

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this day of July 2022 at Bengaluru:

BY:

M/s. MYSTIQUE SPACES PRIVATE LTD,
A company incorporated under the provisions
of the Companies Act, 2013,
having its registered office at No.1108,
13th Cross, Indiranagar, 2nd Stage,
Bengaluru – 560 038.
(PAN: AANCM5214C)

REPRESENTED BY ITS GPA HOLDER

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.,
A Company incorporated under the provisions
Of the Companies Act, having its registered
Office at No.1125/12, 1st Floor, Service Road,
Hampinagar, Vijayanagar, 2nd Stage,
Bengaluru – 560 104.
(PAN No. AADCK2086J)

REPRESENTED BY ITS DIRECTOR
Sri. K.N. Boregowda

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.

AND:

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.,
A Company incorporated under the provisions
Of the Companies Act, having its registered
Office at No.1125/12, 1st Floor, Service Road,
Hampinagar, Vijayanagar, 2nd Stage,
Bengaluru – 560 104.
(PAN No. AADCK2086J)

REPRESENTED BY ITS DIRECTOR
Sri. K.N. Boregowda

Hereinafter called as the **DEVELOPER**, (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-office, assigns, etc.) of the SECOND PART.

IN FAVOUR OF:

1.
.....
.....

2.
.....
.....

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

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No.200 (Old Sy.No.104), measuring 01 acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described in the Schedule hereunder and hereinafter referred to as **“SCHEDULE ‘A’ PROPERTY”**, having acquired the same through registered Sale Deed dated:18.09.2020, bearing document No.DNH-1-03434/2020-21, stored at C.D.No.DNHD11102, of Book-1, before the Sub- Registrar, Bengaluru Rural (Devanahalli), executed by A. Feroz Ahmed, residing at Lingadeera Gollahalli, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District.
- II. The Schedule “A” Property is converted for non-agricultural residential purpose vide Conversion Order dated:30.11.2017, bearing No.ALN(DE.KU)S.R 44(A)/2017-18, issued by Deputy Commissioner, Bengaluru Rural District.
- III. WHEREAS, the Vendor had no necessary expertise and resources for developing the Schedule “A” Property and hence entered into the Joint Development Agreement with M/s. K.N.S. INFRASTRUCTURE PVT. LTD., (Developer herein) with respect to Schedule “A” Property through Registered Joint Development Agreement dated:27.01.2022, registered as document No.DNH-1-11340/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-I, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli), wherein 52.40% of revenue from sale of saleable plots was allotted to the share of Vendor herein and 47.60% of revenue from sale of saleable plots was allotted to the share of Developer herein and to deal with the property as per JDA, Vendor herein had also executed General Power of Attorney dated:27.01.2022, registered as document No.DNH-4-00834/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-4, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli).
- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule “A” Property and form residential layout which is owned absolutely by the Vendor and formed sites in the said layout by providing various amenities including water, sewerage, electricity and other civil amenities.

- V. WHEREAS, the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) being the Planning Authority has sanctioned the residential Layout plan vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022 and in accordance with the said plan the Developer has formed a residential layout in the Schedule “A” Property which is known as **“KNS ATHARVA”**. The **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, is one of the site so formed in accordance with the said layout plan sanctioned by the Bengaluru International Airport Area Planning Authority and the same has been released from the Bengaluru International Airport Area Planning Authority as per its Letter dated:....., vide No.....
- VI. WHEREAS, the said residential **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the **“SCHEDULE ‘B’ PROPERTY”**.
- VII. WHEREAS, in the above said manner the Vendor & Developer have acquired the Schedule “B” Property and have the absolute rights to convey and vest the absolute title in favour of the Purchasers. The Schedule “B” Property is free from all encumbrances, charges and liens.
- VIII. WHEREAS, the Purchasers herein are in need of the Schedule “B” Property for construction of their residence and have identified the Schedule “B” Property and have approached the Vendor & Developer for purchasing the Schedule “B” Property.
- IX. WHEREAS, the Vendor & Developer assures and represent to the Purchasers 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 & Developer to alienate the Schedule “B” Property.
- X. WHEREAS, the Vendor & Developer herein have offered to sell the Schedule “B” Property to the Purchasers herein for a total consideration of Rs...../- (Rupees Only).

