THIS DEED OF ABSOLUTE SALE is made and executed on this ..... day of June 2021 at Doddaballapura:

### BY:

### SRI. N. M. MUDDAPPA

Aged about 44 years S/o. late Mr. N. S. Muthanna, R/at No. 3, 8th Cross, Behind Green Country Public School, Opp. Sahakar Nagar Gate, Amrutha Nagar, Sector-A, Bengaluru – 560092

REPRESENTED BY HIS GPA HOLDER

#### MANOJIVA PROPERTIES LLP

Having its registered office at No.1125/12, 1<sup>st</sup> Floor, Service Road, Hampinagar, Vijayanagar 2<sup>nd</sup> Stage, Bengaluru – 560 104. (PAN No. ABKFM4550G)

REPRESENTED BY ITS PARTNER 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 his, legal representatives, administrators, successors, executors, assigns, etc.) of the FIRST PART.

### AND:

## **MANOJIVA PROPERTIES LLP**

Having its registered office at No.1125/12, 1st Floor, Service Road, Hampinagar, Vijayanagar 2nd Stage, Bengaluru – 560 104. (PAN No. ABKFM4550G)

REPRESENTED BY ITS PARTNER Mr. K.N. Surendra

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:

Aged about years,
S/o,
R/at No
(PAN No)

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No.71/2, measuring 01 acre 15 guntas (+) 01 gunta "A" kharab, totally measuring 01 acre 16 guntas, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura 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:16.05.2013, document bearing No.DBP-101155/2013-14, stored at CD No.DBPD294 of Book-I, registered in the office of the Sub-Registrar, Doddaballapura, from its erstwhile owner Sri. Srinivasalu Reddy S/o. K. Raghava Reddy, residing at No.90, 1st Floor, G. Block, Sahakar Nagar, Bengaluru 560 092.
- II. The Schedule "A" Property is converted for non-agricultural residential purpose vide conversion order dated:23.03.2020, bearing No.152609, 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 has entered into the Joint Development Agreement with Manojiva Properties LLP (Developer herein) with respect to Schedule "A" Property through Registered Joint Development Agreement dated:12.09.2019, registered as document No.DBP-1-07088/2019-20, stored at C.D.No.DBPD643, dated:13.09.2019 of Book-I, registered in the office of the Sub-Registrar, Doddaballapura. Whereas, the Vendor had also executed General Power of Attorney dated:12.09.2019, registered as document No.DBP-4-00247/2019-20, stored at C.D.No.DBPD643 of Book-4, registered in the office of the Sub-Registrar, Doddaballapura.
- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule "A" Property along with the other properties and form residential layout which is owned absolutely by the Vendor and form sites in the said layout, formation of Roads, by providing various amenities including water, sewerage, electricity and other civil amenities.
- V. WHEREAS, the Doddaballapura Planning Authority (a wing of BMRDA) being the sanctioned residential Authority has the lavout plan No.DPA/TP/LAO/13/2020-21, dated:21.06.2021 and in accordance with the said plan the Developer has formed a residential layout in the Schedule "A" Property along with other properties which is known as "KNS FRESCO". 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 site so formed in accordance with the said layout plan sanctioned by the Doddaballapura Planning Authority and the same has released from the Doddaballapura Planning Authority as per its Letter dated:..... No.....
- VI. WHEREAS, the Vendor and Developer herein have entered into a Site Sharing Agreement dated:....., wherein the Vendor and Developer herein have shared the Sites formed in the Schedule "A" Property and as per the terms of the said Sharing Agreement, the Schedule "B" Property herein has fallen to the share of the Developer herein.

