BK I 640/2015-16



DEED OF ABSOLUTE SALE

This Deed of Absolute Sale is made and executed on this 21st day of May 2015 at Bangalore;

BETWEEN:

1. Mr. ITTIRA DAVIS,

S/o Late P.I. Davis,
Aged about 60 years,
R/o No. 55, Dodsworth Layout,
5th Cross, Borewell Road,
Whitefield, Bangalore – 560 066
PAN No. AKAPD7270K

2. Mrs. ANNIE RANDHAWA,

D/o Late P.I. Davis, W/o Mr. Gurmeet Singh Randhawa, Aged about 58 years, R/o No. 35, MEG Officers Colony, Banaswadi Road, Bangalore – 560 033 PAN No. ADFPR3842M

3. Mrs. RACHEL DAVIS,

D/o Late P.I. Davis, W/o Mr. Valentine Furtado, Aged about 56 years, R/o No.8, Nandi Durga Road, Bangalore – 560 046 PAN No. AJCPD4038L

(VENDOR Nos. 1 to 3 are hereinafter jointly referred to as "the VENDORS" which term, wherever the context permits, shall mean and include their respective heirs, successors, executors, assigns, administrators and legal representatives of the FIRST PART;)

2 N. Landhaur

For APRANJE ESTATES LTD

Director

2 Tachel Davis



ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Apranje Estates Limited Rep by its Managing Director Mr. Sanjeev M. Mehta , ಇವರು 7000000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	700000.00	DD No. 003032, dt 20/05/15, drawn on Axis Bank Ltd., Cunningham Road,
		Bangalore
ಒಟ್ಟು :	700000.00	

ಸ್ಥಳ :

ಗಾಂಧಿನಗರ

ದಿನಾಂಕ: 21/05/2015

% ---- 21/0 5/15 ಹಿರೆಯ ಉಪನೇಕ್ಷಣಗಳಿಗೆ ಆಗಿದ್ದಾರೆ ಗಾಂಧಿನಗಳ ಚಿಂಗಳ ಹೆಬ್ಬ-9

Designed and Developed by C-DAC ,ACTS Pune.

FOR APRANJE ESTATES LTD.

AND:

M/s. APRANJE ESTATES LIMITED
A Company Registered under the provisions
Of Companies Act, 1956,
Having office at Apranje Square,
#16, Rest House Crescent Rd (Off Church St),
Bangalore- 560 001.

Represented by its Managing Director:

Mr. Sanjeev M. Mehta.

(hereinafter referred to as "the PURCHASER" which term, wherever the context permits, shall mean and include its legal heirs, respective executors, assigns, administrators of the SECOND PART;)

WHEREAS:

- 1. The VENDORS herein are the OWNERS and in joint possession of the property bearing Municipal No.8, PID No. 92-1-8, Nandi Durga Road, Benson Town, Bengaluru 560 046 measuring an extent of 7900 sq ft which is morefully described hereunder and hereinafter referred to as the Schedule Property;
- 2. The Schedule Property bearing Site No.8, (Old No.3/1) (Previously No.7 known as "Fountain Lodge") Municipal No.5, was originally owned by one Sri. Syed Yusuff Sahib. Sri. Syed Yusuff Sahib executed a Sale Deed dated 01.11.1893 in favour of Sri. Hajee Sir Ismail Sait and the said sale deed was registered on 20.01.1894 as Document No. 1327 in Book I, Volume 133 at paged 333 to 340.
- 3. Pursuant to the death of Sri. Hajee Sir Ismail Sait and in pursuance of the order of Madras High Court in OS No. 280 and 286 of 1939 the property was sold by way of public auction to one Sri.

 M.A. Bakhi and eleven others. The said auction sale was confirmed by the Madras High Court vide its order dated 18.12.1959 and accordingly a sale certificate was issued on 05.11.1960.
- 4. WHEREAS subsequently, a General Power of Attorney dated 10.05.1961 was executed in favour of Mr. M.A Bakhi by the other co-owners of the property permitting him to execute a Sale Deed in respect of a portion of the property in favour of Mr. Sewyn Arnold Cornelius and Mrs. Dorothy Evelyn Cornelius. In pursuance of the said General Power of Attorney, Mr. M.A. Bakhi and others executed a Sale Deed in respect of a portion of Property numbered as 7/1 to Mr. Sewyn Arnold Cornelius and Mrs. Dorothy Evelyn Cornelius. The said sale deed was registered on 24.05.1961, registered as Document No. 632, Book I, Volume 1117 at pages 94 to 101.

For APRANJE ESTATES LTD.

2 D. Kandhane

3 Tachel Don's

Print Date & Time: 21-05-2015 03:41:08 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ: 640

ಗಾಂಧಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 21-05-2015 ರಂದು 02:56:30 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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B. Line	ಒಟ್ಟು :	1250420.00	

ಶ್ರೀ M/s Apranje Estates Limited Rep by its Managing Director Mr. Sanjeev M. Mehta ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

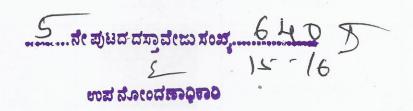
ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Apranje Estates Limited Rep by its Managing Director Mr. Sanjeev M. Mehta		For	APRANJE ESTATES LTI

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ, ಬೆಂಗಳೊಳುತ್ತಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Apranje Estates Limited Rep by its Managing Director Mr. Sanjeev M. Mehta . (ಬರೆಸಿಕೊಂಡವರು)		For A	PRANJE ESTATES LTD. Director
2	lttira Davis S/o Late. P.I. Davis . (ಬರೆದುಕೊಡುವವರು)			Day

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9



- 5. WHEREAS Mr. Sewyn Arnold Cornelius and Mrs. Dorothy Evelyn Cornelius further executed a Sale Deed dated 05.10.1963 in respect of a portion of land in Site No. 7/1 i.e., to an extent of 7900 sq ft to Smt. Leela Gopalan and the said sale deed was registered as Document No. 2133 in Book I, Volume 1273 at pages 103 to 107 in the office of the Sub-Registrar, Civil Station, Bangalore.
- 6. WHEREAS Subsequently Smt. Leela Gopalan applied for bifurcation and transfer of Khatha in respect of the property purchased under sale deed dated 05.10.1963, in her name and as per the endorsement dated 13.11.1963 issued by the Bangalore City Corporation bearing No. KTR.781/1963-64 the Khatha of the land was transferred to the name of Smt. Leela Gopalan and the said land was allotted with a new number 3/1. Pursuant to that, Smt. Leela Gopalan got a residential building constructed thereon after obtaining necessary sanctions and subsequently the property was renumbered as Site No 8.
- 7. Smt. Leela Gopalan thereafter executed a General Power of Attorney dated 20.01.1971 in favour of Sri. V. Shanker granting him powers to execute in favour of Mrs. Grace Davis only. Subsequently, a Sale Deed dated 25.01.1971 was executed by Smt. Leela Gopalan represented by her General Power of Attorney Holder Sri. V. Shanker in favour of Mrs. Grace Davis W/o P.I. Davis in respect of the Schedule Property and the sale deed was registered as Document No. 4239/1970-71 in Book I, Volume No. 2287 at pages 216 to 221 in the office of the Sub Registrar Gandhinagar, Bangalore.
- 8. Mrs. Grace Davis passed away on 05.12.1996 leaving behind her three children namely Mr. Ittira Davis, Mrs. Annie Randhawa and Mrs. Rachel Davis as her only legal heirs who subsequently got the Khatha in respect of the Schedule Property transferred in their names and thereafter got constructed a multistory apartment comprising of Ground Floor, Mezzanine Floor, First Floor, Second Floor and Third Floor totaling seven residential units on the Schedule Property after obtaining necessary sanctions and approvals by the Bangalore Mahanagara Palike vide L.P. No. DC/E/1030/04-05 dated 05.03.2005. Schedule property has been allotted PID No. 92-1-8 by BBMP.
- Based on the representations, warranties and undertakings given by the VENDORS, the PURCHASER is hereby willing to purchase the Schedule property and the VENDORS hereby agree to convey the Schedule Property on terms and conditions, as set out herein below;

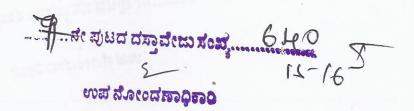
For Apranie Estates Ltd.

Director

3 Kachel Dans

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Mrs. Annie Randhawa D/o Late, P.I. Davis . (ಬರೆದುಕೊಡುವವರು)			X Handlan
4	Mrs. Rachel Davis D/o Late, P.I. Davis . (ಬರೆದುಕೊಡುವವರು)			Zadel Dar

ಹಿರಿಯ ಉಪನೋಂದಣಾಭಿಕಾರಿ ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9



NOW THIS DEED OF SALE WITNESSETH:

ARTICLE - 1: SALE OF SCHEDULE PROPERTY:

- 1.1 In consideration of the PURCHASER having paid the total sale consideration of Rs. 12,50,00,000/-(Rupees Twelve Crores Fifty Lakhs only) as set out under ARTICLE-2 on or before the execution of these presents, to the VENDORS, the VENDORS hereby CONVEY, GRANT and TRANSFER unto the PURCHASER all the right, title and interest in the Schedule Property to have and to hold the same absolutely and free from all encumbrances, easements, etc..
- 1.2 Simultaneously, the VENDORS shall:
 - 1.2.1 place the PURCHASERS into quiet, vacant and peaceful possession of the Property in accordance with Article 2;
 - 1.2.2 hand over original documents of title to the Property including but not limited to previous title documents, electricity and water bills, and the like along with duly executed instrument of transfer.

ARTICLE -2: CONSIDERATION

- 2.1. The PURCHASER has this day paid to the VENDORS an amount of Rs. 12,50,00,000/-(Rupees Twelve Crores Fifty Lakhs only) as follows:
 - VENDOR No.1 Mr. Ittira Davis has been paid a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakhs Only) by the PURCHASER vide cheque dated 12.03.2015, bearing No. 904906, drawn on ICICI Bank, Bangalore.

VENDOR No. 1 has been paid a sum of Rs. 67,00,000/- (Rupees Sixty Seven Lakhs Only) by the PURCHASER vide cheque dated 10.04.2015 bearing No. 30487, drawn on Axis Bank, Bangalore.

VENDOR No. 1 has been paid a sum of Rs. 3,12,50,000/- (Rupees Three Crores Twelve Lakhs Fifty Thousand Only) by the PURCHASER vide Demand Draft dated 20.05.2015 bearing No. 003036 issued by Axis Bank Ltd., Cunningham Road Branch, Bangalore.

A sum of Rs 4,16,667/- (Rupees Four Lakhs Sixteen Thousand Six Hundred and Sixty Seven only) has been deducted towards TDS on the sale consideration and deposited to Mr. Ittira Davis, PAN No. AKAPD7270K, by purchaser, as per Income Tax guidelines.

and VENDOR No.1 hereby acknowledges the receipt of the amounts mentioned herein above. For APRANIE ESTATES LTD.

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Cyrus Jamshed Unvalla S/o Late. J.P. Unvalla Shroffs Estates Agency Pvt Ltd., No. 39, Vittal Mallya Road, Bangalore- 01	Shoull
2	M.S. Madan Kumar S/o M. Satya Kumar No. 16, Rest House Crescent Road, Bangalore-01	Al Moon De

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9

ಿ 1 ನೇ ಪುಸ್ತಕದ ದಾ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ GAN-1-00640-2015-16 ಆಗಿ

ಸಿ.ಡಿ. ನಂಬರ GAND232 ನೇ ದ್ದರಲ್ಲಿ "

ದಿನಾಂಕ 21-05-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

21/05/15

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ (ಗಾಂಧಿನಗರ

DA DA A BEFORE

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪ ವೋಂದಣಾಧಿಕಾರಿಗೆಳೆತಿ ಸಾಂಧಿನಗರ್ಭ ಖಂಗಳೂಕ್ಕು (ii) VENDOR No. 2 Mrs. Annie Randhawa has been paid a sum of Rs. 33,00,000/-(Rupees Thirty Three Lakhs Only) by the PURCHASER vide cheque dated 12.03.2015, bearing No. 904907, drawn on ICICI Bank, Bangalore.

VENDOR No. 2 has been paid a sum of Rs. 67,00,000/- (Rupees Sixty Seven Lakhs Only) by the PURCHASER vide cheque dated 10.04.2015 bearing No. 30488, drawn on Axis Bank, Bangalore.

VENDOR No. 2 has been paid a sum of Rs. 3,12,50,000/- (Rupees Three Crores Twelve Lakhs Fifty Thousand Only) by the PURCHASER vide Demand Draft dated 20.05.2015 bearing No. 003035 issued by Axis Bank Ltd., Cunningham Road Branch, Bangalore.

A sum of Rs 4,16,667/- (Rupees Four Lakhs Sixteen Thousand Six Hundred and Sixty Seven only) has been deducted towards TDS on the sale consideration and deposited to Mrs. Annie Randhawa, PAN No. ADFPR3842M, by purchaser, as per Income Tax guidelines

and VENDOR No.2 hereby acknowledges the receipt of the amounts mentioned herein above.

(iii) VENDOR No.3 Mrs. Rachel Davis has been paid a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakhs Only) by the PURCHASER vide cheque dated 12.03.2015, bearing No. 904908, drawn on ICICI Bank, Bangalore.

VENDOR No. 3 has been paid a sum of Rs. 67,00,000/- (Rupees Sixty Seven Lakhs Only) by the PURCHASER vide cheque dated 10.04.2015 bearing No. 30489, drawn on Axis Bank, Bangalore.

VENDOR No. 3 has been paid a sum of Rs. 3,12,50,000/- (Rupees Three Crores Twelve Lakhs Fifty Thousand Only) by the PURCHASER vide Demand Draft dated 20.05.2015 bearing No. 003037 issued by Axis Bank Ltd., Cunningham Road Branch, Bangalore.

A sum of Rs 4,16,667/- (Rupees Four Lakhs Sixteen Thousand Six Hundred and Sixty Seven only) has been deducted towards TDS on the sale consideration and deposited to Mrs. Rachel Davis, PAN No. AJCPD4038L, by the PURCHASER as per Income Tax guidelines.

and VENDOR No.3 hereby acknowledges the receipt of the amounts mentioned herein above.

The VENDORS whereof hereby acknowledge the receipt of entire sale consideration 2.2. amount from the PURCHASER in the manner set forth herein above and further discharge the PURCHASER from its liability of paying any further amount towards the For APRANIE ESTATES LTD.

sale consideration.

2.3. The PURCHASER has deducted 1% of the total sale consideration towards TDS (Tax Deductable at Source) which has inturn been deposited to the Income Tax Department under the provisions of the Income Tax Act;

ARTICLE-3: REPRESENTATIONS AND WARRANTIES OF THE VENDORS;

- The VENDORS hereby acknowledge and accept that the PURCHASER has agreed to enter into this deed of sale on the basis of and in full reliance of the warranties and references made herein.
- (a) The VENDORS further confirm and warrant that:
- (i) The VENDORS are legally entitled to execute, deliver and perform the terms and provisions of this deed;
- (ii) The VENDORS hereby confirm that the property mentioned in the schedule is free from any encumbrances and they are legally entitled to perform their obligations under this deed.
- (iii) This Deed of Sale when executed and delivered will constitute its legal, valid and binding obligation;
- (iv) The VENDORS represent that they have a clear and marketable right to the Schedule Property to the exclusion of all others, that there are no defects in the right of the VENDORS and that there are no encumbrances, liens, mortgages, court decrees, lis pendens, attachments, acquisitions, easements, trust or tenancy, demands, charges and/or claims of what so ever nature nor have they created any charge or other interest, oral or written nor do they anticipate any on account of amounts if any due under any applicable laws with regard to the Schedule Property and there are no legal or other impediments for sale of the Schedule Property to the PURCHASER.
- (v) The VENDORS represent that the Schedule Property is free from any legal or other hindrances.
- (vi) The VENDORS represent that they have not entered into any agreement to sell the Schedule Property with any other person/s.
- (vii) The VENDORS confirm that all taxes, levies, cesses, dues, payments and charges and other statutory duties in relation to the Schedule Property have been fully paid and discharged up to this day and as on date there are no amounts by whatever name due pending and payable by VENDORS.
- (viii) The VENDORS represent that they have not received any notice or orders issued under any Ordinance/ Act/ Statue/ Rules or Regulations (State or Central) affecting the Schedule Property or any part thereof or the sale thereof. Further VENDORS represent that they have not received any show cause notice nor there is pendency of any investigations or enquiry by any statutory or other authorities.

 For APRANIE ESTATES LTD.

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ARTICLE- 4- SPECIFIC ACTIONS:

4.1 Without limiting to the generality of the assurances and covenants hereinabove, the VENDORS will promptly upon receiving a request from the PURCHASER at the cost of PURCHASER.

(i) execute such documents as may, in the opinion of the PURCHASER, be necessary, to execute, make or perfect or cause to be executed, made or perfected all such acts, deeds, things and assurances whatsoever in respect of the Schedule Property.

ARTICLE-5 - RIGHTS OF THE PURCHASER

- 5.1 The PURCHASER shall be entitled to quiet and peaceful possession of the Schedule Property, to hold, possess, own, enjoy, develop and alienate the Schedule Property free from any and all encumbrances and free from interference or hindrance from the VENDORS or any person claiming through, under or in trust for them.
- 5.2 The PURCHASERS' possession and enjoyment of the Schedule Property shall be that of an absolute owner without any limitation of whatsoever nature.

ARTICLE- 6:- INDEMNITY

6.1. The VENDORS hereby assure the PURCHASER that they have not done or caused to be done any act whatsoever affecting adversely the right title interest of the PURCHASER in the Schedule Property and hereby indemnifies the PURCHASER from any loss or damage arising there from, if any, for events prior to the date of sale.

ARTICLE- 7:- MISCELLANEOUS:

- 7.1. The VENDORS hereby undertake to further sign, execute and do all such acts, deeds and writings and admit due execution of such documents before the jurisdictional sub-registrar for absolutely conveying to the PURCHASER the Schedule Property, if required at the cost of the PURCHASER.
- 7.2 The VENDORS hereby undertake to sign the khatha transfer form so as to enable the PURCHASER to get the Khatha of property transferred to its name.
- 7.3 The costs, charges and expenses for preparing, stamping and registering all the agreements, conveyances, deed or any other documents required to be executed by the VENDORS or the PURCHASER with regard to the sale of the Schedule Property shall be borne by the PURCHASER.

N. Kandland

* Por Apranje Estates Ltd.

Director

3 Tachel Dans

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SCHEDULE PROPERTY

All that piece and parcel of the immovable property bearing Municipal No.8, PID No. 92-1-8, situated at Nandi Durga Road, Benson Town, Bangalore, in Corporation Ward No. 92, measuring to an extent of 7900 Square Feet of land area consisting of residential building with Basement, Ground, Mezzanine + 3 Floors with 14033 Sq. Ft built up area, measuring East to West 79 Ft., North to South 100 Ft. and bounded on:

East By

Nandi Durga Road

West By

Property bearing Municipal No. 9

(formerly Remaining portion of No.3,)

North By

Property bearing Municipal No. 9

(formerly Property No. 7,)

South By

Property bearing Municipal No. 7

(formerly property No.3,)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED OF SALE ON THE DAY, MONTH

AND YEAR, HEREINABOVE MENTIONED.

WITNESSES:

ITTIRA DAVIS

MSMADAN KOMBR

5(0 M. Saty of Carner No. 16, Rest House Crescent Row Bengelaru -5600 d

2.

James Pinto

No. 16, Rest flour CRescent to a

Bengalura 560001

(VENDOR No.1)

ANNIE RANDHAWA (VENDOR No.2)

RACHEL DAVIS (VENDOR No.3)

For APRANJE ESTATES LTD.

For APRANJE ESTATES LIMITED (PURCHASER)

Drafted By: James Pinto,

No. 16, 2nd Floor,

Rest House Crescent Road, Bangalore - 560 001.