

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the __day of October Two Thousand Eighteen (__/10/2018) at Bangalore by:

Mrs. S.SHANTHI, Aged about 53 years,
W/o Sri.S.Rajamannar,
Residing at no.36,
I Temple Road,
Malleswaram,
Bangalore- 560 003.

Represented by her registered Power of Attorney Holder **M/S. OBEL BUILDERS**,
Represented by its Managing Partner **Mr. C. PAVAN**.

Hereinafter referred to as the Owner/Vendor

AND

M/s. OBEL BUILDERS,
A partnership firm having office at flat no.403
Sai Sri Fortune Homes, II Main, Mallappa Layout,
Babusabpalya, Bangalore – 560 043.

Represented by its Managing partner
Mr. C. PAVAN, aged about 32 years,
S/o. Sri. G.Chandra Shekar Reddy,

Hereinafter called the **DEVELOPERS/BUILDER/CONFIRMING PARTY**

AND IN FAVOUR OF:

Mr. _____, aged about _ years
S/o Sri._____.

R/at: _____,

Hereinafter called the **PURCHASER/S**;

WITNESSETH:

The expressions "VENDOR", "PURCHASER/S" and "DEVELOPERS/BUILDER/ CONFIRMING PARTY" wherever it appear in this context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns.

WHEREAS, the Vendor is the absolute Owner of all that piece and parcel of the immovable bearing Sy No.93/2A measuring 17 guntas, Sy No.93/2B measuring 19 guntas and Sy No.93/2C measuring 05 guntas situate at Horamavu Agara Grama, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore; in all measuring 1 (One) Acre 1 Gunta, which Property is more fully described in the Schedule hereunder and hereinafter referred to **Item - I** as the "SCHEDULE A PROPERTY" for brevity.

WHEREAS, the Vendor is also the absolute Owner of all that piece and parcel of the immovable Property bearing Sy Nos.93/1 measuring 07 guntas, Sy No.93/2C measuring 14 guntas and Sy no.93/2D measuring 19 guntas situate at Horamavu Agara Grama, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore in all measuring 1 (One) Acre, which Property is more fully described in the Schedule hereunder and hereinafter referred to **Item-II** as the "SCHEDULE A PROPERTY" for brevity.

WHEREAS both the Properties situated each other at Horamavu Agara Village , totally measuring 2 (One) Acre 1 Gunta have been converted from Agriculture use to Residential use {vide Conversion Order No.ALN:(E)SR:(KRU.HO)/26/12-13, Dated.22/06/2013, passed by the Deputy Commissioner Bangalore, Bangalore District, Bangalore}**having BBMP Katha No.45.** and hereinafter jointly referred to as the 'COMPOSITE SCHEDULE A PROPERTY' for brevity.

WHEREAS the Vendor herein since the date of acquisition of the Schedule "A" Property has been in peaceful possession and enjoyment of the same as it's absolute owner thereof and they have also obtained BBMP Katha in respect of the Schedule "A" Property issued by the concerned authority, after payment of upto date taxes to the said BBMP in respect of the Schedule "A" Property and have also obtained Plan sanction approved by the BBMP, for the construction of multistoried building over the Schedule "A" Property.

WHEREAS M/S OBEL BUILDERS, a Partnership firm (hereinafter called the DEVELOPERS/BUILDER) have prepared a Development Scheme of construction of multistoried building known as "**OBEL SHANTHI**" on the land described in the Schedule "A" hereto and have entered into a Joint Development Agreement dated.17/09/2011, registered as document No.05625/2011-12, Book – I, registered before the Office of the Sub-Registrar, Shivajinagar (Banaswadi), Bangalore, for the development of the Schedule "A" Property with the Owners and in pursuance thereto a Power of Attorney dated.17/09/2011, is also executed and registered as document No._____/2011-12, Book – IV, by the land owner in favour of the Builder herein. AND WHEREAS, as per the terms of the registered Joint Development Agreement referred to above followed by the Supplemental agreement dated._____, entered by the owner and Builder Dated._____ the Flat bearing No.____ in the _____ **Floor**, in "_____ – **BLOCK**", measuring _____ **Sq.foot** super built up area, alongwith _____ **Sq.ft** of undivided share of land has been allocated to the share of Builder herein, which undivided share of land is more fully described in the Schedule "B" hereunder and hereinafter referred to as the Schedule "B" Property and the flat referred to above is more fully described in the Schedule "C" hereunder and hereinafter referred to as the Schedule "C" Property.