VII.	WHEREAS, the said residential <b>Site bearing No, V.P. Katha No &amp; E-Katha No,</b> measuring East to West: meter and North to South: meter, totally measuring square meter, formed in Schedule "A" Property, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the <b>"SCHEDULE "B" PROPERTY"</b> .
VIII.	WHEREAS, in the above said manner the Developer 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.
IX.	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 Developer for purchasing the Schedule "B" Property.
X.	WHEREAS, the Vendor & Developer 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 Developer to alienate the Schedule "B" Property.
XI.	WHEREAS, the Developer herein has offered to sell the Schedule "B" Property to the Purchaser herein for a total consideration of Rs/- (Rupees
XII.	WHEREAS, the Purchaser herein on the assurances and representations made by the Developer has agreed to purchase the Schedule "B" Property absolutely free from all encumbrances, charges and liens whatsoever for a sum of Rs/- (Rupees
XIII.	AND WHEREAS, the Vendor, Developer 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.
<u>NOV</u>	W THIS ABSOLUTE SALE DEED WITNESSETH AS FOLLOWS:
P co H fr	n consideration of the sum of Rs/- (Rupees Only) paid by the turchaser to the Developer, the Vendor & Developer doth hereby transfer, grant, sell, onvey, by way of ABSOLUTE SALE the Schedule "B" Property to the Purchaser TO IAVE AND TO HOLD forever and absolutely as full and beneficial owner thereof free rom all encumbrances, claims or interruptions by the Developer or anybody claiming inder it.
	he Purchaser has paid the total sale consideration of Rs/- (Rupees Only) to the Developer in the 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 Developer has acknowledged the receipt of the same.

- 3. The Vendor & Developer hereby assures and covenant with the Purchaser 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 Purchaser 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 & Developers are in any way be hindered from selling, conveying or assigning the Schedule "B" 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 whatsoever by the Vendor or any person/s claiming through or in trust for the Vendor & Developer.
- 4. The Vendor & Developer hereby assure the Purchaser 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 Purchaser 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 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 & 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 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 & Developer have this day delivered and put the Purchaser in vacant possession of the Schedule "B" Property.
- 9. The Stamp duty, registration and other charges are borne by the Purchaser alone.
- 10. The Vendor & Developer have 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 & Developer 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.

All that piece and parcel of converted land bearing Sy.No.71/2, measuring 01 acre 15 guntas (+) 01 gunta "A" Kharab, totally measuring 01 acre 16 guntas, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura Taluk, Bengaluru Rural District (This property has been converted for non agricultural residential purposes, vide Conversion Order dated:23.03.2020, bearing No.152609, issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

EAST BY	Nellukunte Village Boundary & Land in Sy.No.71/3,
WEST BY	Land in Sy.Nos.71/6, 71/7, 71/14 & 72,
NORTH BY	Land in Sy.Nos.71/12, 71/7, 71/14 & 71/13,
SOUTH BY	Land in Sy.Nos.71/3 & 7.

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

(PROPERTY CONVEYED UNDER THIS DEED)

A11	that	piece	and	parcel	of	Residential	Site	bearing	No	,	V.P.	Katha
No.	• • • • • • • •	&	E-K	atha N	o	••••••	measi	aring Eas	t to V	West:		meter
and	Nort	h to S	outh:		met	er, totally r	neasur	ing	s	square r	neter,	in the
layo	out kr	nown a	ıs <b>"K</b>	NS FRI	ESCO	<b>)"</b> formed a	s per	the Layou	it Plai	n sanct	ioned	by the
Doc	ldabal	lapura	I	Plannin	g	Authority	vide	e No.l	DPA/T	P/LAO/	13/20	20-21,
date	ed:21.	06.202	1, for	rmed ir	n Sy	.No.71/2 (S	chedul	e "A" Pro	perty)	, situat	ed at	Dodda
Tun	nkur	Village	Mad	hure H	obli,	Doddaballa	pura T	aluk, Ber	igalur	u Rural	Distri	ct and
bou	nded	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:	:
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1)

MANOJIVA PROPERTIES LLP Represented by its Partner Mr. K.N. Surendra GPA HOLDER OF VENDOR

2)

MANOJIVA PROPERTIES LLP Represented by its Partner Mr. K.N. Surendra **DEVELOPER** 

THIS DEED OF ABSOLUTE SALE is made and executed on this ..... day of June 2021 at Doddaballapura:

### BY:

#### SRI. N. M. MUDDAPPA

Aged about 44 years S/o. late Mr. N. S. Muthanna, R/at No. 3, 8<sup>th</sup> Cross, Behind Green Country Public School, Opp. Sahakar Nagar Gate, Amrutha Nagar, Sector-A, Bengaluru – 560092

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

## **IN FAVOUR OF:**

Aged about years,
S/o,
R/at No
•••••
(PAN No)

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No....., measuring ....... situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura 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:....., document bearing No....., stored at CD No....... of Book-I, registered in the office of the Sub-Registrar, Doddaballapura, from its erstwhile owner Sri........
- II. The Schedule "A" Property is converted for non-agricultural residential purpose vide conversion order dated:....., bearing No....., 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 has entered into the Joint Development Agreement with Manojiva Properties LLP (Developer) with respect to Schedule "A" Property through Registered Joint Development Agreement dated:......, registered as document No....., stored at C.D.No...., dated:..... of Book-I, registered in the office of the Sub-Registrar, Doddaballapura. Whereas, the Vendor had also executed General Power of Attorney dated:....., registered as document No....., stored at C.D.No...... of Book-4, registered in the office of the Sub-Registrar, Doddaballapura.

- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule "A" Property along with the other properties and form residential layout which is owned absolutely by the Vendor and form sites in the said layout, formation of Roads, by providing various amenities including water, sewerage, electricity and other civil amenities.
- V. WHEREAS, the Doddaballapura Planning Authority (a wing of BMRDA) being the lanning Authority has sanctioned the residential lavout No.DPA/TP/LAO/13/2020-21, dated:21.06.2021 and in accordance with the said plan the Developer has formed a residential layout in the Schedule "A" Property along with other properties which is known as "KNS FRESCO". 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 site so formed in accordance with the said layout plan sanctioned by the Doddaballapura Planning Authority and the same has released from the Doddaballapura Planning Authority as per its Letter dated:.....No.....
- VI. WHEREAS, the Vendor and Developer have entered into a Site Sharing Agreement dated:....., wherein the Vendor and Developer have shared the Sites formed in the Schedule "A" Property and as per the terms of the said Sharing Agreement, the Schedule "B" Property herein has fallen to the share of the Vendor herein.
- VII. WHEREAS, the said residential **Site bearing No......, V.P. Katha No............. & E-Katha No.......,** measuring East to West:............ meter and North to South:........... meter, totally measuring ............. square meter, formed in Schedule "A" Property, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the **"SCHEDULE "B" PROPERTY"**.
- VIII. 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.
  - IX. 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 Developer for purchasing the Schedule "B" Property.
  - X. 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 Developer to alienate the Schedule "B" Property.
- XII. 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).

XIII. 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 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 Purchaser has paid the total sale consideration of Rs...../- (Rupees ....... Only) to the Vendor in the following manner:
  - a. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:..., drawn on .....
  - b. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:...., drawn on .....

and the Vendor has acknowledged the receipt of the same.

- 3. The Vendor hereby assure 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 "B" 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 whatsoever by the Vendor or any person/s claiming through or in trust for the Vendor.
- 4. The Vendor hereby assure 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 assure 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 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 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 delivered and put the Purchaser in vacant possession of the Schedule "B" Property.
- 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.

All that piece and parcel of converted land bearing Sy.No, measuring
, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapur
Taluk, Bengaluru Rural District (This property has been converted for non agriculture
residential purposes, vide Conversion Order dated:, bearing No
issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

EAST BY	
WEST BY	
NORTH BY	
SOUTH BY	

SCHEDULE "B" PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED)

All that piece					
No & and North to So					
layout known a			_	-	·
Doddaballapura	Planning	Authority	vide No	DPA/TP/LAO	/13/2020-21,
dated:21.06.202					
Tumkur Village, bounded on:	Madhure Hobli	, Doddaballap	ura Taluk, B	engaluru Rura	District and
bounded on.					
EAST BY					
WEST BY					
NORTH BY					
SOUTH BY					
Bengaluru.  WITNESSES:					
1)					
·				(N.M. MUDDA	,
				VENDOR	<u> </u>
2)					
2)					
				PURCHASE	)
				FURCHASE	ZK

THIS DEED OF ABSOLUTE SALE is made and executed on this ..... day of June 2021 at Doddaballapura:

### BY:

#### SRI. N. M. MUTHAPPA

Aged about 44 years S/o. late Mr. N. S. Muthanna, R/at No. 3, 8<sup>th</sup> Cross, Behind Green Country Public School, Opp. Sahakar Nagar Gate, Amrutha Nagar, Sector-A, Bengaluru – 560092

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- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule "A" Property along with the other properties and form residential layout which is owned absolutely by the Vendor and form sites in the said layout, formation of Roads, by providing various amenities including water, sewerage, electricity and other civil amenities.
- V. WHEREAS, the Doddaballapura Planning Authority (a wing of BMRDA) being the lanning Authority has sanctioned the residential lavout No.DPA/TP/LAO/13/2020-21, dated:21.06.2021 and in accordance with the said plan the Developer has formed a residential layout in the Schedule "A" Property along with other properties which is known as "KNS FRESCO". 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 site so formed in accordance with the said layout plan sanctioned by the Doddaballapura Planning Authority and the same has released from the Doddaballapura Planning Authority as per its Letter dated:.....No.....
- VI. WHEREAS, the Vendor and Developer have entered into a Site Sharing Agreement dated:....., wherein the Vendor and Developer have shared the Sites formed in the Schedule "A" Property and as per the terms of the said Sharing Agreement, the Schedule "B" Property herein has fallen to the share of the Vendor herein.
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- VIII. 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.
  - IX. 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 Developer for purchasing the Schedule "B" Property.
  - X. 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 Developer to alienate the Schedule "B" Property.
- XII. 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).

XIII. 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 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 Purchaser has paid the total sale consideration of Rs...../- (Rupees ....... Only) to the Vendor in the following manner:
  - a. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:..., drawn on .....
  - b. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:...., drawn on .....

and the Vendor has acknowledged the receipt of the same.

- 3. The Vendor hereby assure 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 "B" 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 whatsoever by the Vendor or any person/s claiming through or in trust for the Vendor.
- 4. The Vendor hereby assure 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 assure 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 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 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 delivered and put the Purchaser in vacant possession of the Schedule "B" Property.
- 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.

All that piece and parcel of converted land bearing Sy.No, measuring
, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapur
Taluk, Bengaluru Rural District (This property has been converted for non agriculture
residential purposes, vide Conversion Order dated:, bearing No
issued by Deputy Commissioner, Bengaluru Rural District) and bounded on:

EAST BY	
WEST BY	
NORTH BY	
SOUTH BY	

SCHEDULE "B" PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED)

All that piece					
and North to So layout known as	outh: me	eter, totally m	easuring	square	meter, in the
Doddaballapura	Planning	Authority	vide No	o.DPA/TP/LAO	/13/2020-21,
dated:21.06.202		,		2 0,	
Tumkur Village, bounded on:	madnure Hoon	, Doddabanar	oura Taluk, B	engaluru Kural	District and
EAST BY					
WEST BY					
NORTH BY					
SOUTH BY					
this deed of Abso Bengaluru. <b>WITNESSES:</b>	lute Sale on the	day, month a	nd year first a	bove mentioned	l in the city of
1)				(N.M. MUTHA <b>VENDOR</b>	,
<b>a</b> ,					
2)					
				(PURCHASE	) E <b>R</b>

THIS DEED OF ABSOLUTE SALE is made and executed on this ..... day of June 2021 at Doddaballapura:

### BY:

## SRI. B. THIRUPATHI REDDY @ THIRUPATHI REDDY BHAVANAM

Aged about 73 years S/o. B. Narayana Reddy, R/at No.9-7-146, Maruthi Nagar, Champapet, Hyderabad-500 079, Andra Pradesh.