- XI. WHEREAS, the Purchasers herein on the assurances and representations made by the Vendor & Developer have agreed to purchase the Schedule "B" Property absolutely free from all encumbrances, charges and liens whatsoever for a sum of Rs...../- (Rupees Only).
- XII. AND WHEREAS, the Vendor & Developer and the Purchasers 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 Purchasers to the Vendor & Developer, the Vendor & Developer doth hereby transfer, grant, sell, convey, by way of ABSOLUTE SALE the Schedule "B" Property to the Purchasers TO HAVE AND TO HOLD forever and absolutely as full and beneficial owner thereof free from all encumbrances, claims or interruptions by the Vendor & Developer or anybody claiming under them.
2. The Purchasers have paid the total sale consideration of Rs...../- (Rupees Only) to the Vendor & Developer in the following manner:
 - a. Rs...../- (Rupees Only) through
 - b. Rs...../- (Rupees Only) through

and the Vendor & Developer have acknowledged the receipt of the same.

3. The Vendor & Developer hereby assure and covenant with the Purchasers that the Vendor & Developer have good right, title and interest to grant, convey, assign and transfer the Schedule "B" Property and every part thereof unto the Purchasers in the manner aforesaid and the Vendor & Developer have not done or knowingly suffered or been a party to or privy to anything whereby the Vendor & Developer 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 & Developer are in any way be hindered from selling, conveying or assigning the Schedule "B" Property to the Purchasers absolutely in the manner aforesaid and that the Purchasers 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 whatsoever by the Vendor & Developer or any person/s claiming through or in trust for the Vendor & Developer.
4. The Vendor & Developer hereby assure the Purchasers that they have 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 & Developer shall indemnify and keep indemnified the Purchasers from all such claims in respect of the Schedule "B" Property hereby sold and conveyed or any part thereof.
5. The Vendor & Developer hereby assure and undertake that they 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 Purchasers, for the purpose of more effectively assuring the Purchasers, good and proper title to the Schedule "B" Property hereby sold and conveyed.
6. And the Vendor & Developer hereby declare 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 & Developer shall support any application preferred by the Purchasers for transferring Katha in their names 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 Purchasers, at the expense of the Purchasers.
8. The Vendor & Developer have this day delivered and put the Purchasers in vacant possession of the Schedule "B" Property.

9. The Stamp duty, registration and other charges are borne by the Purchasers alone.
10. The Vendor & Developer have delivered the required Photo Copies of the documents relating to the Schedule “B” Property to the Purchasers on this day.
11. The Schedule “B” Property is sold by the Vendor & Developer to the Purchasers subject to following conditions. The Purchasers and their 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 Purchasers shall not bifurcate the Schedule “B” Property into two or more units.
 - c) The Purchasers 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 Purchasers 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 Purchasers shall not use the Schedule “B” Property for industrial purpose.

SCHEDULE “A” PROPERTY

All that piece and parcel of converted land bearing Sy.No.200 (Old Sy.No.104), measuring 02 acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District (This property has been converted for non-agricultural residential purpose vide Conversion Order dated:30.11.2017, bearing No.ALN(DE.KU)S.R44(A)/2017-18, issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

East by	Land in Sy.No.104,
West by	Land in Sy.No.122,
North by	Land in Sy.No.122,
South by	Land in Sy.No.100.

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

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, in the Layout known as **“KNS ATHARVA”** formed as per the Layout Plan sanctioned by the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District 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)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
GPA HOLDER OF VENDOR

2)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
DEVELOPER

(.....)

