

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the _____ day
of _____, Two Thousand and _____ (____ - ____ -20____), at Bangalore;

BY:

M/s. HARA VIJAYA ENTERPRISES

An Association of Persons

Having its Office at:

“Hara House”, No.1

Gutte Anjaneya Temple Street

Hosur Main Road, Wilson Garden

Bangalore – 560 027.

Represented by its GPA Holder,
Sri. H B Shivakumar

HEREINAFTER referred to as the **OWNER** of the FIRST PART;

AND

Sri. H B SHIVAKUMAR

Proprietor of M/s Vijaya Enterprises

S/o Late H C Basavaraju

Aged about 64 years

No. 41/1, Bull Temple Road

Basavanagudi, Bangalore - 560 004.

PAN: AFXPS6981C

HEREINAFTER referred to as **DEVELOPER** of the SECOND PART;

The OWNER and the DEVELOPER are collectively/jointly hereinafter referred to as the VENDORS.

IN FAVOUR OF:

Sri.
S/o Sri.
Aged about years
Residing at No.
.....,
Bangalore – 560 0.....
PAN:.....

HEREINAFTER referred to as the **PURCHASER** of the OTHER PART;

The terms OWNER, DEVELOPER, VENDORS & PURCHASER shall whenever the context requires and admits mean and include his/her/their/its heirs, legal representatives, successors in interest, administrators, executors, assigns etc.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

WHEREAS the First Party is the absolute owner in lawful possession and enjoyment of residential property bearing BBMP Khatha No. 84/7/14, [Sy. No. 48 (old Sy. No. 7/14)] measuring 03 Acres 20 Guntas, situated at Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore which is more fully described in the Composite Property of the Schedule 'A' herein and hereinafter referred to as the **“SCHEDULE 'A' PROPERTY”**.

Title History of Schedule Property:

WHEREAS all that piece and parcel of the immovable property bearing Sy. No. 7/14 measuring about 4 Acres situated at Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore was originally acquired by one Sri. Chikkanna, S/o B Muniyappa, who died on 10/05/1983 and thereafter his legal heirs, i.e., his wife Smt. Nagamma and his children Sri. Venkatappa & Sri. Vajrappa inherited the said property under IHC 3/2000-01 and further got their name entered in the Mutation Register extract M.R. No. 34/2002-03, dt. 13/12/2002. They made an application on 28/10/2002 to the Special Deputy Commissioner, Bangalore District and by his order dt. 13/12/2002, No. B.D.S.ALN:SR(S):235/2002-03 has converted an extent of 3 Acres 20 Guntas in Sy. No. 7/14 out of 4 Acres from agricultural to non-agricultural purposes. An endorsement was also issued by BDA dt. 13/02/2004 vide letter No. BDA:VIBHUSWAA:A4:PR:1066:03-04 confirming that the land bearing Sy. No. 7/14 has been denotified from its acquisition. Thus, the said Smt. Nagamma, Sri. Venkatappa and Sri. Vajrappa were in peaceful possession and enjoyment of the said property;

WHEREAS the said Smt. Nagamma, Sri. Venkatappa and Sri. Vajrappa executed a General Power of Attorney dt. 05/10/2002 in favour of Sri. B S N Hari, S/o Late B N Satyanna and Sri. D Ravishankar, S/o Late D Kamesh empowering them to do several acts and deeds in respect to the above said property bearing Sy. No. 7/14, including authorizing them to sell the same in favour of any third parties;

WHEREAS the said Smt. Nagamma, Sri. Venkatappa and Sri. Vajrappa, rep. by their GPA holder Sri. D Ravishankar have executed a Sale Deed dt. 25/03/2004 in favour of Smt. Paola Ravishankar and Smt. B N Sunanda registered as Doc. No. KEN-1-37958-2003-04 at pages 1 to 12, recorded in CD No. KEND-44 before the Sub Registrar, Kengeri, Bangalore conveying them an extent of 2 Acres 20 Guntas converted land out of 3 Acres 20 Guntas in Sy. No. 7/14, morefully described in Item No. I of the Schedule 'A' Property;

WHEREAS the said Smt. Nagamma, Sri. Venkatappa and Sri. Vajrappa, rep. by their GPA holder Sri. D Ravishankar have executed a Sale Deed dt. 25/03/2004 in favour of Bapu Education Trust registered as Doc. No. KEN-1-37952-2003-04, recorded in CD No. KEND-44 before the Sub Registrar, Kengeri, Bangalore conveying them an extent of 1 Acre converted land out of 3 Acres 20 Guntas in Sy. No. 7/14, morefully described in Item No. II of the Schedule 'A' Property. Thereafter, the said Bapu Education Trust, rep. by its Secretary, Sri. H Manjuramaswamy have executed a Sale Deed dt. 13/07/2006 in favour of Smt. Parvathamma, registered on 25/08/2006, vide Doc. No. KEN-1-19514-2006-07, recorded in CD No. KEND-321 before the Sub Registrar, Kengeri, Bangalore conveying them an extent of 1 Acre converted land out of 3 Acres 20 Guntas in Sy. No. 7/14, morefully described in Item No. II of the Schedule 'A' Property;

WHEREAS Sri. Chikkanna died in the year 1983 and there were certain claims from Late Chikkanna's sister's family thereafter. As a matter of abundant caution and to have a clear marketable title, Smt. Gowramma (W/o Late Nanjappa) and her children Sri. Srinivas, Sri. Gopal, Sri. Mahadeva and Smt. Nagarathna have executed a Deed of Confirmation dt. 07/11/2006 reigtered as Doc. No. KEN-1-28496-2006-07, recorded in CD No. KEND-344 before the Sub Registrar, Kengeri, Bangalore confirming for a consideration, that Smt. Paola Ravishankar and Smt. B N Sunanda are the absolute owners of the property described in Item No. I of the Schedule 'A' Property and also Smt. Parvathamma is the absolute owner of the property described in Item No. II of the Schedule 'A' Property;

WHEREAS the First Party and Second Party had entered into Agreement of Association of Persons dt. 04/11/2006, registered on 07/11/2006, vide Doc. No. KEN-1-28374-2006-07, recorded in CD No. KEND-344, in the Office of the Sub Registrar, Kengeri, Bangalore to develop the Schedule 'A' Property and obtained certain NOC's from the concerned departments in the name of the Association of Persons. Subsequently, it was mutually agreed between the parties to retire the Second Party i.e., M/s. Vijaya Enterprises from the said Association of Persons, which was executed vide Retirement cum Reconstitution deed executed on 23/07/2008, registered as Doc. No. JPN-I-02364-2008-09, recorded in CD No. JPND-29, in the Office of the Sub Registrar, J P Nagar, Bangalore;

WHEREAS the First Party herein for having intended to develop the above said Schedule 'A' Property, has deliberated and discussed with the Second Party in detail, the mode and method of development, as the developer herein has expertise in developmental activities and offered to allow development of Schedule 'A' Property. Both the parties herein have entered into Joint Development Agreement dt. 20/09/2010, registered as Document No. JPN-1-04598-2010-11, Book 1, CD No. JPND79, before the Sub-Registrar, J P Nagar, Bangalore;

WHEREAS the First Party herein has executed General Power of Attorney in favour of the Second Party dt. 20/09/2010, vide Doc. No. JPN-4-00254-2010-11, Book 4, C.D. No. JPND79, registered in the Office of the Sub-Registrar, J P Nagar, Bangalore, empowering the Second Party to enter into, sign and execute Sale Agreement/s and Sale Deed/s and transfer absolutely the super built-up area along with proportionate undivided share, right, title and interest in the Schedule 'A' Property and car parking;

WHEREAS the First Party has applied to Bruhat Bangalore Mahanagara Palike (BBMP) for amalgamation of properties described in Item No. I and Item No. II of the Schedule 'A' Property. Subsequently BBMP has issued Special Notice confirming amalgamation of the properties described in Item No. I and Item No. II of the Schedule 'A' Property vide Doc. No. KTR08/320/2010-2011, dt. 14/12/2010 and assigned Khatha No. 84/7/14 for the amalgamated property, morefully described in the Composite Property of Schedule 'A' and hereinafter referred to as the Schedule 'A' Property. The Schedule 'A' Property is presently assessed to Bruhat Bangalore Mahanagara Palike (BBMP). The First Party has paid necessary betterment fee and got the BBMP Khatha transferred in their name and has paid upto date taxes in respect of the Schedule 'A' Property;

WHEREAS for having fully discussed and settled the terms, both the parties hereto have arrived at the final conclusion that, the Developer is allowed to develop the Schedule 'A' Property to its fullest extent and construct multi-storied apartment **"HARA VIJAYA HEIGHTS"**;

WHEREAS the Vendors have obtained necessary license and sanction plan for construction of Residential Complex vide L.P. No. 19/2010-11, dated 25/02/2013, sanctioned by Bruhat Bangalore Mahanagara Palike;

WHEREAS the Purchaser has agreed to purchase the proportionate undivided share, right, title and interest, morefully described in the Schedule 'B' Property along with the Schedule 'C' Property bearing **Flat No. in the Floor, Tower-2, Block-A** of the multistoried residential apartment called "**HARA VIJAYA HEIGHTS**" constructed on the Schedule 'A' Property, together with right to use **one surface car parking space**, morefully described in the Schedule herein and hereinafter called the Schedule 'C' Property falling into the share of Second Party and pay all such charges including the proportionate price of the common areas and facilities and otherwise upon the terms, conditions and stipulations contained herein as mutually agreed between the Second Party and the Purchaser;

WHEREAS the Purchaser who requires the Schedule 'B&C' Property for **his** bonafide purpose has accepted the offer so made by the Second Party and agreed to purchase the Schedule 'B&C' Properties for an agreed sale consideration of **Rs. _____ /-** **(Rupees _____ Only)** free from all encumbrances;

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH THE FOLLOWING:

That in pursuance to the above, the Purchaser herein has paid the agreed sale consideration of **Rs. _____ /- (Rupees _____ Only)** to the Second Party towards full and final settlement in the following manner:

- a. Rs. _____ /- (Rupees _____ Only) vide Ch. No. _____, dt. _____, drawn on _____ Bank;
- b. Rs. _____ /- (Rupees _____ Only) vide Ch. No. _____, dt. _____, drawn on _____ Bank;
- c. Rs. _____ /- (Rupees _____ Only) vide Ch. No. _____, dt. _____, drawn on _____ Bank;

1. The Second Party does hereby acknowledge and confirm the receipt of entire agreed sale consideration of **Rs. _____ /- (Rupees _____ Only)** as aforesaid from the Purchaser in full and final settlement and they acquit the Purchaser from payment of the sale consideration;

2. That in consideration of the entire sale price of **Rs. _____ /- (Rupees _____ Only)** received from the Purchaser, the Vendors herein by these presents hereby transfers, sell, grant, assign the immovable property comprising **Flat No. in the Floor, Tower-2, Block-A** of the multistoried residential apartment known as “**HARA VIJAYA HEIGHTS**”, morefully and particularly described in the Schedule ‘C’ and along with the proportionate undivided share title in the Schedule ‘A’ Property morefully and particularly described in the Schedule ‘B’ hereunder in favour of the Purchaser TO HAVE, TO HOLD AND TO ENJOY the Schedule ‘C’ Property and every part thereof hereby granted, sold, conveyed and transferred unto and to the use of the Purchaser for ever as its absolute owner thereof;
3. That the project is totally completed and ready for occupation and thus the Vendors have put the Purchaser in vacant possession of the Schedule ‘C’ Property free from all encumbrances and the Purchaser hereby acknowledges to have taken possession of the Schedule ‘C’ Property;
4. That the Vendors have handed over photo-copies of the documents pertaining to the Schedule ‘A’ Property to the Purchaser and the Purchaser has accepted the same. The Purchasers hereby confirm that they are fully satisfied about the title of the Vendors to the Schedule ‘B’ & ‘C’ Properties which are part and parcel of the Schedule ‘A’ Property and they have also verified all the related documents;
5. That the Owner assures the Purchaser that it is the absolute owner of Schedule ‘A’ Property and no other persons other than them have got any right, title or interest whatsoever over the Schedule ‘A’ Property and they have got good right and absolute authority and indefeasible title to the Schedule ‘A’ Property, to grant, sell, convey, transfer, assign and assure UNTO the use of Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
6. That the Vendors assure the Purchaser that the Schedule ‘C’ Property is free from all encumbrances, mortgages, liens, attachments, court decrees, leases and the Vendors further assure the Purchaser that they have not done any act or deed contrary to or inconsistent with their absolute right to deal with the Schedule ‘C’ Property;
7. That the Purchaser shall and may at all times hereafter peacefully and quietly use, possess, hold and enjoy the Schedule ‘C’ Property and all other benefit and rights hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be received all the profits thereof without there being any claims or demands whatsoever from or by the Vendors or from any body claiming through the Vendors. The said apartment shall be used for residential purpose only;
8. That the Owner hereby agree and undertake to fully indemnify the Purchaser against any loss, damage, liability if any should arise to the Purchaser in respect of the Schedule ‘A’ Property by reason of any defect in their title or for want of title from the Owner to the Schedule ‘A’ Property or on account of any encumbrances created either by the Owners or their pre-decessors in title;

9. That the Owner hereby assures the Purchaser that the Schedule 'A' Property is free from encumbrances, mortgages, lien and minor claims;

10. That the Vendors hereby set the Purchaser at liberty to get the Khatha of the Schedule 'B&C' Properties transferred to his/her/their name/s and peacefully enjoy the Schedule 'C' Property as an absolute owner without any interruption and hindrance from whomsoever;

11. That the Vendors have paid all the taxes payable in respect of Schedule 'A' Property upto date to the concerned authorities and the Purchaser shall hereafter pay all the taxes and other charges payable to the concerned authorities in respect of the Schedule 'C' Property by getting the requisite entries made in their name in the records maintained by the concerned authorities;

12. That the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do or cause to be done all such acts, deeds, things, conveyances and assurances for further more perfectly assuring, granting conveying the title of the Schedule 'C' Property to the Purchaser;

13. The Purchaser does hereby agree and admit that the scheme of layout, elevation, amenities, etc., shown in the brochures and other marketing materials are indicative in nature. The Purchaser do hereby admit that the measurement and quality of construction of Schedule 'C' Property and the amenities and facilities provided thereto are satisfactory and that the Purchaser has no differences with regard to the same and do hereby agree not to raise any dispute/s with the First Party and the Second Party in this regard;

14. That the defect liability period by the Developer is for a period of six months only from this date and no claim shall be made by the Purchaser thereafter whatsoever;

THE RIGHTS OF THE PURCHASER:

The Purchaser shall have the following rights in respect of the Schedule Property:

1. Full right and liberty for the Purchaser and persons authorized or permitted by Purchaser (in common with all other persons entitled, permitted or authorized to the like right) at all times by day or night to go, pass and repass the staircase and the passage inside and outside the said building constructed on the Schedule 'A' Property;

2. Full right and liberty to the persons referred to supra in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night to pass and by pass over the land appurtenant to the building on the Schedule 'A' Property;

3. The right to free uninterrupted passage of running water, soil, gas and electricity from and to the said building and the Schedule 'A' Property through the sewers, drain and water courses cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Schedule 'A&C' Properties or any part thereof;
4. Right of passage for the Purchaser and their agents or workmen to the other part of the Schedule 'A' Property and also to the water tanks for repairing or maintaining the same at all reasonable times after taking permission from the person appointed by majority of owners of other apartments for this purpose;
5. Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, however having due regard to the similar rights of the owners of other apartments in Schedule 'A' Property;
6. Subject to payment of maintenance charges for common facilities and services and the Purchaser have right to enjoy the common services and facilities provided in the Schedule 'A' Property;

RESTRICTION TO THE RIGHTS OF PURCHASER:

The Purchaser herein, do hereby agree and undertake to bind himself, his successors, his heirs and assignees etc., for the following restrictions and covenants:

1. Not to raise or cause to be raised any construction in addition to the apartment;
2. Not to use or permit the use of apartment in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the building;
3. Not to use the remaining space in the land described in the Schedule 'A' Property above, which is left open after the construction of the building for parking any vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the building other than the allotted space for car parking;
4. Not to default in the payment of taxes or levies or expenses to be shared with the other owners of apartment in the Schedule 'A' Property. Not to decorate the exterior of the said building constructed on Schedule 'A' Property and not to make any arrangement for the maintenance of the exterior of the said building or the common amenities therein, otherwise than in a manner agreed to by the majority of owners of apartments comprised in the Schedule 'A' Property;
5. Not to use the apartment for any business or purpose which is prohibited in law and not to store in the building premises and not bring any goods which are hazardous, combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to effect or damage the construction of structure of the Schedule 'A' Property;

6. Not to do anything which will be the cause of nuisance or annoyance to the other occupiers of the apartments in the schedule property or property owners situated in the vicinity or in the neighborhood;
7. Not to carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircase, lifts, ladders, common passages or any other structures or part of Schedule 'A' Property wherein the Purchaser premises is situated;
8. Not to use or permit the use of the common passage and the common staircase, either for storage or for use by servants any times or hang household cloths and any other lines and other personal effects on the verandahs or above the parapet or railing level of apartment or on the terrace of the Schedule 'A' Property;
9. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or others refuse or permit the same to be thrown out from the said apartment or in the compound or in any portion of the said building wherein the said apartment is situated;
10. To be bounded by the rules and regulations, governing the use of the common facilities has may be determined by the majority of the Purchaser undivided interest;
11. Not to decorate the exterior of the building and/or the said apartment otherwise then in a manner agreed to by the majority of the owners of the apartment comprised in the said building;
12. Not to use the apartments for any business or purchases that is prohibited in law or for any commercial activity or in such a way as to cause nuisance, health hazard to others;
13. Not to seek for partition of the Schedule 'A' Property by meets and bounds and shall always enjoy the Schedule 'A' Property as co-owner along with other co-owners thereof;
14. Not to object or claim any rights in the event of any further additional construction and / or additional car parking spaces and the First Party and the Second Party only shall be entitled for the same as mutually agreed.
15. Not to claim the title of the all unsold car parking spaces and such spaces shall absolutely vest with the Vendors and they shall be entitled to use or deal with it in any manner they want, subject however to the condition that such use shall not interfere with parking of the vehicles by persons who have purchased the parking space;
16. Not to claim for any repair or damages after completion of defect liability period of six months by the Developer;

THE PURCHASER SHALL BEAR THE FOLLOWING EXPENSES:

1. All rates and outgoing payable in respect of Schedule 'A' Property and the building thereon;
2. The Purchaser shall bear along with other owners of apartment the routine maintenance of the said building including painting, whitewashing, cleaning etc., and the provision of any common service to building to set out below:
 - a) Maintenance and replacement of pump sets and other machinery, electrical lines, common to the said building, replacement of bulbs in common places;
 - b) Maintenance of potted plants in the building and provision for watchman;
 - c) Maintenance of common facilities and amenities;

Should the Purchaser default in any payment due from any common expenses, benefits or amenities, the majority of the Owners of the other apartment or any other person undertaking to carry out such maintenance and provide common services, while carrying out such maintenance shall have the right to remove such common benefits or amenities including water connection from the Purchaser's enjoyment.

DISPUTE RESOLUTION:

1. In the event of a dispute or difference relating to any of the matters set out in this Deed, the Parties to the dispute shall each appoint one nominee/representative who shall discuss in good faith to resolve the difference by finding an amicable solution. In case the differences are not settled within 30 days by way of mutual negotiations, the same shall be referred to arbitration of a sole arbitrator appointed by the Vendor and the arbitration proceeding shall be in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding on both parties. The venue of Arbitration shall be Bangalore only;
2. The Purchaser assures the Vendor that he/she shall not defame the Vendor or the project in any manner and in the event of any dispute with the Vendor, the Purchaser shall follow the dispute resolution mechanism provided in the above Para;
3. The Purchaser shall observe and abide by all the Bye-laws, of the association , Rules and Regulations prescribed by various enactments of the State Government, Corporation of the City of Bangalore, or any other Authority, in regard to ownership or enjoyment of such Apartments;

SCHEDULE 'A' PROPERTY

ITEM NO. I:

All that piece and parcel of immovable property being a portion of converted residential land bearing Sy. No. 7/14, converted vide No.B.D.S.ALN:SR(S):235/2002-03, dt. 13/12/2002 from the office of the Special Deputy Commissioner, Bangalore Urban District, measuring to an extent of 2 Acres 20 Guntas, out of 3 Acres 20 Guntas, situated at Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, and bounded on the;

EAST BY : Remaining portion of Sy. No. 7/14
WEST BY : BDA Road
NORTH BY : Pipeline Road
SOUTH BY : Mantri Lakeview Layout

ITEM NO. II:

All that piece and parcel of immovable property being a portion of converted residential land bearing Sy. No. 7/14, converted vide No.B.D.S.ALN:SR(S):235/2002-03, dt. 13/12/2002 from the office of the Special Deputy Commissioner, Bangalore Urban District, measuring to an extent of 1 Acre, out of 3 Acres 20 Guntas, situated at Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, and bounded on the;

EAST BY : Private Property
WEST BY : Remaining portion of Sy. No. 7/14
NORTH BY : Pipeline Road
SOUTH BY : Mantri Lakeview Layout

COMPOSITE PROPERTY:

All that piece and parcel of the residential land bearing Khatha No. 84/7/14 [Sy. No. 48 (old Sy. No. 7/14)] situated at Uttarahalli Manavarthe Kaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, totally measuring to an extent of 3 Acres 20 Guntas, i.e., 1,52,333.77 Sq. Ft. and bounded on the;

EAST BY : Private Property
WEST BY : BDA Road
NORTH BY : Pipeline Road
SOUTH BY : Mantri Lakeview Layout

SCHEDULE 'B' PROPERTY

The undivided right, title and interest in the Schedule 'A' Property measuring ____ **Sq. Ft.**
The market value of Schedule 'B' Property is Rs.____/- (Rupees ____
____ Only).

SCHEDULE 'C' PROPERTY

Flat No. ____ in the ____ **Floor, Tower-2, Block-A** of the apartment
"HARA VIJAYA HEIGHTS" being constructed on Schedule 'A' Property consisting of
____ **rooms**, hall, kitchen, toilets, measuring ____ **Sq. Ft.** super built area
with vitrified tiles flooring, water and electricity connections with a privilege to use
common facilities like, staircase, open space, and share the common use of water and
electricity and other establishments along with right to use **one** ____ **car parking**
space at parking lot in the ____ **Floor** of the building, and bounded on the:

EAST BY :

WEST BY :

NORTH BY :

SOUTH BY :

The market value of Schedule 'C' Property is Rs.____/- (Rupees ____
____ Only).

IN WITNESS WHEREOF the parties here into have set their hands and affix their respective signatures before the witnesses attested here under to this ABSOLUTE SALE DEED on the day, month and year first above mentioned.

WITNESSES:

1.

Akhil S
No.41/1, Bull Temple Road
Basavanagudi
Bangalore – 560 004

OWNER / FIRST PARTY

M/s. Hara Vijaya Enterprises
Rep. by its GPA holder,
Sri. H B Shivakumar

DEVELOPER / SECOND PARTY

2.

Sri. H B Shivakumar
Proprietor
M/s Vijaya Enterprises

PURCHASER

Sri. _____