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

## **IN FAVOUR OF:**

•••••
Aged about years,
S/o, R/at No
(PAN No

- I. WHEREAS, the Vendor is the absolute owner in peaceful possession and enjoyment of the converted land bearing Sy.No......, measuring ........... situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura 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:....., document bearing No....., stored at CD No....... of Book-I, registered in the office of the Sub-Registrar, Doddaballapura, from its erstwhile owner Sri. ..........
- II. The Schedule "A" Property is converted for non-agricultural residential purpose vide conversion order dated:....., bearing No....., 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 has entered into the Joint Development Agreement with Manojiva Properties LLP (Developer) with respect to Schedule "A" Property through Registered Joint Development Agreement dated:......, registered as document No....., stored at C.D.No...., dated:..... of Book-I, registered in the office of the Sub-Registrar, Doddaballapura. Whereas, the Vendor had also executed General Power of Attorney dated:....., registered as document No....., stored at C.D.No...... of Book-4, registered in the office of the Sub-Registrar, Doddaballapura.

- IV. As per the terms and conditions of the said Joint Development Agreement, the Developer is entitled to develop the Schedule "A" Property along with the other properties and form residential layout which is owned absolutely by the Vendor and form sites in the said layout, formation of Roads, by providing various amenities including water, sewerage, electricity and other civil amenities.
- V. WHEREAS, the Doddaballapura Planning Authority (a wing of BMRDA) being the lanning Authority has sanctioned the residential lavout No.DPA/TP/LAO/13/2020-21, dated:21.06.2021 and in accordance with the said plan the Developer has formed a residential layout in the Schedule "A" Property along with other properties which is known as "KNS FRESCO". 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 site so formed in accordance with the said layout plan sanctioned by the Doddaballapura Planning Authority and the same has released from the Doddaballapura Planning Authority as per its Letter dated:.....No.....
- VI. WHEREAS, the Vendor and Developer have entered into a Site Sharing Agreement dated:....., wherein the Vendor and Developer have shared the Sites formed in the Schedule "A" Property and as per the terms of the said Sharing Agreement, the Schedule "B" Property herein has fallen to the share of the Vendor herein.
- VII. WHEREAS, the said residential **Site bearing No......., V.P. Katha No............. & E-Katha No...........,** measuring East to West:........... meter and North to South:.......... meter, totally measuring ............ square meter, formed in Schedule "A" Property, situated at Dodda Tumkur Village, Madhure Hobli, Doddaballapura Taluk, Bengaluru Rural District, which is more fully described hereunder and hereinafter referred to as the **"SCHEDULE "B" PROPERTY"**.
- VIII. 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.
  - IX. 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 Developer for purchasing the Schedule "B" Property.
  - X. 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 Developer to alienate the Schedule "B" Property.
- XII. 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).

XIII. 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 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 Purchaser has paid the total sale consideration of Rs...../- (Rupees ....... Only) to the Vendor in the following manner:
  - a. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:...., drawn on ......
  - b. Rs...../- (Rupees ...... Only) to the Vendor by way of cheque bearing No....., dated:...., drawn on .....

and the Vendor has acknowledged the receipt of the same.

- 3. The Vendor hereby assure 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 "B" 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 whatsoever by the Vendor or any person/s claiming through or in trust for the Vendor.
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- 6. And the Vendor 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.

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EAST BY	
WEST BY	
NORTH BY	
SOUTH BY	

SCHEDULE "B" PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED)

-	and parcel of I			_	•	
	E-Katha No					
	outh: mete					
	s <b>"KNS FRESCO</b> " Planning	" formed as Authority		ayout Pian sa No.DPA/TP/L		
Doddaballapura	1, formed in Sy.No					
	Madhure Hobli,					
bounded on:	wiadifate Hooff,	Doddabanap	ara raian,	Deligatura K	arar Distri	ict and
EAST BY	Γ					
WEST BY						
NORTH BY						
SOUTH BY						
55511121						
this deed of Abso Bengaluru.	olute Sale on the d	ay, month ai	nd year first	above mentic	oned in the	city of
WITNESSES:						
1)						
			(B. THIRU	PATHI REDD	_	JPATHI
				REDDY BHAV	,	
				VEND	OR	
2)						
				(		
				PURCH	•	