

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed at _____
on this the _____ day of _____ Two Thousand and _____:

BY AND AMONGST:

Sri. M. MANOHAR.

S/o. Sri. M. Venkatesh.

Aged about 45 years,

Residing at No. 46, 1st Floor,

1st Main Road, Hemavathi Layout,

Near P P Layout,

Kengeri Main Road,

Subramanyapura Post,

Bengaluru- 560061.

Aadhar No. 2662 9400 0952.

PAN No. AIMP8158P.

Herein after referred to as the VENDOR, which term shall mean
and include his heirs, legal representatives, executors,
administrators, successors in interest.

AND

Sri.

.....

Herein after referred to as the PURCHASER, which term shall
mean and include her heirs, legal representatives, executors,
administrators, successors in interest.

WHEREAS the VENDOR is the absolute owner of all that piece
and parcel of vacant immovable property bearing converted Sy. No.
82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt:
21/04/2009 issued by the Deputy Commissioner of Bangalore district,
situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk,

Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/Sy. No. 82 and measuring 00-0.07.21 guntas or 7851.69 sq.ft., which property is more fully described in the schedule here under and here in after referred to as the "SCHEDULE A PROPERTY".

WHEREAS the VENDOR is the absolute owner of all that piece and parcel of property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/1/Sy. No. 82 and measuring 00-01.79 guntas or 1949.31sq.ft, which property is more fully described in the schedule here under and here in after referred to as the "SCHEDULE B PROPERTY".

And Whereas, the VENDOR has acquired the schedule A Property by way an absolute sale deed dt: 23/06/2021 from its erstwhile owner Sri. R. Ramesh and said sale deed is registered as document No. BSG-

1-00923/2021-22 of Book No.1 and stored in CD No. BSGD947 on 23/06/2021 in the office of the Sub Registrar, Basavanagudi (Basavanagudi), Bengaluru.

And Whereas, the VENDOR has acquired the schedule B Property by way an absolute sale deed dt: 23/06/2021 from its erstwhile owner Sri. K.S. Manjunath and said sale deed is registered as document No. BSG-1-00923/2021-22 of Book No.1 and stored in CD No. BSGD947 on 23/06/2021 in the office of the Sub Registrar, Basavanagudi (Basavanagudi), Bengaluru.

And whereas, originally the property bearing Sy. No. 82 measuring 6 acres 08 guntas of land belonged to one Sri. H.V. Nanjundaiah, who along with his minor children representing them as their natural guardian has sold the property in favour of Smt. H. Puttathayamma, W/o. late. Sri. Nanjundaiah, by way of an absolute sale deed dt:16/10/1961 and the said sale deed is registered as document No. 3915/61-62 of Book No. 1, volume No. 271 at pages 122 -125, in the office of the Sub Registrar, Bangalore South Taluk, Bangalore.

And whereas the said Smt. H. Puttathayamma, W/o. Late. H. Nanjundaiah, bequeathed the properties in favour of her sons and daughters by executing a will dt: 18/10/1993, in favour of Sri. H. Narayanaswamy S/o. Late. H. Nanjundaiah, Sri. H. Ramaswamy S/o. Late. H. Nanjundaiah, Sri. H. Peeranaiah S/o. Late. H. Nanjundaiah, Sri. H. Shivaswamy S/o. Late. H. Nanjundaiah, Sri. H. Ravindra S/o. Late. H. Nanjundaiah, Smt. Subbamma D/o. Late. H. Nanjundaiah and Smt. Ratna Chowdaiah D/o. Late. H. Nanjundaiah, registered as Document No. 223/1993-94, of book No.3 volume No. 92 and from pages 50 to 54, in the office of the Sub-Registrar, Basavanagudi, Bengaluru and the land bearing Sy. No. 82, measuring 6 acres and 8 guntas of land, was bequeathed to Sri. H. Shivaswamy S/o. Late. H. Nanjundaiah.

