration of the sale deed is exclusively borne by the **PURCHASER**.

**Note:** Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

Any omissions ,mistakes in the sale deed or the schedule herein will not invalidate the sale deed.

The market values of the Schedule B Property is Rs...../-

#### **SCHEDULE 'A' PROPERTY.**

(Entire Property)

An Undeveloped immovable residential property constructed on the Amalgamated BBMP katha No....., converted Sy No.3/2C, 17/2B,3/3A2,17/112, situated at Ganakallu village,Kengeri hobli Bangalore South Taluk, measuring ..... acres OR ..... sq.ft,Bounded on

**East by: Halla and Land bearing Sy No.3/3B**

**West By: Road and remaining portion of Land bearing Sy No.17/2B**

**North by: Remaining portion of land bearing Sy No.17/2B and 3/2C**

**South by: Land Bearing Sy No.17/2A,3/2B,3/3C1 and 3/3A1**

#### **SCHEDULE "B" PROPERTY**

(Property herein conveyed)

All the piece and parcel of the immovable residential apartment/Flat bearing **No....., ..... Floor, Block ..... in the multi storied building known as "ELEGANT HERMITAGE", with Super built up area of ..... sq.ft, & ..... Sq.ft of Carpet Area & ..... sq.ft of undivided right, title and interest in schedule A property and One car park at stilt/basement level bearing No..... in Block ..... in the stilt/basement level, with bore well water, electricity and sewerage amenities together with common areas such as passages, lobbies lifts, staircase and other areas of common use etc.**

**DETAILS OF THE PROPERTY**

- |                        |   |                                                                                               |
|------------------------|---|-----------------------------------------------------------------------------------------------|
| 1. Super built up area | : | .....Sq.ft.                                                                                   |
| 2. Carpet Area         | : | ..... Sq.ft                                                                                   |
| 3. Undivided interest  | : | ..... Sq.ft                                                                                   |
| 4. Walls               | : | Cement bricks                                                                                 |
| 5. Flooring            | : | Vitrified                                                                                     |
| 6. Ceiling             | : | R.C.C                                                                                         |
| 7. Doors               | : | Polished doors of reputed brand<br>with teak wood frames for main door<br>and sal wood frames |
| 8. Windows             | : | UPVC windows                                                                                  |
| 9. Ventilators         | : | Aluminum                                                                                      |
| 10. Flat               | : | ..... floor, Flat No..... in<br><b>Block ...</b>                                              |
| 11. Amenities          | : | BWSSB, Electricity, bore well water.                                                          |

IN WITNESS WHEREOF, the SELLERS and the PURCHASER have signed and executed this Deed of Sale the day, month and year first above written in the presence of the following witnesses.

**WITNESSES & ADDRESS:**

1.

1.V.PRABHA 2.M.SUBRAMANI

3.S.N.MANJUNATH 4.S.RAJESH

5.S.JAYANTH  
for M/S.ELEGANT BUILDERS AND DEVELOPERS  
**(FIRST PARTY/SELLERS)**

.....  
**(SECOND PARTY/PURCHASER)**

Sale deed drafted on the instructions of the PURCHASER and SELLERS and having verified & being satisfied have signed the sale deed.

Drafted by:  
M.S.Manjunath  
Advocate