(.....)
PURCHASERS

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this day of July 2022 at Bengaluru:

BY:

M/s. MYSTIQUE SPACES PRIVATE LTD,
A company incorporated under the provisions
of the Companies Act, 2013,
having its registered office at No.1108,
13th Cross, Indiranagar, 2nd Stage,
Bengaluru – 560 038.
(PAN: AANCM5214C)

REPRESENTED BY ITS GPA HOLDER

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.,
A Company incorporated under the provisions
Of the Companies Act, having its registered
Office at No.1125/12, 1st Floor, Service Road,
Hampinagar, Vijayanagar, 2nd Stage,
Bengaluru – 560 104.
(PAN No. AADCK2086J)

REPRESENTED BY ITS DIRECTOR
Sri. K.N. Boregowda

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AND:

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REPRESENTED BY ITS DIRECTOR
Sri. K.N. Boregowda

Hereinafter called as the **DEVELOPER**, (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-office, assigns, etc.) of the SECOND PART.

IN FAVOUR OF:

1.
.....
.....

2.
.....
.....

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

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No.120, measuring 01 acre, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described in the Schedule hereunder and hereinafter referred to as **“SCHEDULE ‘A’ PROPERTY”**, having acquired the same through registered Sale Deed dated:29.07.2020, bearing document No.DNH-1-02031/2020-21, stored at C.D.No.DNHD1065, dated:30.07.2020 of Book-1, before the Sub-Registrar, Bengaluru Rural (Devanahalli), executed by A. Feroz Ahmed, residing at Lingadeera Gollahalli, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District.
- II. The Schedule “A” Property is converted for non-agricultural residential purpose vide Conversion Order dated:30.11.2017, bearing No.ALN(DE.KU)S.R 44(A)/2017-18, issued by Deputy Commissioner, Bengaluru Rural District.
- III. WHEREAS, the Vendor had no necessary expertise and resources for developing the Schedule “A” Property and hence entered into the Joint Development Agreement with M/s. K.N.S. INFRASTRUCTURE PVT. LTD., (Developer herein) with respect to Schedule “A” Property through Registered Joint Development Agreement dated:27.01.2022, registered as document No.DNH-1-11340/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-I, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli), wherein 52.40% of revenue from sale of saleable plots was allotted to the share of Vendor herein and 47.60% of revenue from sale of saleable plots was allotted to the share of Developer herein and to deal with the property as per JDA, Vendor herein had also executed General Power of Attorney dated:27.01.2022, registered as document No.DNH-4-00834/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-4, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli).
- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule “A” Property and form residential layout which is owned absolutely by the Vendor and formed sites in the said layout by providing various amenities including water, sewerage, electricity and other civil amenities.

- V. WHEREAS, the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) being the Planning Authority has sanctioned the residential Layout plan vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022 and in accordance with the said plan the Developer has formed a residential layout in the Schedule “A” Property which is known as **“KNS ATHARVA”**. The **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, is one of the site so formed in accordance with the said layout plan sanctioned by the Bengaluru International Airport Area Planning Authority and the same has been released from the Bengaluru International Airport Area Planning Authority as per its Letter dated:....., vide No.....
- VI. WHEREAS, the said residential **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the **“SCHEDULE ‘B’ PROPERTY”**.
- VII. WHEREAS, in the above said manner the Vendor & Developer have acquired the Schedule “B” Property and have the absolute rights to convey and vest the absolute title in favour of the Purchasers. The Schedule “B” Property is free from all encumbrances, charges and liens.
- VIII. WHEREAS, the Purchasers herein are in need of the Schedule “B” Property for construction of their residence and have identified the Schedule “B” Property and have approached the Vendor & Developer for purchasing the Schedule “B” Property.
- IX. WHEREAS, the Vendor & Developer assures and represent to the Purchasers 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 & Developer to alienate the Schedule “B” Property.
- X. WHEREAS, the Vendor & Developer herein have offered to sell the Schedule “B” Property to the Purchasers herein for a total consideration of Rs...../- (Rupees Only).

- XI. WHEREAS, the Purchasers herein on the assurances and representations made by the Vendor & Developer have agreed to purchase the Schedule "B" Property absolutely free from all encumbrances, charges and liens whatsoever for a sum of Rs...../- (Rupees Only).
- XII. AND WHEREAS, the Vendor & Developer and the Purchasers 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 Purchasers to the Vendor & Developer, the Vendor & Developer doth hereby transfer, grant, sell, convey, by way of ABSOLUTE SALE the Schedule "B" Property to the Purchasers TO HAVE AND TO HOLD forever and absolutely as full and beneficial owner thereof free from all encumbrances, claims or interruptions by the Vendor & Developer or anybody claiming under them.
2. The Purchasers have paid the total sale consideration of Rs...../- (Rupees Only) to the Vendor & Developer in the following manner:
 - a. Rs...../- (Rupees Only) through
 - b. Rs...../- (Rupees Only) throughand the Vendor & Developer have acknowledged the receipt of the same.
3. The Vendor & Developer hereby assure and covenant with the Purchasers that the Vendor & Developer have good right, title and interest to grant, convey, assign and transfer the Schedule "B" Property and every part thereof unto the Purchasers in the manner aforesaid and the Vendor & Developer have not done or knowingly suffered or been a party to or privy to anything whereby the Vendor & Developer 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 & Developer are in any way be hindered from selling, conveying or assigning the Schedule "B" Property to the Purchasers absolutely in the manner aforesaid and that the Purchasers 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 whatsoever by the Vendor & Developer or any person/s claiming through or in trust for the Vendor & Developer.

4. The Vendor & Developer hereby assure the Purchasers that they have 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 & Developer shall indemnify and keep indemnified the Purchasers from all such claims in respect of the Schedule "B" Property hereby sold and conveyed or any part thereof.
5. The Vendor & Developer hereby assure and undertake that they 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 Purchasers, for the purpose of more effectively assuring the Purchasers, good and proper title to the Schedule "B" Property hereby sold and conveyed.
6. And the Vendor & Developer hereby declare 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 & Developer shall support any application preferred by the Purchasers for transferring Katha in their names 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 Purchasers, at the expense of the Purchasers.
8. The Vendor & Developer have this day delivered and put the Purchasers in vacant possession of the Schedule "B" Property.
9. The Stamp duty, registration and other charges are borne by the Purchasers alone.
10. The Vendor & Developer have delivered the required Photo Copies of the documents relating to the Schedule "B" Property to the Purchasers on this day.
11. The Schedule "B" Property is sold by the Vendor & Developer to the Purchasers subject to following conditions. The Purchasers and their 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 Purchasers shall not bifurcate the Schedule “B” Property into two or more units.
- c) The Purchasers 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 Purchasers 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 Purchasers shall not use the Schedule “B” Property for industrial purpose.

SCHEDULE “A” PROPERTY

All that piece and parcel of converted land bearing Sy.No.120, measuring 01 acre, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District (This property has been converted for non-agricultural residential purpose vide Conversion Order dated:30.11.2017, bearing No.ALN(DE.KU)S.R44(A)/2017-18, issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

East by	Land in Sy.No.121,
West by	Road,
North by	Lingadheera Gollahalli Border,
South by	Land in Sy.No.99.

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

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, in the Layout known as **“KNS ATHARVA”** formed as per the Layout Plan sanctioned by the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District 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)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
GPA HOLDER OF VENDOR

2)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
DEVELOPER

(.....)

(.....)
PURCHASERS

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this day of July 2022 at Bengaluru:

BY:

M/s. MYSTIQUE SPACES PRIVATE LTD,
A company incorporated under the provisions
of the Companies Act, 2013,
having its registered office at No.1108,
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(PAN: AANCM5214C)

REPRESENTED BY ITS GPA HOLDER

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.,
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IN FAVOUR OF:

1.
.....
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2.
.....
.....

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

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No.121, measuring 02 acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described in the Schedule hereunder and hereinafter referred to as **“SCHEDULE ‘A’ PROPERTY”**, having acquired the same through registered Sale Deed dated:14.06.2021, bearing document No.DNH-1-01181/2021-22, stored at C.D.No.DNHD1280, of Book-1, before the Sub- Registrar, Bengaluru Rural (Devanahalli), executed by Sri. Munishamappa & others, represented by their GPA holder A. Feroz Ahmed residing at Lingadeera Gollahalli, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District.
- II. The Schedule “A” Property is converted for non-agricultural residential-layout purpose vide Conversion Order dated:06.08.2019, bearing No.DMD39802A97FBBC0, issued by Deputy Commissioner, Bengaluru Rural District.
- III. WHEREAS, the Vendor had no necessary expertise and resources for developing the Schedule “A” Property and hence entered into the Joint Development Agreement with M/s. K.N.S. INFRASTRUCTURE PVT. LTD., (Developer herein) with respect to Schedule “A” Property through Registered Joint Development Agreement dated:27.01.2022, registered as document No.DNH-1-11340/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-I, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli), wherein 52.40% of revenue from sale of saleable plots was allotted to the share of Vendor herein and 47.60% of revenue from sale of saleable plots was allotted to the share of Developer herein and to deal with the property as per JDA, Vendor herein had also executed General Power of Attorney dated:27.01.2022, registered as document No.DNH-4-00834/2021-22, stored at C.D.No.DNHD1470, dated:18.02.2022 of Book-4, registered in the office of the Sub-Registrar, Bengaluru Rural (Devanahalli).
- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule “A” Property and form residential layout which is owned absolutely by the Vendor and formed sites in the said layout by providing various amenities including water, sewerage, electricity and other civil amenities.

- V. WHEREAS, the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) being the Planning Authority has sanctioned the residential Layout plan vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022 and in accordance with the said plan the Developer has formed a residential layout in the Schedule “A” Property which is known as **“KNS ATHARVA”**. The **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, is one of the site so formed in accordance with the said layout plan sanctioned by the Bengaluru International Airport Area Planning Authority and the same has been released from the Bengaluru International Airport Area Planning Authority as per its Letter dated:....., vide No.....
- VI. WHEREAS, the said residential **Site No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the **“SCHEDULE ‘B’ PROPERTY”**.
- VII. WHEREAS, in the above said manner the Vendor & Developer have acquired the Schedule “B” Property and have the absolute rights to convey and vest the absolute title in favour of the Purchasers. The Schedule “B” Property is free from all encumbrances, charges and liens.
- VIII. WHEREAS, the Purchasers herein are in need of the Schedule “B” Property for construction of their residence and have identified the Schedule “B” Property and have approached the Vendor & Developer for purchasing the Schedule “B” Property.
- IX. WHEREAS, the Vendor & Developer assures and represent to the Purchasers 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 & Developer to alienate the Schedule “B” Property.
- X. WHEREAS, the Vendor & Developer herein have offered to sell the Schedule “B” Property to the Purchasers herein for a total consideration of Rs...../- (Rupees Only).

- XI. WHEREAS, the Purchasers herein on the assurances and representations made by the Vendor & Developer have agreed to purchase the Schedule "B" Property absolutely free from all encumbrances, charges and liens whatsoever for a sum of Rs...../- (Rupees Only).
- XII. AND WHEREAS, the Vendor & Developer and the Purchasers 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 Purchasers to the Vendor & Developer, the Vendor & Developer doth hereby transfer, grant, sell, convey, by way of ABSOLUTE SALE the Schedule "B" Property to the Purchasers TO HAVE AND TO HOLD forever and absolutely as full and beneficial owner thereof free from all encumbrances, claims or interruptions by the Vendor & Developer or anybody claiming under them.
2. The Purchasers have paid the total sale consideration of Rs...../- (Rupees Only) to the Vendor & Developer in the following manner:
 - a. Rs...../- (Rupees Only) through
 - b. Rs...../- (Rupees Only) throughand the Vendor & Developer have acknowledged the receipt of the same.
3. The Vendor & Developer hereby assure and covenant with the Purchasers that the Vendor & Developer have good right, title and interest to grant, convey, assign and transfer the Schedule "B" Property and every part thereof unto the Purchasers in the manner aforesaid and the Vendor & Developer have not done or knowingly suffered or been a party to or privy to anything whereby the Vendor & Developer 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 & Developer are in any way be hindered from selling, conveying or assigning the Schedule "B" Property to the Purchasers absolutely in the manner aforesaid and that the Purchasers 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 whatsoever by the Vendor & Developer or any person/s claiming through or in trust for the Vendor & Developer.

4. The Vendor & Developer hereby assure the Purchasers that they have 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 & Developer shall indemnify and keep indemnified the Purchasers from all such claims in respect of the Schedule "B" Property hereby sold and conveyed or any part thereof.
5. The Vendor & Developer hereby assure and undertake that they 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 Purchasers, for the purpose of more effectively assuring the Purchasers, good and proper title to the Schedule "B" Property hereby sold and conveyed.
6. And the Vendor & Developer hereby declare 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 & Developer shall support any application preferred by the Purchasers for transferring Katha in their names 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 Purchasers, at the expense of the Purchasers.
8. The Vendor & Developer have this day delivered and put the Purchasers in vacant possession of the Schedule "B" Property.
9. The Stamp duty, registration and other charges are borne by the Purchasers alone.
10. The Vendor & Developer have delivered the required Photo Copies of the documents relating to the Schedule "B" Property to the Purchasers on this day.
11. The Schedule "B" Property is sold by the Vendor & Developer to the Purchasers subject to following conditions. The Purchasers and their 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 Purchasers shall not bifurcate the Schedule “B” Property into two or more units.
- c) The Purchasers 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 Purchasers 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 Purchasers shall not use the Schedule “B” Property for industrial purpose.

SCHEDULE “A” PROPERTY

All that piece and parcel of converted land bearing Sy.No.121, measuring 02 acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District (This property has been converted for non-agricultural residential-layout purpose vide Conversion Order dated:06.08.2019, bearing No.DMD39802A97FBBC0, issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

East by	Land in Sy.No.122,
West by	Land in Sy.No.120,
North by	Land in Sy.Nos.123 & 124,
South by	Land in Sy.No.99.

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

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, in the Layout known as **“KNS ATHARVA”** formed as per the Layout Plan sanctioned by the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District 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)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
GPA HOLDER OF VENDOR

2)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director,
Sri. K.N. Boregowda
DEVELOPER

(.....)

(.....)
PURCHASERS

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this day of July 2022 at Bengaluru:

BY:

M/s. MYSTIQUE SPACES PRIVATE LTD,
A company incorporated under the provisions
of the Companies Act, 2013,
having its registered office at No.1108,
13th Cross, Indiranagar, 2nd Stage,
Bengaluru – 560 038.
(PAN: AANCM5214C)

REPRESENTED BY ITS DIRECTOR

.....

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:

1.
.....
.....

2.
.....
.....

Hereinafter called as the **PURCHASERS** (which term shall whenever the context so permits or admits, mean and include their 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.122, measuring 02 Acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, which is more fully described in the Schedule hereunder and hereinafter referred to as **“SCHEDULE ‘A’ PROPERTY”**, having acquired the same through registered Sale Deed dated:29.07.2020, bearing document No.DNH-1-02034/2020-21, stored at C.D.No.DNHD1065, dated:30.07.2020 of Book-1, before the Sub- Registrar, Bengaluru Rural (Devanahalli), executed by A. Feroz Ahmed, residing at Lingadeera Gollahalli, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural Dist.
- II. The Schedule “A” Property is converted for non-agricultural residential purpose vide Conversion Order dated:06.08.2019, bearing No.DMD39802A99F3359, issued by Deputy Commissioner, Bengaluru Rural District.

- III. WHEREAS, the Vendor has developed the Schedule "A" Property and formed composite residential layout in the Schedule "A" Property and along with other Properties and has carved out sites of different dimensions in the said layout and has also provided roads amenities including Park, water, sewerage, electricity and other utilities.
- IV. WHEREAS, the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) being the Planning Authority has sanctioned the residential Layout plan vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022. and in accordance with the said plan the Vendor has formed a residential layout in the Schedule "A" Property along with other properties which is known as **"KNS ATHARVA"**. The **Site No....., V. P. Katha No..... & E-Katha No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter is one of the sites so formed in accordance with the said layout plan sanctioned by the Bengaluru International Airport Area Planning Authority and the same has been released from the Bengaluru International Airport Area Planning Authority as per its Letter dated:....., No.....
- V. WHEREAS, the said residential **Site No....., V. P. Katha No..... & E-Katha No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, formed in Sy.No.113/2 (that is the Schedule "A" Property), situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District, 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 PURCHASERS. The Schedule "B" Property is free from all encumbrances, charges and liens.
- VII. WHEREAS, the Purchasers herein are in need of the Schedule "B" Property for construction of their residence and have identified the Schedule "B" Property and have approached the VENDOR for purchasing the Schedule "B" Property.
- VIII. WHEREAS, the Vendor assures and represent to the Purchasers 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 Purchasers herein for a total consideration of Rs...../- (Rupees Only).
- X. WHEREAS, the Purchasers herein on the assurances and representations made by the Vendor have 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 Purchasers 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 Purchasers to the Vendor, the Vendor do hereby transfer, grant, sell, convey, by way of Absolute Sale the Schedule "B" Property to the PURCHASERS TO HAVE AND TO HOLD forever 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 Purchasers have paid the total sale consideration of Rs...../- (Rupees Only) to the Vendor in the following manner:
 - a. Rs...../- (Rupees Only).
 - b. Rs...../- (Rupees Only).and the Vendor has acknowledged the receipt of the same.
3. The Vendor hereby assures and covenant with the Purchasers 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 Purchasers 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 Purchasers absolutely in the manner aforesaid and that the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers, for the purpose of more effectively assuring the Purchasers, 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 Purchasers for transferring Katha in their 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 Purchasers, at the expense of the Purchasers.

8. The Vendor has this day handed over vacant possession of the Schedule “B” Property to the Purchasers.
9. The Stamp duty, registration and other charges are borne by the Purchasers alone.
10. The Vendor has delivered the required Photo Copies of the documents relating to the Schedule “B” Property to the Purchasers on this day.
11. The Schedule “B” Property is sold by the Vendor to the Purchasers subject to following conditions. The Purchasers and their 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 Purchasers shall not bifurcate the Schedule “B” Property into two or more units.
 - c) The Purchasers 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 Purchasers 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 Purchasers shall not use the Schedule “B” Property for any industrial purpose.

SCHEDULE “A” PROPERTY

All that piece and parcel of converted land bearing Sy.No.122, measuring 02 acres, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District (This property has been converted for non-agricultural residential purpose vide Conversion Order dated:06.08.2019, bearing No.DMD39802A99F3359, issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

East by	Land in Sy.No.121,
West by	Road,
North by	Lingadheera Gollahalli Border,
South by	Land in Sy.No.99.

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

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... meter and North to South:..... meter, totally measuring square meter, in the Layout known as **“KNS ATHARVA”** formed as per the Layout Plan sanctioned by the Bengaluru International Airport Area Planning Authority (BIAAPA for brevity) vide No.BIAAPA/TP/02/LAO/79/2020-21, dated:07.06.2022, formed in Schedule “A” Property, situated at Doddacheemanahalli Village, Kundana Hobli, Devanahalli Taluk, Bengaluru Rural District 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)

M/s. MYSTIQUE SPACES PRIVATE LTD.
Represented by its Director

.....

VENDOR

2)

(.....)

(.....)

PURCHASERS