And whereas, the said Smt. Puttathayamma, filed a civil suit vide O.S. No. 7348/1990, against her sons and daughters. And whereas, during the pendency of the said suit Smt. Puttathayamma died on 02/06/1996. And the said Sri. H. Shivaswamy and another have been transposed as plaintiff by the orders of the Hon'ble Court. And whereas, the afore mentioned

suit came to be decreed in terms of compromise petition and in view of the said compromise, rest of the legal heirs of Smt. Puttathayamma, conceded that Sri. H. Shivaswamy as the absolute owner of Sy. No. 82, measuring 6 acres 08 guntas of land and thus Sri. H. Shivaswamy became the absolute owner in possession of the property bearing Sy. No. 82 measuring 6 acres 08 guntas of land, by mutating the revenue records into his name vide MR No. 3/98-99.

And whereas the said Sri. H. Shivaswamy executed a General Power of Attorney dt: 02/06/2004, in favour of Smt. G. Sujatha, in respect of the agricultural land bearing Sy. No. 82, measuring to an extent of 1 acre out of 6 acres and 8 guntas of land, registered as Document No. KEN-4-087/2004-05, of book No. 1 and stored in C.D. No. KEND84, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru, representing her as his lawful attorney, in respect of the said land.

And whereas the Sri. H. Shivaswamy, represented by his GPA holder Smt. G. Sujatha, sold the agricultural land bearing Sy. No. 82, measuring 1 acre of land by executing an absolute sale deed dt;

22/07/2004, in favour of Sri. R. Ashok, which is registered as Document No. KEN-1-08413/2005-06, of book No.1 and stored in C.D. No. KEND217, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru.

And whereas, due to mistake crept out in the sale deed dt: 22/07/2004, executed by Sri. H. Shivaswamy, represented by his GPA holder Smt. G. Sujatha, in favour of Sri. R. Ashok in respect of the agricultural land bearing Sy. No. 82, measuring 1 acre of land, executed a Rectification deed dt: 04/10/2005, in favour of Sri. R. Ashok, registered as Document No. KEN-1-15826/2005-06, of book No.1 and stored in C.D. No. KEND236, on 17/10/2005, in the office of the Senior Sub-Registrar, Kengeri, Bengaluru.

And whereas the said Sri. R. Ashok, sold the land bearing Sy. No. 82 measuring 00-09 guntas by executing an absolute sale deed dt: 10/04/2007, in favour of Sri. R. Ramesh, which is registered as Document No. BSK-1-00327/2007-08, of book No.1 and stored in C.D. No. BSKD1, on 10/04/2007 in the office of the Senior Sub-Registrar, Banashankari, Bengaluru.

WHEREAS, thereafter Sri. R. Ramesh, the owner of the agricultural land bearing Sy. No. 82, measuring to an extent of 00-09 guntas of land, situated at Uttarahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru, has applied for the conversion of the above land from agricultural purpose to non-agricultural residential purposes and has paid the necessary conversion charges to the concerned authority. Subsequently on receipt of the necessary conversion charges, the Deputy Commissioner, Bangalore District have passed an order converting the property bearing Survey No. 82, measuring to an extent of 9 guntas of land, from agricultural to non-agricultural residential purposes, vide official Memorandum bearing No. B.DS.ALN.(SU).SR/118/2008-09 dated 21/04/2009.

And Whereas, the said Sri. R. Ramesh, has remitted the improvement charges to the then BBMP in respect of the Schedule property on 23/11/2020 vide receipt No. RE-ifms455-BC/000118.

And whereas, Sri. R. Ramesh, under an absolute sale deed dt: 13/02/2012, sold a portion of converted land measuring to an extent of 00-01.79 guntas or 1949.31 sq.ft of land, herein above mentioned as schedule B property, in

favour of Sri. K.S. Manjunath, registered as Document No. BSG-1-03042/2011-12, of book No.1 and stored in C.D. No. BSGD158, on 13/02/2012 in the office of the Senior Sub-Registrar, Basavanagudi, Bengaluru.

And whereas, the said Schedule A and B properties are adjacent to each other and are situated at Uttarahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru.

And Whereas, the VENDOR after purchasing the Schedule A and B Property has filed an application before the Assistant Revenue Officer, BBMP, Uttarahalli division, for amalgamation of the Khata of the schedule A and B Property and the Assistant revenue officer, BBMP, Uttarahalli Division, has accorded the application by causing a special notice under 147 of KMC Act and passed an order on 20/11/2021, thereby amalgamated the Khata of the schedule A and B property by assigning a unique Khata No. 2080/Sy. No. 82 and transferred the Khata of the schedule A and B property into the name of the VENDOR.

And Whereas, the amalgamated schedule A and B Property are herein after morefully described herein and referred to as amalgamated composite property or Schedule C Property.

AND WHEREAS, the VENDOR has formed a scheme to develop the Schedule 'C' Property by constructing a multistoried residential building in the Schedule 'C' Property comprising of dwelling units has applied before the BBMP for sanctioning of the plan and the office of the, BBMP, has accorded the application and sanctioned the plan for constructing the multi storied dwelling units as per its plan vide LP. No. vide L. P. No. Ad. Com. BMH/0411/18-19, dt: 05/02/2019 for construction of Residential property in stilt floor, GF+ FF+ SF+ TF on the Schedule C Property.

The VENDOR has registered the project under the provisions of Real Estate (Regulation and Development) Act, 2016 and the RERA authorities have issued the certificate vide No. The aforesaid project is also registered with RERA vide Registration no..... This Registration is valid for a period of..... years commencing from..... and ending with unless extended by the Authority. The details of the Promoter and Project are also available in the website of the Authority. The Developer/confirming party has registered the Project under the provisions of the Act with the Karnataka Real Estate Regulatory Authority at Bangalore on

25-10-2019 and the project has been granted Registration No-

;

AND WHEREAS, the VENDOR has formed a scheme to develop the Schedule 'C' Property by constructing a multistoried residential building on the Schedule 'C' Property comprising of dwelling units and the building is Known as “ **VKR PARADISE**” to be constructed on Schedule 'A' Property with super built up area of **Sq. ft** and a carpet area of **sq. ft**, together with **Sq. ft** of undivided share in the land comprised in Schedule 'C' Property.

And whereas the Purchaser above named with an intention of owning a dwelling unit at ““ **VKR PARADISE** ” opted/agreed to join the aforesaid scheme and thereby accepted to purchase proportionate undivided share in Schedule 'C' Property from the VENDOR equaling to Sq. ft of undivided share in the land comprised in Schedule 'C' Property, which is morefully described in the Schedule D herein under and herein after referred to as the Schedule D Property, with a right to construct an apartment in the Ground Floor of the Schedule C Property and the said apartment is morefully described in the schedule and herein after referred to as the Schedule “E” Property.

And whereas the Purchaser above named with an intention of owning a dwelling unit at “ **VKR PARADISE** ” opted/agreed to join the aforesaid scheme and thereby offered to purchase proportionate undivided share in Schedule ‘C’ Property from the VENDOR above named and also purchase the Schedule ‘D’ Property by constructing a dwelling unit in the Ground Floor.

And whereas the VENDOR has offered to sell the Schedule ‘D’ property free from all encumbrances with the right to build Schedule ‘E’ Apartment in Schedule ‘E’ Property and the purchasers above named has agreed to purchase the Schedule ‘D’ property free from all encumbrances with the right to build Schedule E Apartment in Schedule C Property through the VENDOR herein and the VENDOR has agreed to sell and the PURCHAER has agreed to purchase the Schedule D and E Property for a total sale consideration of Rs. =00 (Rs. Only).

The VENDOR after having obtained all the other necessary NOC’s, sanctions, licenses from the statutory authorities has commenced construction of the multi storied residential apartment Complex having basement, ground floor plus Three upper floors, comprising of residential Apartments and the said project shall be known as “**VKR PARADISE** ”.

The development of **VKR PARADISE** is designed in such a way that the apartment has 'Common Areas' as defined hereunder, to be owned, enjoyed and maintained collectively by the Allottees of the residential apartments in Common.

The Developer/confirming party after having obtained all the other necessary NOC's, sanctions, licenses from the statutory authorities has commenced construction of the multi storied residential apartment Complex having consisting of 01 block, having basement, ground floor plus Three upper floors, comprising of 60 Apartments and the said project shall be known as "**VKR PARADISE**".

The development of "**VKR PARADISE**" is designed in such a way that the apartment has 'Common Areas' as defined Schedule F hereunder, to be owned, enjoyed and maintained collectively by the Allottees of the residential apartments in Common.

The VENDOR having obtained the final sanctioned plan, specifications and approvals for the Project agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

The Purchaser/Allottee has applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in apartment No. _____ ("Building") along with covered parking No. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-C along with _____ sq. ft of undivided share, right, title and interest in the Schedule A Property;

In view of the compliance of the VENDOR obligations under the Agreement to Sell and/or The Real Estate (Regulation and Development) Act, 2016, as the case may be, the Purchaser has approached the Developer and agreed to complete the purchase of the Schedule 'B and ' Property by agreeing to continue to comply with the terms and conditions incorporated in the Agreement to Sell and/or The Real Estate (Regulation and Development) Act, 2016, as the case may

be, in relation to ownership, possession, use and enjoyment of the Schedule 'B and C' Property and all the common areas and civic amenities, in the Project and based upon the said assurances, the Owner/Developer has come forward to execute this Sale Deed.,

DEFINITIONS:

Unless the context otherwise requires, the phrases, words, definitions and the interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) hereinafter referred to as 'Act' and the corresponding Rules and in the Agreement to Sell dated _____ executed between the parties and the same are applicable for this Sale Deed also.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the aforesaid Agreement to Sell and in consideration of the payment of the sale consideration of Rs._____/ - (Rupees _____ Only) paid by the Purchaser /s to the Developer/confirming party in the following manner;

- i. Rs. _____ (Rupees _____ Only) by way of
Cheque/Demand Draft bearing No._____, dated
_____, drawn on _____ bank, _____ branch,
Bengaluru,
- ii. Rs. _____ (Rupees _____ Only) by way of
Cheque/Demand Draft bearing No._____, dated
_____, drawn on _____ bank, _____ branch,
Bengaluru.
- iii. A sum of Rs. ,000=00 (Rs. thousand only) paid by
PURCHASER as 1% TDS as respective contribution of the
entire sale consideration being the income tax, as per the
provisions under Section 194/IA of the Income Tax Act
1961, vide acknowledgement No., BSR Code: of Canara
Bank, Challan No., Dated:, Assessment Year through the
VENDOR PAN. .

in favour of the RERA Project Account of the VENDOR, receipt of
which sum the Developer hereby admits and acknowledges and
acquits the Purchaser /s of any further payment and in consideration
thereof, the VENDOR hereby grant, convey, sell, transfer, assign and

make over UNTO AND TO THE USE of the said Purchaser /s all the Schedule 'D and E' Property carved out of Schedule 'A' Property, free from all encumbrances together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonging to the Schedule 'B and C' Property, who shall hold, possess, use and enjoy all the right, title and interest claims and all other rights, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B and C' Property together with all those rights as mentioned in Schedule 'D' along with the obligations and covenants as detailed in Schedule 'D' hereunder, TO HAVE and TO HOLD the same ABSOLUTELY AND FOREVER free from all encumbrances and the Developer hereby confirm having transferred all their rights in respect of Schedule 'D' Property in favour of the Purchaser /s for the consideration received and acknowledged as above.

1) **ASSURANCES:**

The Developer hereby covenants with the Purchaser/s that notwithstanding anything done or knowingly suffered, the Developer hath good title, right and absolute power to sell, transfer

and convey all and singular Property hereby conveyed, being the Schedule "D and E" Property constructed on the Schedule "C" Property to the Purchaser /s and that the Schedule "D and E" and every part thereof shall at all times remain and be UNTO the Purchaser /s and be quietly entered into, upon, held, possessed and enjoyed by the Purchaser /s jointly in common with all the other owners, without any let, hindrance, interruption or disturbance by the Owner/Developer or anyone claiming through or in trust for them.

2) INDEMNITY:

The DEVELOPER and his successors, executors and administrators, shall at all terms indemnify and keep indemnified the PURCHASER, against any loss, damages, Costs, liens, charges and expenses, if any, suffered by reason of any defect in the clear, free and subsisting title of the VENDOR/DEVELOPER or by breach of the covenants herein contained over the Schedule D and E Property

3) TITLE & TITLE DEEDS:

The Developer has already delivered to the Purchaser /s photo copies of all the documents of title pertaining to the Schedule "C" Property and the Purchaser/s has/have purchased Schedule 'D and E' Property being satisfied with the Owners and Developer's title and its rights to develop Schedule 'C' Property. It is hereby further declared that all the terms and conditions, covenants and obligations as contained in or referred to in the Agreement to Sell referred to above constitute document of title expressing covenants continuing and binding to the extent provided therein on the Developer and the Purchaser /s to the intent that such attendant rights and obligations in respect of Schedule 'B and C' Property shall ensure for the benefit of and be binding upon the Developer and the Purchaser /s in all respects. The relevant original title deeds of the Schedule 'C' Property will be ultimately deposited with the Association in terms of the Act.

4) PROPERTY TAXES AND KHATA:

- 4.1) The Owner and Developer has paid the Municipal taxes and other rates and outgoings on the Schedule 'D and E' Property till date.

- 4.2) The Purchaser/s is/are entitled to secure Municipal Katha of Schedule 'D and E' Property from the jurisdictional municipal office and Developer agrees to sign necessary consent letters.

5) POSSESSION:

- 5.1) The Developer, on or before execution of this Sale Deed, has delivered possession of the Schedule D and E property hereby conveyed by placing the Purchaser/s in actual possession of the Schedule "D and E " Property.
- 5.2) The Purchaser /s hereby confirm/s having taken possession of the Schedule 'D and E' Property and before taking the possession, the Purchaser/s has/have inspected and verified the title deeds with respect to Schedule C Property and everything, including the following:
- a) Correctness of the area of the Schedule 'C' Property.
 - b) Facilities and services provided in Schedule 'D and E' Property and in the Project.
 - c) Project being in conformity with Sanctioned Plan.

5.3) The Purchaser/s hereby declare/s and confirm/s that he/she/they has/have no claims (including for any damages/Interest etc.) against the Developer in relation to sale of Schedule 'D and E' Property and the development of the Project whatsoever and hereby confirm that the Developer has complied with all their obligations towards the Purchaser/s under the Agreement to Sell to the satisfaction of the Purchaser/s and hereby fully and completely discharge the Developer from all their obligations under the said Agreement to Sell except those specifically reserved under this Sale Deed.

6) RIGHTS OF THE PURCHASER /S:

The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- (i) Exclusive ownership of the Apartment;

- (ii) The Purchaser/s shall use the Common Areas like lobbies, paths, etc., in the project along with other Purchasers, maintenance staff etc., without causing any inconvenience or hindrance to them.
- (iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'E' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'C' Property or any part thereof;

7) OBLIGATIONS OF PURCHASER /S:

- (i) To maintain the said apartment and the Project constructed at his/her/their own cost in good and tenantable condition, from this date and in the event of the Purchaser /s committing any act in contravention of the above provision, the Purchaser /s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the /Developer.

- (ii) To pay within fifteen days of demand by the Developer his / her / their share of security deposit / charges / premium / statutory demands demanded by the concerned local authority or Government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said apartment is situated.
- (iii) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- (iv) To bear and pay any new levies / charges / taxes levied by the Central and / or the State Government for the development of the apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser /s pursuant to this Deed, shall

also be borne by the Purchaser /s and the Purchaser /s will indemnify the Developer of any instances of taxes on this Agreement, accruing in future.

- (v) To use and enjoy all the common areas and amenities such as paths and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements etc., more particularly defined under the Act in Schedule 'C' Property as and when permitted in common with other Purchaser /s and other occupants of development in Schedule 'C' Property. The Purchaser /s shall not place objects/things/articles which may hinder free use of any common amenities.

8) NOT TO ALTER NAME:

The Purchaser /s shall not alter or subscribe to the alteration of the name of the Project from 'VKR PARADISE'.

9) DEFECT LIABILITY PERIOD:

The Defect liability period shall be for a period of 5 (five) years from the date of issuance of the Occupancy Certificate. The Defect liability shall cover rectification of structural defects owing to the negligence/omission of the Developer. It is however agreed by the Purchaser /s that from the date of handing over of the possession of the apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said apartment and services therein in the same state and condition in which it is handed over to the Purchaser/s. Subject to the terms as stated in this clause the Developer shall endeavor to rectify the defect within a period of 30 days of such defect being notified in writing to the Developer.

10) **APPLICABILITY:**

The Agreement to Sell between the Developer and the Purchaser/s and this Sale Deed, shall together constitute documents of title to the Schedule 'B' Property for the Purchaser/s and in the event of there being any inconsistency

in terms, conditions, covenants, rights and obligations of the parties detailed in these documents, the terms, conditions, covenants, rights and obligations mentioned in this Sale Deed shall prevail over the said Agreement, as otherwise Agreement to Sell and this Sale Deed shall all form part of one transaction between the parties hereto and shall collectively define the rights and obligations of the parties.

11) STAMP DUTY & REGISTRATION FEE:

This is the first instrument of sale of Schedule B and C Property. This Sale Deed has been made, executed and registered at the cost of the Purchaser /s and the Purchaser /s has/have borne the stamp duty, registration fee payable on this deed and if any further stamp duty and registration fee is demanded by the registration authorities under whatever proceedings, the same shall only be borne by the Purchaser /s. The Developer shall have no liability in respect thereof.

12) PERMANENT ACCOUNT NUMBERS:

The Income Tax Permanent Account numbers of the parties to this Deed are as under:

Developer :

Purchaser /s :

SCHEDULE A PROPERTY

ALL THAT PART AND PARCEL the property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/Sy. No. 82 and measuring 00-0.07.21 guntas or 7851.69 sq.ft,

And BOUNDED ON:

EAST BY	:	40 feet Road.
WEST BY	:	Property belonging to Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh..
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE B PROPERTY

ALL THAT PART AND PARCEL the property bearing vacant immovable property bearing converted Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village, Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently comes under the administrative Jurisdiction of BBMP, Uttarahalli Ward No. 184, having BBMP khata No. 2080/1/Sy. No. 82 and measuring 00-01.79 guntas or 1949.31 sq.ft,

And BOUNDED ON:

EAST BY	:	Property belonging to Sri. R. Ramesh.
WEST BY	:	Remaining property of Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh..
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE C PROPERTY.

(COMPOSITE PROPERTY)

All that piece and parcel of the residentially converted property bearing Sy. No. 82, converted vide conversion order ALN.(S.U) SR/118/2008-09 dt: 21/04/2009 issued by the Deputy Commissioner of Bangalore district, situated Uttarahalli Village,

Uttarahalli Hobli, Bengaluru south Taluk, Bengaluru, presently within the administrative jurisdiction of BBMP having BBMP amalgamated Khata No. 2080/Sy. No. 82, the amalgamated property is totally measuring 00-09 guntas or 9801 Sq. Ft, as per the sketch annexed hereto to this agreement.

And BOUNDED ON:

EAST BY	:	Road.
WEST BY	:	Remaining property of Sri. K.S. Manjunath.
NORTH BY	:	Property belonging to Sri. Mahesh.
SOUTH BY	:	Property belonging to Smt. Shantamma.