WHEREAS by an agreement of sale the Vendor and Builder are obliged for the Purchaser/s a sale of flat described in Schedule "C" along with undivided interest in the Immovable Property described in the Schedule "A" hereto with rights, liabilities and restrictions in the enjoyment thereof as mentioned in the Schedules hereto.

NOW THIS DEED WITNESSETH THAT in pursuance of the aforesaid and the Purchaser/s agreeing to the stipulations set out in the Schedules below and in

consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) paid by the Purchaser/s to the Builder in the manner referred herein below; the Vendor/Builder doth hereby grant, convey, transfer and sell unto the Purchaser/s the Property described in Schedule "B" and "C" hereto, and together with such undivided interest, rights, estates, claims of the Vendor/Builder into and upon the same and every part thereof TO HAVE AND TO HOLD, subject to the stipulations contained in the Schedules hereto, free from all encumbrances.

The Purchaser has paid a sum of **Rs.**_____/ - (**Rupees** _____ **Only**) to the Promoter/Builder herein in the following manner;

- a) A sum of **Rs.**_____/ - (**Rupees** _____ **only**) by way of RTGS;
- b) A sum of **Rs.**_____/ - (**Rupees** _____ **only**) by way of _____;

the receipt whereof the promoter/builder do hereby admit and acknowledge before the undersigned witnesses;

AND that the Vendor/Builder doth hereby declare that they are the true, lawful and absolute owners of the flat described in the Schedule "C" hereunder along with the land described in the Schedule "B" hereto, and assure the Purchaser/s that the Vendor/Builder herein have not acted in any manner with the result that such right is curtailed. The Vendor/Builder hereby agrees to indemnify the purchaser/s on the title of the Scheduled 'A, B & C' Property and absolute owners of the same.

AND in particular the Vendor/Builders doth hereby declare that the flat described in Schedule "C" and land described in the Schedule "B" hereto is not subject to any lease or Court proceedings and the Vendor have paid all the taxes and out goings upto this date in respect thereof and undertake to discharge any such amount levied or leviable upto this date.

AND that the Vendor/Builders doth further assure the PURCHASER/S that the Vendor/Builders shall do or cause to be done all things the PURCHASER/S may reasonably require however at the cost of the PURCHASER/S for more perfectly

assuring the flat and undivided interest in the land described in the Schedule "A" hereto to be conveyed, granted, transferred and sold to the PURCHASER/S.

The Vendor/Builder assures the PURCHASER/S that up to date property taxes in relation to Schedule-A Property have been paid. The PURCHASER/S herein shall be primarily responsible to organize separate assessment of the Schedule 'B' and 'C' Property and for payment of future taxes/Regularization charges if any, to the Bangalore Development Authority. The Vendor/Builder offers to render all assistance to the PURCHASER/S in this regard.

AND that the Vendor/Developer doth hereby assure the PURCHASER/S that it/they shall not convey to any person any interest in the land described in the Schedule "A" hereto without annexing thereto the stipulations contained in the Schedules hereto.

PROVIDED ALWAYS that the Vendor or persons claiming through or under trust for the Vendor shall have the right to enforce the stipulations contained in the Schedules hereto.

The PURCHASER/S is/are henceforth entitled to quietly, peacefully, hold, possess, enjoy, exploit, sell, mortgage, the Schedule 'B' and 'C' Property in what so ever manner, the Purchasers may deem fit and proper without any let, hindrance, or interference either from the Vendor or Vendor/Developer or any one claiming under them, however subject to the other terms and conditions, contained therein.

The Vendor/Developer offers to hand over all the original documents of title, pertaining to Schedule-A Property to the association to be formed by the Apartment owners of Schedule-A Property after completion of all the formalities. It is declared that the Vendor/builder shall be responsible for maintenance, upkeep, security, watch and ward etc., only in regard to the unsold apartments till they are taken over by the association.

