

SALE DEED

HANGING GARDENS

THIS DEED OF ABSOLUTE SALE IS EXECUTED ON THIS _____ DAY OF
DECEMBER TWO THOUSAND SIXTEEN (___/___/2016) AT BANGALORE

Between:

M/S. PRISHA PROPERTIES INDIA PRIVATE LIMITED, a Company registered under the provisions of the Companies Act, 1956, having its Registered Office, at Golden House No.820, 2nd Floor, 80 Feet Road, 8th Block, Koramangala, Bangalore - 560 095, having PAN No.AAECPP8589Q, represented by Authorized Signatory Mr.

(Hereinafter called the "VENDOR" which term shall mean and include all its Authorized representatives, executors, administrators and assigns of the One Part)

And

(Hereinafter called the **PURCHASER(S)** which term shall mean and include all his/her/their Legal heirs, legal representatives, successors, executors, administrators and assigns of the Other Part)

WHEREAS, the VENDOR is absolute owner of the property bearing No.77/2, measuring 2 acres 28 guntas, situated at Nagavara Village, Kasaba Hobli, Bangalore North Taluk, which more morefully described herein and hereinafter referred to as the **"SCHEDULE A PROPERTY"**

WHEREAS, originally land measuing 2 acres 28 guntas in Sy.No.77/2, of Nagavara Village, Kasaba Hobli, Bangalore North Taluk belonged to one Pete Nanjundappa and the said Pete Nanjundappa died intestate, leaving behind him, Ramaiah and Pete Shettappa as his only legal heirs and whereas, the said Pete Shettappa died issueless and his wife also predeceased him. After the death of the said Pete Shettappa and his wife Hanumakka their adopted son R.venkatappa S/o. Ramaiah (Brother of Pete Shettappa) become the owner of said land measuing 2 acres 28 guntas in Sy.No.77/2, of Nagavara Village, Kasaba Hobli, Bangalore North Taluk.

WHEREAS, After the death of Ramaiah father of R. Venkatappa the family members of late Ramaiah effected a Partition among Chikkathayamma W/o. Late Ramaiah, R. Krishnappa S/o. Late Ramaih and R. Ramanjini S/o. Late Ramaiah vide Partition deed dated 17/03/1978 and this said measuing 2 acres 28 guntas in Sy.No. 77/2 of Nagavara Village, Kasaba Hobli, Bangalore North Taluk, was allotted to the share R. Venkatappa S/o. Late Ramaiah the same was mutated in his name vide MR No.10/2002-03.

WHEREAS, the said land measuring 2 acres 28 guntas in Sy.No.77/2, of Nagaravara Village, Kasaba Hobli, Bangalore North Taluk was converted from agricultural to non-agricultural residential purpose vide order dated 27/11/2003, No.ALN.(N):107/2003-04 issued by the Deputy Commissioner, Bangalore.

WHEREAS, the said R. Venkatappa, R. Krishnappa along with their respective family members sold the said land in favour of Srinivaas Venkoba Sirigeri and K. V. Ravikumar under following Sale Deeds:

- a) Sale deed dated 04/12/2003, registered as document No.33299/03-04 at the office of the Sub-Registrar, Bangalore North Taluk, measuring 2 acres in Sy.No. 77/2, of Nagaravara Village, Kasaba Hobli, Bangalore North Taluk.
- b) Sale deed dated 04/05/2004, registered as document No.4666/04-05 at the office of the Sub-Registrar, Bangalore North Taluk, measuring 0-28 Guntas of Nagaravara Village, Kasaba Hobli, Bangalore North Taluk.

Thus Srinivaas Venkoba Sirigeri and K.V. Ravikumar were became absolute joint owners of the residentially converted land measuring 2 acres 28 guntas in Sy.No. 77/2, of Nagaravara Village, Kasaba Hobli, Bangalore North Taluk.