SCHEDULE 'D' PROPERTY

(Description of undivided share)

Square Feet of undivided share, right, title and interest / ownership in the Schedule 'C' Property.

SCHEDULE 'E' PROPERTY

(Description of apartment)

All that piece and parcel of the Residential apartment No GF 001, situated in the Ground Floor of the residential multistoried building known as 'VKR PARADISE " to be constructed on the Schedule C Property, measuring 1430 Square feet of Super Built-up area and 934 sq. ft of carpet area, Consisting of three Bedrooms, Hall, Kitchen etc, together with one covered Car Parking Space, Including proportionate share in common areas such as passage, lobbies, staircase, lifts etc., contained in the multistoried building constructed on the Schedule "C" Property .

(The Developer will transfer the pro rata share ofsquare feet of right to the use of the common areas of the building and _____ square feet of Undivided right, share, title, interest and ownership in the Schedule A Property, in favour of the Association of the Allottee/s, in accordance with Section 17 of the Act or in any other manner as may be prescribed by the Government, in accordance with law)

SCHEDULE 'F'
(RIGHTS OF THE PURCHASER)

The Purchaser/s shall have the following rights in respect of the Schedule' C' Property:

- 1) The right to own the apartment described in Schedule 'E' above for residential purposes only; however the same can be utilized for any other commercial purposes with the consent and approval by the other owners of the Project and Competent authority.
- 2) Right to lay cables or wires for Television, Telephone and such other installations, at dedicated part of the Building with prior permission and approval of the concerned authorities and other owners of the Project without causing any disturbance or harm/damages to other owners and apartments.
- 3) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the layout at all reasonable times after notice and permission to enter into and upon other parts of the other apartments to the owners of the Project for the purpose of repairs to or maintenance of the Schedule 'D and E' Property or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners of apartment and making good of any damage caused.

- 4) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in **'VKR PARADISE'** in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 5) Right to make use of all the common roads and passages provided to reach the apartment in Schedule 'C' Property without causing any obstruction for free movement therein.
- 6) Right to dispose of Schedule 'D and E' Property by way of sale, mortgage, gift, exchange or otherwise subject to the same rights and obligations/restrictions placed on the Purchaser/s in the matter of enjoying ownership and possession thereon and any sale/transfer.

SCHEDULE 'G'

OBLIGATIONS ON THE PURCHASER/S

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Developer and other apartment owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Sale Deed.

- 1) Every Purchaser/s shall take physical possession of apartment immediately after the sale deed is executed.
- 2) Every Purchaser/s shall participate towards registration of the conveyance deed to any competent authority in the Project in order to transfer the title deeds either to association or to authorities as the case may be, as and when the law is framed or any rules are given by the appropriate Government to this effect.
- 3) The Purchaser/s shall not to use any spaces earmarked for common facilities, parks in the Project for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct or disturbance to the free movement of vehicles.
- 4) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Sale Deed.
- 5) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule 'C' Property for making use of the same by the

Owner/Developer/Occupants/Users of the balance portions of the property in Schedule 'C' above.

- 6) The Purchaser shall not create nuisance or damage to apartment owned by other owners by allowing pounding, running machinery and causing similar disturbances and noises.
- 7) The Purchaser shall not install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.
- 8) The Purchaser shall not refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Project.
- 9) The Developer reserve the exclusive and absolute right to display project signage in the entrance of Schedule 'C' Property. The Purchaser/s shall not have the right to question the said acts of Developer and/or their transferees or persons permitted by them.
- 10) The Purchaser/s shall abide all the laws and regulations of the Government of Karnataka and Bruhat Bengaluru Mahanagara Palike or any other authorities/s duly constituted from time to time, and answer and be responsible for all notices

or violations and of any of the terms and conditions in this
Sale Deed.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED
AND EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR
FIRST ABOVE WRITTEN:

M. MANOHAR VENDOR	PURCHASER/S
WITNESS: 1.	WITNESS: 2.

Drafted By: