

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this day of
2020 at Bengaluru:

BY:

SHASHVAT POLYMERS PRIVATE LIMITED
A Company incorporated under the provisions
Of the Companies Act, having its registered
Office at No.37/12-1, Archana Complex,
4th Cross, Lalbagh Road,
Bengaluru-560 027.
(PAN No. AARCS8944H)

REPRESENTED BY ITS DIRECTOR
Mr. K.N. Surendra.

Hereinafter called as the **VENDOR** (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its, legal representatives, administrators, successors, executors, assigns, etc.) of the FIRST PART.

IN FAVOUR OF:

.....
.....
.....
.....
.....

Hereinafter called as the **PURCHASER** (which term shall whenever the context so permits or admits, mean and include his heirs, legal representatives, administrators, successors, executors, assigns, etc.) of the SECOND PART.

- I. WHEREAS, Vendor is the absolute owner and in peaceful possession and enjoyment of the Converted Land bearing Sy.No.69, measuring 01 Acre 39 Guntas, situated at Kannalli Village, Yeshawanthapura Hobli, Bengaluru North Taluk, Bengaluru, which is more fully described in the Schedule hereunder & hereinafter referred to as the **"SCHEDULE "A" PROPERTY"**. Whereas the Schedule "A" Property is acquired by the Vendor herein through the Registered Sale Certificate dated:06.11.2014, registered as document No.NGB-1-08667/2014-15, stored at C.D.No.NGBD275, dated:22.12.2014, of Book-I, registered in the office of Sub-Registrar, Rajajinagar (Nagarabhavi), Bengaluru, auctioned by State Bank of India, Stressed Assets Management Branch, 2nd Floor, Office Complex Building, SBI Local Head Office Compound No.65, St. Marks Road, Bengaluru - 01.
- II. The Schedule "A" Property is Converted for non-agricultural residential purpose vide Conversion Order dated:01.04.2016, bearing No.ALN(N.Y)SR/63/2008-09, issued by the Deputy Commissioner, Bengaluru District, Bengaluru.
- III. WHEREAS, the Vendor develop the Schedule "A" Property and formed composite residential layout in the Schedule "A" Property and has carved out sites of different dimensions in the said layout and as also provided roads amenities including Park, water, sewerage, electricity and other utilities.

- IV. WHEREAS, the Bengaluru Development Authority (BDA for brevity) being the Planning Authority has also sanctioned the residential Layout plan vide No.BDA/TPM/PRL-42/2016-17/1758/2019-20, dated:03.03.2020, and in pursuance of the same, in accordance with the said plan the Vendor has formed a residential layout in the Schedule "A" Property, which is known as **"KNS JIVANZA"**. The **Site No....., V.P. Katha No....., & E-Katha No.....**, measuring East to West:..... feet and North to South:..... feet, is one of the site so formed in accordance with the said layout plan sanctioned by the BDA and the same has been released from the BDA as per its Letter dated....., No.....
- V. WHEREAS, the said residential **Site No....., V.P. Katha No..... & E-Katha No.....**, measuring East to West:..... feet and North to South:..... feet, in all total measuring Square feet, formed in Schedule "A" Property, situated at Kannalli Village, Yeshwanthapura Hobli, Bengaluru North Taluk, Bengaluru, which is more fully described hereunder and hereinafter referred to as the **"SCHEDULE 'B' PROPERTY"**.
- VI. WHEREAS, in the above said manner the Vendor has acquired the Schedule "B" Property and have the absolute rights to convey and vest the absolute title in favour of the Purchaser. The Schedule "B" Property is free from all encumbrances, charges and liens.
- VII. WHEREAS, the Purchaser herein is in need of the Schedule "B" Property for construction of his residence and has identified the Schedule "B" Property and has approached the Vendor for purchasing the Schedule "B" Property.
- VIII. WHEREAS, the Vendor assures and represent to the Purchaser that the Schedule "B" Property is free from all encumbrances, charges, mortgages, attachments, court decrees, restrictive covenants, lis-pendens, acquisition and requisition proceedings, minor claims, maintenance claims and any other claims of whatever nature and that there are no impediments under any of the provisions of any act or law and there is no prohibition for the Vendor to alienate the Schedule "B" Property.
- IX. WHEREAS, the Vendor herein has offered to sell the Schedule "B" Property to the Purchaser herein for a total consideration Rs...../- (Rupees Only).
- X. WHEREAS, the Purchaser herein on the assurances and representations made by the Vendor has agreed to purchase the Schedule "B" Property absolutely free from all encumbrances, charges and liens whatsoever for a sum of Rs...../- (Rupees Only).
- XI. AND WHEREAS, the Vendor and the Purchaser having agreed to sell and purchase the Schedule "B" Property have reduced the terms of the Absolute Sale into writing as mentioned hereinafter.

NOW THIS ABSOLUTE SALE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the sum of Rs...../- (Rupees Only) paid by the Purchaser to the Vendor, the Vendor doth hereby transfer, grant, sell, convey, by way of ABSOLUTE SALE the Schedule "B" Property to the Purchaser TO HAVE AND TO HOLD for ever and absolutely as full and beneficial owner thereof free from all encumbrances, claims or interruptions by the Vendor or anybody claiming under it.

2. The Purchaser has paid the total sale consideration of Rs...../- (Rupees Only) to the Vendor by following manner:

- a. Rs...../- (Rupees Only) by way of cheque bearing No....., dated:....., drawn on
- b. Rs...../- (Rupees Only) by way of cheque bearing No....., dated:....., drawn on

and the Vendor has acknowledged the receipt of the same.

3. The Vendor hereby assures and covenant with the Purchaser that the Vendor has good right, title and interest to grant, convey, assign and transfer the Schedule "B" Property and every part thereof unto the Purchaser in the manner aforesaid and the Vendor has not done or knowingly suffered or been a party to or privy to anything whereby the Vendor right to convey the Schedule "B" Property hereby conveyed or any part thereof is or may be impaired, affected or encumbered in title, estate or otherwise or whereby the Vendor is in any way be hindered from selling, conveying or assigning the Schedule property to the Purchaser absolutely in the manner aforesaid and that the Purchaser shall from this date possess and peacefully enjoy the said property hereby sold and conveyed and to receive the rents and profits thereof without any interruption or disturbance what so ever by the Vendor or any person/s claiming through or in trust for the Vendor.
4. The Vendor hereby assures the Purchaser that it has not created any mortgage, charge, lien or encumbrances whatsoever on or upon the said property or any part thereof and that no attachment of any civil or revenue courts or any charge for maintenance exists on the Schedule "B" Property or any part thereof and the Vendor shall indemnify and keep indemnified the Purchaser from all such claims in respect of the Schedule "B" Property hereby sold and conveyed or any part thereof.
5. The Vendor hereby assures and undertake that it will execute or cause to be executed or do or cause to be done all such acts, deeds and things as may be required from time to time at the request and at the cost of the Purchaser, for the purpose of more effectively assuring the Purchaser, good and proper title to the Schedule "B" Property hereby sold and conveyed.
6. And the Vendor hereby declares that the tax in respect of the Schedule "B" Property has been paid up to date and that there are no arrears of tax or taxes of any kind on the Schedule "B" Property.
7. And the Vendor shall support any application preferred by the Purchaser for transferring Katha in his name in respect of the Schedule "B" Property hereby sold and shall do all such acts and deeds that may be necessary to be done for obtaining, the same in favour of the Purchaser, at the expense of the Purchaser.
8. The Vendor has this day handed over vacant possession of the Schedule "B" Property to the Purchaser.
9. The Stamp duty, registration and other charges are borne by the Purchaser alone.
10. The Vendor has delivered the required Photo Copies of the documents relating to the Schedule "B" Property to the Purchaser on this day.

11. The Schedule “B” Property is sold by the Vendor to the Purchaser subject to following conditions. The Purchaser and his successor-in-title/interest shall be bound by these conditions mentioned hereinafter.

- a) Residential house/building shall be constructed on the Schedule “B” Property strictly in accordance with the approved plan and license issued by the appropriate planning authority.
- b) The Purchaser shall not bifurcate the Schedule “B” Property into two or more units.
- c) The Purchaser shall compulsorily become a member of a common association for all site owners association to be formed for the maintenance of the common facilities in the layout and shall abide by the bye-laws, rules, regulations and such other terms and conditions of the association.
- d) The Purchaser shall bear all the expenditure, maintenance, cess, fees etc., for the proper maintenance of the common areas and facilities provided in the layout.
- e) The Purchaser shall not use the Schedule “B” Property for industrial purpose.

SCHEDULE “A” PROPERTY

All that piece & parcel of the Converted land bearing Sy.No.69, measuring 01 Acre 39 Guntas, situated at Kannalli Village, Yeshwanthapura Hobli, Bengaluru North Taluk, Bengaluru (This property has been converted for non agricultural residential purposes, vide Conversion Order dated:01.04.2016, bearing No.ALN(N.Y)SR/63/2008-09, issued by the Deputy Commissioner, Bengaluru District, Bengaluru) and bounded on the:

| | |
|----------|---|
| EAST BY | Land in Sy.No.58, 68 and Road, |
| WEST BY | Land in Sy.No.71, |
| NORTH BY | Remaining portion of the Same Sy.No.69, |
| SOUTH BY | Land in Sy.No.70. |

SCHEDULE “B” PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED)

All that piece and parcel of **Residential Site bearing No....., V.P. Katha No..... & E-Katha No.....**, measuring East to West:..... feet and North to South:..... feet, totally measuring **Square feet**, in the Layout known as **“KNS ZIVANZA”** formed as per the Layout Plan sanctioned by the Bengaluru Development Authority vide No.BDA/TPM/PRL-42/2016-17/1758/2019-20, dated:03.03.2020, formed in Schedule “A” Property, situated at Kannalli Village, Yeshawanthapura Hobli, Bengaluru North Taluk, Bengaluru and bounded on:

| | |
|----------|--|
| EAST BY | |
| WEST BY | |
| NORTH BY | |
| SOUTH BY | |

In the mutual presence of following witnesses, the parties hereto have executed and have signed this absolute sale deed and the parties hereto have set their respective hands to this deed of Absolute Sale on the day, month and year first above mentioned in the city of Bengaluru.

WITNESSES:

1)

SHASHVAT POLYMERS PRIVATE LIMITED
Represented by its Director
Mr. K.N. Surendra
VENDOR

2)

(.....)
PURCHASER