WHEREAS, the said Srinivaas Venkoba Sirigeri and K.V. Ravikumar have sold the said 2 Acres 28 guntas of residentially converted land in favour of M/s. Golden Gate Properties Limited, vide sale deed dated 22/09/2005, registered as document No.BLN-1-11742/05-06, of Book – I, stored in CD No.BLND189, at the office of the Sub-Registrar, Bangalore North Taluk.

WHEREAS, further to the above M/s. Golden Gate Properties Limited, Mr. K. Pratap and Mr. C.D. Sanjay Raj formed a Partnership Firm in the name and style of **“PRISHA PROPERTIES”** vide Partnership deed dated 06/08/2007 duly registered by the Registrar of Firms vide Register No.235/07-08, dated 15th November 2007. The said Prisha Properties was reconstituted vide Reconstitution and Contribution Deed dated 20/11/2007 and brought the said land 2 acres 28 guntas in Sy.No.77/2 of Nagavara Village, Kasaba Hobli, Bangalore North Taluk into the Partnership Firm **“Prisha Properties”**

Whereas, Subsequently the Partners of the said **“Prisha Properites”** formed a joint stock company M/s. Prisha Properties India Private Limited under section 568 of the Companies Act 1956 and ROC has issued the certificate of incorporation dated 01/04/2008to that effect.

Thus, the said M/s. Prisha Properties India Private Limited, the **VENDOR** herein become the absolute owner of the residentially converted land measuring 2 acres 28 guntas in Sy.No.77/2 of Nagavara Village, Kasaba Hobli, Bangalore North Taluk, which is morefully described in the Schedule A herein and hereinafter referred to as **Schedule A Property**.

WHEREAS, pursuant to above the **VENDOR** herein formulated a scheme of development of residential apartment complex project called **“HANGING GARDENS”** consisting of 3 blocks, along with Club house, park and play areas on the **SCHEDULE ‘A’ PROPERTY**.

WHEREAS, Bruhat Bangalore Mahanagara Palike (BBMP) vide its order bearing **No. JDTP/LP/65/2010-11, dated 10/03/2011** has sanctioned the plan for said scheme of development of residential apartment complex project on the **Schedule A Property**

WHEREAS, the **PURCHASER(S)** herein being interested in purchasing an Apartment has approached the **VENDOR** to purchase an apartment bearing **No. _____** measuring **_____ sq. ft.** of super built up area on the **_____ Floor**, with One Covered Car Park, along with **_____ sq. ft.** of Undivided Share, right, title, interest in Schedule A Property which is more fully described in the Schedule 'B' herein and herein after referred to as Schedule B Property has entered in an agreement of sale dated _____ for a total sale consideration of Rs. _____ / (Rupees _____ Only).

- Towards cost of undivided share of land Rs. _____ /-
- Towards cost of Construction and Car Park Rs. _____ /-

WHEREAS, the **PURCHASER(S)** having paid said total sale consideration to the **VENDOR**, the receipt of which the **VENDOR** do hereby acknowledge and execute sale deed in favour of the **PURCHASER(S)** in respect of Schedule B Property.

NOW THIS DEED OF SALE AND CONVEYANCE WITNESSETH AS FOLLOWS:

- 1) In consideration of the **PURCHASER(S)** having duly paid the entire sale consideration of **Rs. _____ /- (Rupees _____ Only)** in respect of the Schedule 'B' Property to the **VENDOR**, the receipt of which the **VENDOR** do hereby acknowledge and execute this deed of absolute sale TO AND IN FAVOUR OF THE **PURCHASER(S)** and do hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY the Schedule 'B' Property bearing Apartment **No. _____**, measuring **_____ sq. ft.** of super built up area on the **_____ Floor**, with One Covered Car Park, along with **_____ sq. ft.** of Undivided Share, right, title, interest in Schedule A Property herein free from all encumbrances, mortgages, charges, liens, litigations etc., along with the rights to use the common amenities and facilities attached thereto as mentioned in detail in the Schedule C below and subject to the obligations, conditions, covenants and restrictions mentioned in detail in Schedule D below TO AND IN FAVOUR OF THE **PURCHASER(S)**.