After the date of the Apartment is ready for occupation, whether the possession is taken or not, if any regularization charges or other levies are charged, levied or sought to be recovered in retrospective by the Bangalore Development Authority or other public Authority in respect of the Schedule "C" Property, the same shall be

borne and paid by the PURCHASER/S in proportion to their undivided share in the Schedule "B" property

The expenses of stamp duty and registration of this sale deed is borne by the PURCHASER/S herein and the applicable Sales tax, Service tax, Property Tax and any other Government Taxes in respect of the sale of the Schedule 'B' and 'C' Property shall be borne by the PURCHASER/S.

PROVIDED ALWAYS that the Vendor/Builder doth hereby agree to abide by the stipulations contained in the Schedule hereto

SCHEDULE A PROPERTY

ITEM-I:

All that piece and parcel of land bearing Sy No.93/2A measuring 17 guntas, Sy No.93/2B measuring 19 guntas and Sy No.93/2C measuring 05 guntas situate at Horamavu Agara Grama, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore; in all measuring 1 (One) Acre 1 Gunta and bounded as follows :

On the East by : Land of Sri.P.Narayanaswamy
West by : Land of Philip Ettamparampil (Vincent Palotine School)
North by : Land of Sri.P.Sampangachari
South by : Land of Sri.Narayanaswamy

ITEM-II:

All that piece and parcel of land bearing Sy Nos.93/1 measuring 07 guntas, Sy No.93/2C measuring 14 guntas and Sy no.93/2D measuring 19 guntas situate at Horamavu Agara Grama, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore in all measuring 1 (One) Acre and bounded as follows :

On the East by : Land of Sri.Narayanaswamy

West by : Land of Philip Ettamparampil (Vincent Palotine School)
North by : Railway Lane
South by : Land of Sri.Eswarachari

Note: both Properties situated each other at Horamavu Agara Village , totally measuring 2 (One) Acre 1 Gunta have been converted from Agriculture use to Residential use {vide Conversion Order No.ALN:(E)SR:(KRU.HO)/26/12-13, Dated.22/06/2013, passed by the Deputy Commissioner Bangalore, Bangalore District, Bangalore}having BBMP Katha No.45.

SCHEDULE - 'B '

_____ sft of undivided right, title and interest in the Schedule-A property.

SCHEDULE - 'C'

Apartment No._____, (**___BHK**) **BLOCK NO.**___ in the building called **“OBEL SHANTHI”** on the _____ **Floor**, to be constructed on the Schedule ‘A’ property proportionate to the schedule B property having a super built up area (i.e. plinth area + proportionate share of common area) of _____**sq.ft** along with _____ **Covered car park no.**_____ in the basement / Stilt.

SCHEDULE 'D'

(Restrictions on the right of the Purchaser)

The Purchaser so as to bind himself/herself/themselves, his/her/their success-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and in consideration of the covenants of the Seller being binding in him/them and the owners of the other undivided interest in the Property described in the Schedule 'A' hereto agrees to be bound by the following terms and conditions;

1. Not to use or to permit the use of the Property described in the Schedule 'A' hereto in a manner, which would diminish the utility of the common amenities to be provided in the proposed development scheme.
2. Not to use the roadways and side open space in the land described in the Schedule 'A' hereto for parking any heavy vehicles or to use them in a manner, which might cause hindrance for the free ingress or egress from other parts of the Schedule 'A' Property;
3. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in the Schedule 'A' hereto or the expenses to be shared by the owners of the proposed development schemes or any part thereof.

4. Not to make any arrangement for the maintenance, servicing and upkeep of the development scheme on the land described in the Schedule 'A' hereto and for ensuring the common amenities therein for the benefit of all concerned.

SCHEDULE 'E'

(Rights included in the transfer to the Purchaser/s)

1. Full right and liberty for the Purchaser/s and all persons authorised by the Purchaser/s (in common with all persons entitled, permitted or authorised to the like right) at all times by day or by night and for all purposes to go, pass and re-pass over the common areas in the proposed development scheme.
2. Full right and liberty to the persons referred to in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night for all purposes to get and re-pass over the roadways and pathways in the land described in the Schedule 'A' hereto.
3. The Purchaser shall be entitled to have free and uninterrupted passage of water, Gas, Electricity to the Schedule "C" Property and waste/sewage, etc., from the Schedule "C" Property through the pipes, wires, cables, sewer lines, drains which are or may at any time hereafter, be passing in or under or through the Schedule "A" Property or other portions constructed on the Schedule "A" Property.
4. The Purchaser shall be entitled to the subjacent lateral vertical and horizontal support of the Schedule "C" Property from the other parts of the building.
5. The Purchaser shall have the right to lay cables/wires/lines for Radio, Television, Telephone or other communication installations leading to and from the Schedule "C" Property.

6. The Purchaser shall have the right to entry and passage with or without workmen to the other parts of the building for the purpose of or in connection with repairing and maintaining the Schedule "C" Property and for repairing, cleaning, maintaining the water tanks, sewer line, drains, cables, pipes and wires leading to or from the Schedule "C" Property ensuring that minimum disturbance is caused to the Owners/Occupiers of other units.

7. The right to do all or any of the acts, aforesaid without notice in the case of any emergency.

SCHEDULE 'F'

The Purchaser in the proportion of the undivided interest hereby conveyed along with the other Purchaser in the proportion of the undivided interest held by them shall be deemed to have accepted the following expenses;

1. All rates and out goings payable in respect of the land described in the Schedule 'A' hereto.

2. The expenses of maintaining the common services in the proposed development scheme and the routine maintenance like painting, washing, cleaning, etc., and replacing any electrical and mechanical parts of machines, sanitary and electrical installations common to the building. The developers/Builder shall without consequential liability carry out the above services, against payment of the sums as may be determined by the Builder from time to time.

3. Should the Purchaser default payments for any common expenses, benefits or amenities, the Builder or a majority of the Purchaser while carrying out the services as contemplated above, shall have the right, to remove such common amenities from their enjoyment including water services and electricity.

4. Provided always that the Developers/Builder shall not be liable for and the Purchaser shall be liable for the expenses of maintenance of common amenities in the property described in the Schedule 'A' hereto and the proposed development scheme from the date of communications of the Developers/Builder to the Purchaser

indicating the formers' willingness to put the Purchaser or his/her/their nominee/s in possession of the property conveyed by this deed.

SCHEDULE 'G'
(THE DEVELOPERS/BUILDER COVENANT)

The Developers/Builder hereby covenants with the Purchaser/s as follows;

1. That the developers/Builder will require every person to whom they shall hereafter transfer, grant or lease any properties comprised in the property described in the Schedule-A hereto and in the proposed development scheme to covenant and to observe the conditions and observe the restrictions set forth in the scheme above.
2. That the developers/Builder and the assigned or trustees claiming through or in trust for the developers/Builder in respect of the development scheme or any part thereof will always respect the rights of the Purchaser mentioned in this deed and in the Schedule 'E' in particular.
3. The Developers/Builder hereafter shall faithfully follow the covenants herein contained and shall not confer on any other person or persons any right not reserved for the Purchaser herein nor shall they contract to exclude for the transferees any burden expressed to be shared by the Purchaser herein.
4. The Developers/Builder accept and agree that any covenant by the Developers/Builder in future if any deed or document reducing or altering the right of the Purchaser herein or imposing on the Purchaser any restrictions not found herein before shall be void.
5. The developers/Builder shall handover the original title deeds to the Apartment Owners Association on the same being formed;

The present market value of the flat and undivided interest in the land transferred herein is **Rs.**_____/ - (Rupees _____ Only).

IN WITNESS WHEREOF the parties to this Deed have hereunto set and subscribed their respective signatures and seals on the day, month and year first above mentioned.

WITNESSES:

1.

VENDOR
(Represented by registered Power of Attorney Holders)

2.

BUILDER/CONFIRMING PARTY

PURCHASER

Drafted by: