

ABSOLUTE SALE DEED

This ABSOLUTE DEED OF SALE is made and executed on this
..... day of **Two Thousand Seventeen(...06.2017)** at
Bangalore.

BETWEEN

Mr.Khader Sheriff, s/o late Sabjan Sab, aged about 61 years
Mrs Mallika Begum, w/o Khader Sheriff, aged about 45 years
Ms.Anjum, d/o Khader Sheriff, aged about 28 years
Mr. Mujahid Sheriff, s/o Khader Sheriff, aged about 26 years
Ms .Tarannum Tasnim. d/o Khader Sheriff, aged about 24 years
Mr. Masood Sheriff, s/o Khader Sheriff, aged about 22 years
Ms.Tabassum, d/o Khader Sheriff, aged about 21 years
Represented by their General Power of Attorney holder,

M/s. ALPINE HOUSING DEVELOPMENT CORPORATION LIMITED

No:302, Alpine Arch, No:10, Langford road, Shanthinagar, Bangalore
PAN No:AACCA4839Q (GPA dated 23/03/2009, document
no:01/2009-10)

represented by its Joint Managing Director **Mr. S.A. RASHEED**
(Hereinafter referred to as the "**OWNERS**" which term wherever the
context permits shall mean and include his heirs, executors,
administrators, assigns or any one claiming through or under them).

AND

M/s. ALPINE HOUSING DEVELOPMENT CORPORATION LIMITED,

A company duly incorporated under the companies Act 1956,
Having its registered office at No.302, Alpine Arch, No.10,
Langford Road, Bangalore,
Represented by its Joint Managing Director **Mr.S.A.RASHEED** and
represented by SPA holder Mr.Ashok Kumar Tripathy

(hereinafter referred to as the "**DEVELOPER**", which expression shall,
wherever the context so requires or admits, mean and include their
successors-in-office, directors, executors, assigns etc.,).

The 'OWNERS' and the 'DEVELOPER' are hereinafter jointly referred to as the 'VENDORS' (which expression shall, wherever the context so requires or admits, shall mean and include, their respective heirs/partners, executors, administrators, successors-in-office and assigns) on the **FIRST PART**.

IN FAVOUR OF

1. Mr./Mrs.,
Aged about years,
S/o. Mr.....,
Residing at

Email :
Mobile :

PAN No:

(Hereinafter referred to as the "**PURCHASER**", which expression shall wherever, the context so requires or admits, mean and include, his/her / their heirs, executors, legal Representatives, administrators and assigns etc.) of the **OTHER PART**

WITNESSES AS FOLLOWS :

WHEREAS the agricultural land bearing Survey No.105/5 measuring 4 Acres 19 Guntas situated at Hoody Village, Krishnarajapuram Hobli, Bangalore East taluk belonged to one Basha Saheb @ Khasim Saheb. After the death of Late Basha Saheb @ Khasim Saheb his legal heirs being Mrs. Robiyabi @ Pyariejan (wife of deceased first son Late Usman Saheb) Sunna Saheb second son of Late Basha Saheb @ Khasim Saheb and Mr. Sabjan Saheb third son of Late Basha Saheb@ Khasim Saheb partitioned the aforesaid property vide registered Partition Deed dated 19.05.1966, Document no.977/1966-67, Volume 575 at pages 66-67, in Book I, at the office of the Sub registrar, Bangalore South Taluk. Whereas in the aforesaid partition deed the property bearing Survey No. 105/5 measuring 4 Acres 19 Guntas fell in to the share of Mr. Sabjan Saheb son of Late Basha Saheb.

WHEREAS after the death of Late Sabjan Saheb the said property was inherited by his wife Mrs. Sayeda Unnisa and son Mr. Khader Shariff.

Subsequently after the death of Mrs. Sayeda Unnisa on 01.03.1997, her only son Mr. Khader Sheriff along with his wife and children became the absolute owners of the property and their names were mutated in the revenue records. Ever since the date of inheritance the said Mr. Khader Sheriff and his family were in the absolute possession and the enjoyment of the schedule 'A' property and have absolute power to convey the same.

WHEREAS Mr. Khader Shariff, the Owner at Sl No. 1 herein, made an application to the Deputy Commissioner, Bangalore District, seeking permission for change of land use from agricultural to non agricultural residential purposes. On receipt of the payment of the conversion charges, the Deputy Commissioner, Bangalore District, has accorded permission to use the aforesaid land for residential purpose vide its Official Memorandum bearing No. BDS:ALN(E)SR(KH)/111/06-07, dated 10.11.2008.

WHEREAS the aforesaid property come within the limits of BBMP and assessed to municipal property and katha of the same stands in the name of the Owners. The entire land under sy.no:105/5 measures 4 acres 19 guntas out of which 39 guntas being gifted to owners son out of love and affection. Thus remaining extent of land is transacted as detailed below.

WHEREAS the Owners who are joint and absolute owners of the property bearing Survey No, 105/5 measuring 3 Acres 20 Guntas situated at Hoody Village, Krishnarajapuram Hobli, Bangalore East taluk, more fully described in the Schedule hereunder and hereinafter referred to as the "**Schedule A Property**" desirous of developing the said property jointly decided to construct a composite residential apartment. Hence they have entered into an Agreement with the Developer herein for development of Schedule 'A' Property into residential apartment buildings;

WHEREAS the Owners have executed a Joint Development Agreement dated 23.03.2009 registered vide document bearing no No.MDP-1-00005/2009-10, Stored in CD No MDPD36, registered at the office of Sub-Registrar, Mahadevapura along with the General Power of Attorney dated 23.03.2009 registered vide document bearing No. MDP-4-00001/2009-10 stored in CD MDPD36 at the office Sub-Registrar, Mahadevapura in favour of Alpine Housing Development Corporation Limited, the Developer herein in order to develop the Schedule A Property into residential complex.

WHEREAS the Owners and the Developers after execution and registration of the Joint Development dated 23.03.2009, realized that the boundaries mentioned in the Schedule of the said Joint Development Agreement dated 23.03.2009 were inadvertently mentioned wrong, with the request of the Developer the Vendors executed a Rectification Deed on dated 11.06.2013, registered vide Document No DP-1-01232/2013-14 stored in CD MDPD128 to rectifying the boundaries to the Schedule described in the Joint Development Agreement.

WHEREAS after entering into aforesaid Joint Development Agreements and the General Power of Attorney dated 23.03.2009 and rectification Deed dated 11.06.2013, the Developer has obtained the necessary permissions, no objection certificates for development of the Schedule 'A' Property into an apartment building/s and the Bangalore Mahanagara Palike (BBMP) has approved the building construction plans vide **LP bearing No BBMP/ Addl.dir/ JDNORTH/ LP/0421/2012-13 dated 22.02.2014** for construction of apartment building/s in the "A" Schedule Property, Whereas, the residential Apartment building is called and known as "**ALPINE FIESTA**"

WHEREAS the Developer have formulated a scheme of ownership of apartments in **ALPINE FIESTA** being constructed on the Schedule 'A' Property, in terms of which any person desirous of owning an apartment in Alpine Fiesta is required to purchase from the Owners the proportionate undivided interest in the Schedule 'A' Property by entering into an Agreement to Sell with the Owners and Developer, by virtue of which, such Purchaser derives a right to get constructed the corresponding apartment in Alpine Fiesta selected by the Purchaser exclusively through the Developer. In the overall scheme, each of the owner of the apartment in Alpine Fiesta will be proportionately holding undivided ownership right, title and interest in the Schedule 'A' Property, absolute ownership over the apartment got constructed, common joint ownership over all the common areas and facilities and right to use the car parking space in the basement/surface level in the Schedule-A Property; in the development and the scheme as stated above forms the basis of the sale and the Owners and Developer have, based on the proposed construction, worked out the proportion of undivided share to be sold/transferred;

WHEREAS the Owners and the Developer have mutually agreed and identified the apartments, built up areas falling to their respective shares in residential buildings to be constructed by the Developer on the schedule 'A' property in terms of sharing agreement/supplementary agreement dated 19/01/2014 and agreed that the Owner and Developer are entitled to dispose of their respective shares of the built-up areas, car parking and other areas in their own names.

WHEREAS the Owners and the Developer hereby represents that the Schedule 'A' Property is free from all encumbrances, charges, litigations, attachment, tenancy or other claims and that Sellers' title to the Schedule 'A' Property is clear, valid and marketable and there are no impediments/restrictions to develop the Schedule 'A' Property and/or sell the same ;

WHEREAS the Purchaser herein after having scrutinized title deeds of the Schedule 'A' Property and approvals taken by the Developer for construction of the apartment buildings and being fully satisfied with the same is desirous of owning an apartment morefully described in Schedule 'C' hereunder, hereinafter referred to as the Schedule 'C' Apartment, and has offered to join the scheme of ownership of apartments in Alpine Fiesta recited above, formulated by the Owners and the Developer and has agreed to purchase the proportionate undivided share in the Schedule 'A' Property, morefully described in **Schedule 'B'** hereunder and hereinafter referred to as the Schedule 'B' Property.

WHEREAS for the sake of convenience and brevity, the schedule "B" and "C" properties are hereinafter collectively referred to as the "Schedule Property".

WHEREAS, the purchaser/s being interested in owning an apartment of their own, contracted to purchase specific undivided share in the land from the owners/vendors and constructed apartment from the builders in pursuance of the modality and scheme of ownership, the Owners/vendors have agreed to sell an undivided share of ____/152460 sq.ft of land comprised in the schedule 'A' property morefully described in the schedule 'B' property for a total sale consideration of Rs._____(in Words)(including TDS). Out of which an

advance amount of Rs.____ () is paid to Developer under aforesaid agreements for the development of residential complex which is more particularly mentioned and described in the schedule 'C' hereunder. The purchaser hereby pays remaining balance sale consideration amount of Rs.____/-() on this day by _____, the receipt of same is herein acknowledged by vendors in presence of witnesses;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS

1. That in pursuance of the foregoing and in consideration, a sum of **Rs. /- (Rupees only) (Including TDS)** is paid by the Purchaser to the developer for the undivided share of land, which amount the vendors do hereby admit and acknowledge in full and final settlement towards the accounts and jointly set over joint possession of the Schedule 'B' Property and vacant physical possession of the Schedule 'C' Apartment and do hereby grant, convey, sell, transfer, assign and assure UNTO AND TO THE USE of the said Purchaser the Schedule 'B' and 'C' Properties free from all encumbrances, court attachments, maintenance charges, claims and demands whatsoever together with all the rights of way, easements of necessity, water, water courses, drains, privileges, appurtenances, advantages whatsoever pertaining to or belonged to the Schedule 'B' and 'C' Properties who shall hold, possess, use and enjoy all the right, title and interest, claims, payments, privileges and amenities belonging thereto TO HAVE AND TO HOLD the Schedule 'B' and 'C' Properties and every part thereof TO AND UNTO THE Purchaser absolutely and forever.

2. The owners and developer hereby covenant with the Purchaser that notwithstanding any act, deed or thing herein before done excluded or knowingly suffered, the owners and developer have full power and absolute authority and indefeasible title to sell the Schedule 'B' and 'C' properties and the said properties are free from all encumbrances like maintenance charges and obligations whatsoever and the Purchaser shall hereinafter peacefully and actually HOLD, POSSESS AND ENJOY the Schedule 'B' and 'C' Properties without any claims or demands, disturbance or interruption whatsoever from the owners/developer.

3. The owners and developer further covenant that they shall do or execute or cause to be done or executed all such lawful useful acts, deeds and things and execute deeds of further assurances, confirmation deed, rectification deeds and other things whatsoever for further and more perfectly and more fully conveying and assuring ownership and

possession of the Schedule 'B' and 'C' Properties and every part thereof in the manner aforesaid, according to the true intent and correct meaning of this deed.

4. That the Vendors shall keep up the Purchaser fully indemnified and harmless against all loss or liability, action proceedings, cost or claims, that may arise against the Purchaser or against the property hereby conveyed, by reason of any defect in for want of title, on the part of the owners.

5. The Vendors hereby assure and covenant with the Purchaser that there are no encumbrances or any settlement, will charge, lien, mortgages, attachments, maintenances\ charges, either by agreement, order or land acquisition proceedings or notifications of any kind or any other security or claim on the Schedule 'B' and 'C' Properties that may in any manner derogate the full and absolute ownership of the property hereby conveyed.

6. The vendors have already delivered and placed the Purchaser in Constructive possession of schedule 'B' Property and actual physical vacant possession of the Schedule 'C' Property, further the purchaser cannot exercise any future claim/s whatsoever over them.

A. RIGHTS OF THE PURCHASER:

1. The right to own the Schedule "C "Apartment, for residential purposes only.

2. The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times, and for all purposes, to use the staircase, passages, and common areas (except the earmarked respective Car Parking Spaces, the earmarked garden Spaces allotted to the Ground Floor Apartment Holder and earmarked Terrace Spaces allotted to the Top Floor Apartment with restrictive covenants). The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks;

3. The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building;

4. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;

5. The right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building; however, recognizing and reciprocating such rights of the other Apartment Holders;

6. The right of entry and passage for the Purchaser and their Agents or workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused;

7. Only the Ground Floor Apartment Holders shall have the exclusive use of allotted Garden Space if acquired by them by paying additional consideration to the Developer and the Uppermost Floor Apartment Holders shall have the exclusive of the allotted Terrace Areas if acquired by them by paying additional Consideration to Developer.

B. OBLIGATION OF THE PURCHASER :

The Purchaser hereby agrees, confirm and undertake the following obligations

1. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Apartment, any noisy, offensive or dangerous trade or pursuit or which may be or become in any way a nuisance, annoyance or danger to the Developer or the other Apartment Owners or occupiers of the other Apartments or the neighbors' which may tend to depreciate the value of the said Apartment or any part thereof;

2. The Purchasers shall use the Schedule 'C' Apartment only for residential purposes. The Purchasers shall give to the Owners of the other Apartments, the necessary Vertical, horizontal and lateral support for their Apartments and reciprocate and recognize the rights of the other Apartment owners in the building.

3. The purchaser shall become and remain a member of the association(hereinafter referred to as the "Association") to be formed by and consisting of all the owners in the schedule 'B' property for the purpose of attending to maintenance and safety of the schedule 'B' property and the buildings constructed thereon and all matters of common interest and shall observe and perform the terms and conditions and Bye-laws/Rules and Regulations of such Association.

4. The Purchaser agrees that the Purchaser shall pay the maintenance charges regularly to the Developer / Organization / Association of owners formed for the purpose for the maintenance of the Building and such maintenance charges shall include all the amounts payable with regard to the common repairs, common interest, common maintenance, painting, etc., including maintenance of internal roads, compound walls and other amenities and facilities provided in the Building constructed on the Schedule 'A' Property. The Purchaser shall observe and perform all the rules and regulations that may be incorporated by the Developer / Organization / Association of owners;

5. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment Owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Organization to be formed by or among the Apartment Owners in the Building;

6. The Purchasers shall duly and punctually pay the proportionate share of municipal taxes, rates and cesses, insurance charges, cost of

maintenance and management of the building, charges for maintenance of services, like water, sanitation, electricity etc., salaries of the employees of the Organisation/ Association owners and other expenses in regard to the Building as may be determined by Developer/Organisation/Association of owners, from time to time, such share shall commence from the date of notice for Apartment hand over, irrespective of whether the Purchaser take possession thereof or not;

7. The Purchaser will not put up any hoarding, name plates, sign-boards, graffiti etc. in place other than that demarcated and allotted by the Developer;

8. The purchaser shall keep the common areas, open spaces, parking areas passages, staircase, lobbies etc., free from obstructions and in a clean and orderly manner and shall not encroach on any common areas and rubbish/refuse shall not be thrown out of the apartment anywhere;

9. The Purchaser shall keep the Apartment walls, drains, pipes and other fittings in good and habitable repair and condition and in particular so as to support and protect the parts of the building, other than the Apartment of the Purchaser and shall carry out internal works or repairs as may be required by the Managing Committee of the Organization / Association of owners;

10. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Apartment, and not change the outside colour scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the Apartment Owners;

11. The Purchaser shall not alter or subscribe to the alteration of the name of the building, which shall be known as "**ALPINE FIESTA**"

12. The Purchaser shall not park any vehicles in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Purchaser. The parking right shall not be transferred or parted or licensed except with the transferring or parting or licensing of the apartment.

SCHEDULE - 'A'
(Description of entire Property)

All that piece and part parcel of the converted land bearing **Survey No.105/5**, measuring 3 Acres 20 Guntas converted vide Official Memorandum bearing No.BDS: ALN(E)SR(KH)/111/06-07 dated 10.11.2008 situated at Hoody Village, Krishnarajapuram Hobli, Bangalore East Taluk, Bangalore Rural District, Bangalore (as mentioned in Schedule 'A' of the Joint Development Agreement) and bounded on :

East by: Property of Mr.Muniyappa & Mr.Govardhan Reddy.

West by: Road.

North by: 30 ft road and then Property of Mr.Rajappa,
Mr.Chandra &
brothers

South by: Property of Mr. Nagappa

SCHEDULE - 'B'
(Description of undivided share agreed to be conveyed)

An undivided/152460th share in the land comprised in the Schedule 'A' Property.

SCHEDULE - 'C'
(Description of the Apartment)

An BHK Apartment bearing No. on the in Block of the Building known as "**ALPINE FIESTA**" constructed in the Schedule-A Property with a super built-up area of **Square Feet** (which is inclusive of proportionate share in balconies, common areas attributable thereto and limited access to the terrace area i.e. from the lift room to the water tank for the purpose of repairs) with **car Parking** space.

IN WITNESS WHEREOF the PARTIES herein have executed this AGREEMENT in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR

2)

DEVELOPER

PURCHASER