- Towards cost of undivided share of land Rs. _____ /-
- Towards cost of Construction and Car Park Rs. _____ /-

- 2) The **VENDOR** hereby assign One Covered Car Parking space bearing No. _____ specifically earmarked for the sole use and enjoyment of the **PURCHASER(S)**.

- 3) Since the value of the Schedule 'B' Property hereby conveyed is **Rs. _____ /-(Rupees _____ Only)**, the **PURCHASER(S)** has deducted and paid an amount Rs. _____ / (Rupees _____ Only) being the 1% TDS on the total sale consideration to Government of India vide Challan No. _____ dated _____ as per the Notification dated 31/05/2013 bearing No.39/2013

as per Income Tax (Fifth Amendment) Rules 2013 and paid the balance of the **Rs. _____/- (Rupees _____ Only)** to the **VENDOR**.

- 4) The **VENDOR** has on this day put the **PURCHASER(S)** in possession of the Schedule 'B' property. The **PURCHASER(S)** hereby confirm categorically that the apartment delivered is completed in all respects and aspects, to his/her/thier satisfaction and that the apartment adheres to the specifications promised/mentioned by the **VENDOR** and the **PURCHASER(S)** herein absolves the **VENDOR** from any claims, damages, occasioned due to any latent defects, short comings or deficiencies in the property sold.
- 5) The **VENDOR** do hereby covenant with the **PURCHASER(S)**, assuring the **PURCHASER(S)**
 - a. That the **VENDOR** is the absolute owner of the Schedule 'A' Property as mentioned above in this deed and there are no encumbrances, mortgages, charges, liens, litigations etc., on the same whatsoever and
 - b. That the **VENDOR** is legally competent to execute this deed of absolute sale and conveyance to and in favour of the **PURCHASER(S)** and the Schedule 'A' Property is not the subject matter of any legal, acquisition or requisition proceedings before any Courts of Law, other legal forums, statutory authorities and bodies including taxation authorities.
 - c. That the **VENDOR** and any person claiming any rights through the **VENDOR**, shall at all times assure and ensure peaceful, vacant and absolute possession and enjoyment to the **PURCHASER(S)** of the aforesaid properties hereby conveyed and sold to the **PURCHASER(S)**.
 - d. That the **VENDOR** indemnify and render harmless the **PURCHASER(S)** from any losses, damages and costs the **PURCHASER(S)** may incur arising out of any defect in title in the Schedule A Property.
 - e. That the **VENDOR** shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the **PURCHASER(S)** in respect of the aforesaid PROPERTIES hereby conveyed and sold to the **PURCHASER(S)**.
 - f. The **PURCHASER(s)** shall take the responsibility of getting the Khatha in respect of Schedule 'B' Property at his/their own cost by the concerned authorities and the **VENDOR** shall sign all the necessary papers documents etc.,with regard to the transfer of Khatha in the name of the **PURCHASER(S)**.
 - g. Defect Liability Period - The **VENDOR** shall rectify any patent defects in the construction for a period not exceeding 12 months from the date of registration/possession, whichever is earlier. This does not apply damages due to any kind of natural calamities. And this does not apply to the damages caused by the **PURCHASER(S)** while making the interior work or caused due to their negligence. Also this does not apply to the fixtures, fittings, electrical, mechanical products that are supplied by

Manufacturer with a warranty. However in some cases, the repair work may lead to some patches or cosmetic damage to the walls and floors. The **PURCHASER(S)** shall accept to any cosmetic damage that may be caused in the process of the repair work.

- 6) All such terms and conditions, clauses in the agreement of sale executed earlier, insofar as they are not repugnant or covered, or inconsistent to the terms of the sale deed or deed of conveyance, executed now shall subsist, valid and remain in force between the parties.
- 7) The Rights and obligations of the **PURCHASER(S)** with reference to the sale of the schedule "B" property by the **VENDOR** are mentioned in Schedules "C" and "D". The Boundaries and measurements of the property are mentioned below in Schedules "A" and "B"

SCHEDULE "A" PROPERTY

ALL THAT PIECE AND PARCEL OF THE residentially converted land measuring **2 Acres 28 Guntas** in **Sy. No. 77/2** situated at Nagavara Village, Kasaba Hobli Bangalore Taluk and bounded as follows:

East By	:	Road
West By	:	Land in Sy.No. 76
North By	:	Land in Sy.No. 77/1
South By	:	Land in Sy.No. 77/3

SCHEDULE "B" PROPERTY (APARTMENT)

Residential Apartment described below in the Apartment complex known as **"HANGING GARDENS"** together with common area, common facilities, common open space, common stair case, common water and sanitation, separate electricity, easement rights and appurtenances thereto.

Unit No.	
Floor	
Block / Tower	
Super Built up Area	
Undivided Share of land in Schedule A property	
Car Park No(s)	

Bounded by:

East by	
West by	
North by	
South by	

The market value of the Schedule 'B' Property hereby conveyed is Rs. _____ /-(Rupees _____ Only).

SCHEDULE – C

RIGHTS OF THE PURCHASER(S)

- a) The right to own and use the Apartment for residential purposes only.
- b) The right and liberty to all persons authorized or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorized to the similar right) at all times and for all purposes, to use common staircases, passages and common areas in the Apartment/s for ingress and egress and use in common except for the allotted Terrace Areas / Garden Areas / Car Parking Areas.
- c) The right to free uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, which are now or may at any time hereafter be, in, under or passing through the Apartment/or any part thereof in the "Schedule A Property".
- d) Right to lay cables or wires for radio, television, telephone and such other installations, in any part of the Apartment/s, however recognizing and reciprocating such rights of the other Apartment Owners / purchasers of other Apartments without damaging the other Apartments or common areas on the 'Schedule A' property'.
- e) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the Apartment/s.
- f) The right to the use of common open area left around the Apartment/s on the "Schedule A Property" (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the Apartment/s.
- g) Exclusive use of portion of garden / terrace area allotted / purchased by the PURCHASER herein. The exclusive right of use of terrace areas/garden areas on the Terrace Floor and Ground floors shall vest in the Apartment Owners to whom it has been allotted. The right to use the private garden in the Ground Floor shall exclusively vest with the PURCHASERS of Ground floor apartments
- h) The exclusive right of use of car parking space shall vest in the Apartment Owners who have purchased them. Such right of use shall not vest in the Apartment Owner any title to the land earmarked as Car Parking Space.

SCHEDULE – D

OBLIGATIONS OF THE PURCHASER(S)

- a) The Apartment Owner/s shall use the Apartment as a private residence only and the car parking space for parking light vehicle only. Under any circumstances commercial activities like offices or service apartments are not permissible
- b) The PURCHASER(S) shall not seek partition or division and separate possession of their share of undivided land.
- c) The PURCHASERS shall permit the VENDOR/ Association representatives or workmen, at all reasonable times to enter into and upon the 'Schedule B Apartment', parking area or any part thereof for the purpose of repairing/ maintaining, rebuilding, cleaning and keeping in order all services, drains, pipes, cables, wires, water covers, gutters, structures or other conveniences belonging to or used for the Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes
- d) The Purchaser shall not Put up any construction in Garden / Terrace / Parking Areas or alter the use thereof.
- e) The Purchaser shall Not use the Apartment in a manner, which would cause nuisance to other Apartment owners or for illegal purposes or in a manner which would diminish the value of the utility in the property or any construction, made thereon.
- f) The Purchaser shall not store in the said Apartment any goods, objects or materials which are of hazardous, combustible or of dangerous nature,
- g) The Purchaser shall Not use the common passage and common staircase, either for storage or for use by servants at any time or hang their household clothes, linen and other personal effects on the balcony's, veranda's or above the parapet wall.

IN WITNESSETH WHEREOF THE VENDOR ABOVENAMED HAVE SIGNED AND EXECUTED THIS SALE DEED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)

VENDOR

M/s. Prisha Properties India Pvt Ltd
Represented by its Authorized Signatory
Mr. _____

2)

PURCHASER(S)