**ABSOLUTE SALE DEED**

THIS DEED OF ABSOLUTE SALE is made and executed on **Twenty Sixth** **day of November, Two Thousand Sixteen (26-11-2016)** at Malur, between

**M/S NSR VENTURES,**

Registered at #79, Royal Placid Layout, Haralur Village,

Bangalore – 560 102.

Represented by its Managing Partner, **SMT. SARITA.B.**

Aadhar Card No. 5809 1112 9371

Hereinafter called as the **“V E N D O R”** of the “ONE PART”

A N D:

**SRI. A. HAREESHKUMAR,**

S/o Sri. Dorasanaiah Aarikatla,

Aged about 27 years,

Residing at Chejerla Village, Chejerla Mandal,

Sri Potti Sriramulu NLR District, A.P.

Passport No. : J7864487

Hereinafter called as the **“P U R C H A S E R”** of the “OTHER PART”.

(Which terms the VENDOR and the PURCHASER shall mean and include their legal heirs, legal representatives, administrators, executors, successors, nominees and assignees etc., wherever the context so permits and demands under this INDENTURE.)

WHEREAS, the VENDOR is the absolute owner of the Non-Agricultural Residential Converted land bearing Sy.No. 71/1 measuring 35 Guntas (Conversion Order No. ALN.SR.349/2012-13, dated : 20.07.2013) which is acquired through registered sale deed 3104/13-14 dated 17-8-2013 stored in CD no. MLRD 91 in the office of Sub Registrar, Malur and Non-Agricultural Residential Converted land bearing Sy.No. 71/1 measuring 38 Guntas (Conversion Order No. ALN.SR.156/2013-14, dated:19.09.2013) which is acquired through registered sale deed 4218/13-14 dated 1-10-2013 stored in CD no. MLRD 93 in the office of Sub Registrar, Malur, and, the western portion of the land bearing Sy. No. 68/2 measuring 2 Acre 39 Guntas (Conversion Order No. ALN.SR.348/2012-13, dated : 20.07.2013) which is acquired through registered sale deed 3116/13-14 dated 17-8-2013 stored in CD no. MLRD 91 in the office of Sub Registrar, Malur, and, the eastern portion of the land bearing Sy. No. 68/2 measuring 4 Guntas (Conversion Order No. ALN.SR.85/2014-15, dated : 19.08.2014) which is acquired through registered sale deed 6328/14-15 dated 19-11-2014 stored in CD no. MLRD 111 in the office of Sub Registrar, Malur, and, the land bearing Sy.No. 57/1 measuring 1 Acre 15 Guntas (Conversion Order No. ALN.SR.158/2013-14, dated : 27.09.2013) which is acquired through registered sale deed 4162/13-14 dated 28-9-2013 stored in CD no. MLRD 93 in the office of Sub Registrar, Malur, and, the land bearing Sy.No. 57/1 measuring 1 Acre 15 Guntas (Conversion Order No. ALN.SR.158/2013-14, dated : 27.09.2013) which is acquired through registered sale deed 4168/13-14 dated 30-9-2013 stored in CD no. MLRD 93 in the office of Sub Registrar, Malur, and, the land bearing Sy.No. 57/1 measuring 2 Guntas (Conversion Order No. ALN.SR.158/2013-14, dated : 27.09.2013) which is acquired through registered sale deed 4301/13-14 dated 7-10-2013 stored in CD no. MLRD 93 in the office of Sub Registrar, Malur, and, the land bearing Sy. No. 57/2 measuring 1 Acre 13 Guntas (Conversion Order No. ALN.SR.157/2013-14, dated : 18.09.2013) which is acquired through registered sale deed 4301/13-14 dated 7-10-2013 stored in CD no. MLRD 93 in the office of Sub Registrar, Malur, and, the north-eastern portion of the land bearing Sy. No. 70/1 measuring 2 Guntas (Conversion Order No. ALN.SR.34/2014-15, dated : 19.08.2014) which is acquired through registered Exchange Deed 4573/14-15 dated 12-9-2014 stored in CD no. MLRD108 in the office of Sub Registrar, Malur, totally measuring 9 Acre 1 Gunta with the common boundaries situated at Bellavi Village, Kasaba Hobli, Malur Taluk, Kolar District, duly approved from MALUR PLANNING AUTHORITY as **RESIDENTIAL LAYOUT**, vide the order no. **MPA/V.A.66/2014-15/116**, dated 27/04/2015, which is herein after specified in the **SCHEDULE - A** and is referred to as **GREEN WOODS LAYOUT**.

WHEREAS, the VENDOR has commenced the development of the said GREEN WOODS LAYOUT and has OFFERED TO SELL the Residential **PLOT # 64** comprised in the residentially converted Sy No. 57/2 of Bellavi Village, bearing the ‘E’ Khatha No. 258/64 and Property ID : 151900801800520077 with total area of **185.81 square meters (2000 square feet)**, which is formed in GREEN WOODS LAYOUT is more fully described herein after in the **SCHEDULE - B**, and is referred to as **SCHEDULE PROPERTY**.

The Offered Total Fixed Sale Consideration for this Plot is **INR 5,57,430** (Indian Rupees Five Lakhs Fifty Seven Thousand Four Hundred and Thirty Only)

AND, WHEREAS the PURCHASER is being fully satisfied about the good and marketable title of the VENDOR over the SCHEDULE PROPERTY, has ACCEPTED THE ABOVE SAID OFFER and has paid the above entire Fixed Sale Consideration to the VENDOR as Full and Final Settlement in the following manner before the Witnesses hereunder:

1. By way of Online Transfer; Reference No. N816293206792; Value : INR 50,000 (Indian Rupees Fifty Thousand Only); dated 19-Oct-2016; Drawn on SBI Bank, Bangalore; before the undersigned witnesses;
2. By way of Cheque , A Sum of INR 5,07,430 (Indian Rupees Five Lakhs Seven Thousand Four Hundred and Thirty Only), Issued By LIC Housing Finance Limited, Cheque No. xxxxx, Dated : xx-Nov-2016, Drawn on HDFC BANK LIMITED, KASTHURIBHA ROAD BRANCH, BANGALORE, before the undersigned witnesses;

The VENDOR hereby accepts and acknowledges the receipt of the above mentioned sum as full and final settlement and executed this Absolute Sale Deed. And, after the mutual discussions, both the parties have agreed on the following Terms and Conditions:

**NOW IT IS HEARBY AGREED BETWEEN BOTH THE PARTIES AS FOLLOWS:**

1. The VENDOR hereby grants, transfers and conveys UNTO the PURCHASER by way of SALE, all the Portion of SCHEDULE PROPERTY with all Rights, Easements and Privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the PURCHASER, as Absolute Owner.
2. The VENDOR, further covenants that they shall convey and transfer all the Rights, Title, Interest, Claim and Demand whatsoever into or upon the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER and their Heirs absolutely and forever, as ordinarily pass on such sale.
3. The PURCHASER shall hereafter peaceably and quietly hold, possess, use and enjoy the SCHEDULE PROPERTY without any Let or Hindrance, Interruption Claim or Demand by or from the VENDOR or any other person whomsoever.
4. The VENDOR has hereby delivered Vacant and Peaceful Possession of the SCHEDULE PROPERTY to the PURCHASER. Further, the VENDOR has put the PURCHASER in Actual, Constructive and Physical Possession of the SCHEDULE PROPERTY on this day under this INDENTURE. There are NO Tenancy Rights or Claims over the SCHEDULE PROPERTY in any manner by the VENDOR and their Heirs.
5. It is hereby agreed by the PURCHASER that they shall pay any Taxes or/and any other Statutory Charges related to SCHEDULE PROPERTY from now onwards and VENDOR shall not be liable for the same. The VENDOR has no objection to transfer the E-Katha in the name of the PURCHASER in the respect of the SCHEDULE PROPERTY.
6. The VENDOR hereby covenant and assure the PURCHASER that the SCHEDULE PROPERTY is not pledged for any type of Loan, nor will sell and nor have sold the property to any other PURCHASER other than the above mentioned PURCHASER.
7. The PURCHASER has borne the Stamp Duty and Registration Fee payable on this Deed and if there is any demand by the statutory authorities towards deficit stamp duty and registration fee, the same shall be borne by the PURCHASER. The VENDOR shall not be responsible for any undervaluation or any proceedings initiated by the statutory authorities in relation thereto.
8. The VENDOR hereby agree to develop the following common infrastructure services like Compound Wall, Black Top Roads, Electricity lines, underground Sewage lines, Sewage Treatment Plant, Storm Water Drains, Rain water Harvesting, Water lines, Overhead and Sump Water Tanks, Parks, Plantation on both sides of the roads, Tennis Court, Badminton Court, Swimming Pool and Club House in the said GREEN WOODS LAYOUT.
9. All duties, responsibilities and liability of the VENDOR shall cease to exist after completion of the development of common infrastructure services as mentioned in the above clause. Thereafter, VENDOR shall cause a notice by Speed Post Acknowledgement due, inviting all the Owners of the Plots in this Layout and to form the GREEN WOODS LAYOUT Owners Association which will be elected by all the plot owners, herein after referred to as **MAINTENANCE AGENCY**.
10. The PURCHASER hereby agree and undertake to be a Member of the proposed Owners' Association and from time to time sign and execute all applications for Membership and other papers, Bye-Laws and documents as may necessary to form the Association and run the Association. The PURCHASER shall observe and perform all the Bye-Laws and all the Rules and Regulations of the said Owners' Association/Society and proportionately share the expenses of running the Association and its activities.
11. In the said GREEN WOODS Layout development, VENDOR shall be developing/constructing the CLUBHOUSE. The Club House Membership will be provided to all the Plot owners in the said GREEN WOODS layout. The Club House usage guidelines will be formed by the MAINTENANCE AGENCY. And, the PURCHASER hereby agrees and undertakes to adhere to those guidelines. The Club House shall be maintained by the MAINTENANCE AGENCY. And, MAINTENANCE AGENCY will decide time to time on any maintenance charges which need to be paid by all the Plot Owners and Residents for up keeping of the services. The PURCHASER can utilize the facilities of the clubhouse upon payment of usage charges, subscription charges by the PURCHASER herein as fixed by the MAINTENANCE AGENCY.
12. The PURCHASER shall observe and abide by all the rules and regulations of the Layout which are formed by the MAINTENANCE AGENCY of the said GREEN WOODS LAYOUT adopt at its inception and the additions, alterations or amendments that may be made from time to time for protection and maintenance of the said GREEN WOODS LAYOUT. The PURCHASER shall also observe and perform all the stipulations and conditions lay down by the MAINTENANCE AGENCY regarding the occupation and use of the SCHEDULE PROPERTY in the said GREEN WOODS LAYOUT. The PURCHASER shall be binding and shall follow the rules, regulations and bye laws framed by the MAINTENANCE AGENCY from time to time.
13. The PURCHASER hereby agree and undertake to pay and contribute regularly and punctually towards the taxes, expenses or other outgoings which are needed to well maintain the Layout and Club House, in the same proportion of the land they owns in the overall Layout. The Layout Maintenance Charges will be decided and calculated by the MAINTENANCE AGENCY time to time based on the actual spending which will be towards up keeping of the roads, security, gardens, club house and common area electricity bills, etc. of the said GREEN WOODS LAYOUT. The PURCHASER is liable to pay maintenance charges for the maintenance of common areas and facilities in the GREEN WOODS LAYOUT as prescribed by the MAINTENANCE AGENCY from time to time. The PURCHASER shall be binding on the rates fixed by the MAINTENANCE AGENCY from time to time.
14. The PURCHASER shall always use the SCHEDULE PROPERTY for residential purposes only and shall not store any goods of hazardous or combustible nature or which can cause damage to the neighborhood of GREEN WOODS LAYOUT.
15. The PURCHASER has completely satisfied himself regarding the offered facilities and amenities in respect thereof and hereby agrees not to raise any dispute on such account thereafter either individually and or by joining as member(s) in the society/ association and or otherwise, in any capacity.
16. It is understood and agreed between the parties that the possession of various other Plots comprised in the said GREEN WOODS LAYOUT and the various common facilities planned therein shall be ready & complete in phased manner. The PURCHASER has taken the possession of the SCHEDULE PROPERTY, though the development of common facilities of GREEN WOODS LAYOUT is still underway and the PURCHASER does not have any objection whatsoever nature on the same.
17. It is made clear by the VENDOR and fully understood by the PURCHASER that, the PURCHASER as such or by virtue of this Sale Deed, will have ownership rights as per details given below:
    1. The PURCHASER shall have ownership of the SCHEDULE PROPERTY consisting of the Plot area only of the SCHEDULE PROPERTY.
    2. The PURCHASER shall be entitled to use only, the general commonly used areas and facilities within the said GREEN WOODS LAYOUT.
    3. The PURCHASER understands and agrees that all other areas, facilities and amenities falling outside the SCHEDULE PROPERTY are specifically excluded from the scope of this Deed and the PURCHASER shall not have any rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities, except usage rights as specified in this Deed.
18. The VENDOR is in the process of acquiring lands abutting the SCHEDULE-A Property for the purpose of extending the GREEN WOODS LAYOUT wherein the similar type of development will be undertaken by the VENDOR and integrated with the development on the SCHEDULE-A Property. The PURCHASER shall not object for such integration. All internal roads, Club House, and other common facilities can be made use of by the owners of the extended layout and the PURCHASER shall have no objection to the same. However, all internal roads to be used by extended owners only for the purpose of reaching their respective PROPERTY or for reaching common facilities only if applicable. The sale of SCHEDULE-B Property is subject to the rights of the VENDOR to make use of the internal layout roads and passages in GREEN WOODS LAYOUT for purpose of ingress and egress with perpetual right of easement running with the land in SCHEDULE-A Property in all the roads and passages in GREEN WOODS LAYOUT and entitled to make use of the same peacefully for the purpose of reaching the development in the adjoining and nearby lands. Neither PURCHASER nor the Owners Association that may be formed in GREEN WOODS LAYOUT shall have any right to question the same or obstruct the utilization of the said roads by the VENDOR for passing through the SCHEDULE-A Property for undertaking the development activities in the adjoining and nearby lands and the buyers and other occupants in such sites therein shall have the right to use and enjoy the roads in GREEN WOODS LAYOUT uninterruptedly to reach their properties. In the event of transfer of interest of this SCHEDULE PROPERTY, this clause is binding on the Successors-in interest as well.
19. Any transfer of interest in the SCHEDULE PROPERTY will be valid only, when No Objection Certificate (NOC) is obtained from the MAINTENANCE AGENCY. The NOC will be issued subject to the clearance of all the dues which were pending till date to the MAINTENANCE AGENCY. The Successors-in interest should have to enter into separate Agreement to be entitled for the facilities/utilities of the said GREEN WOODS LAYOUT including the Club House. If the transfer of interest happens before the Owners Association forms, the Clause No. 10 to 18 of this Sale Deed are binding on the Successors-in interest as well.
20. In the event of a Natural Calamity or “Act of God” including Earthquake, Floods etc. resulting in damages to the infrastructure in the said GREEN WOODS LAYOUT, then, the VENDOR shall collect a Development Fee from all the Plot Owners proportionately to the area owned and undertake the restoration of the damaged infrastructure either by them or by any agency.
21. Both the parties herein have specifically agreed upon that disputes or differences, if any, arising out of the above shall be subjected to the jurisdiction of the court of Malur Town or Bangalore City.

**S C H E D U L E - A**

(ENTIRE PROPERTY)

**ALL THAT PIECE AND PARCEL** of WESTERN portion of the land bearing Sy.No. 71/1, measuring 1 Acre 33 Guntas(Conversion Order No. ALN.SR.349/2012-13, dated : 20.07.2013 and Conversion Order No. ALN.SR.156/2013-14, dated:19.09.2013), and, the WESTERN portion of the land bearing Sy. No. 68/2, measuring 2 Acre 39 Guntas (Conversion Order No. ALN.SR.348/2012-13, dated : 20.07.2013), and, the EASTERN portion of the land bearing Sy. No. 68/2 measuring 4 Guntas (Conversion Order No. ALN.SR.85/2014-15, dated : 19.08.2014) , and, the land bearing Sy.No. 57/1 measuring 2 Acre 32 Guntas (Conversion Order No. ALN.SR.158/2013-14, dated : 27.09.2013), and, the land bearing Sy. No. 57/2 measuring 1 Acre 13 Guntas (Conversion Order No. ALN.SR.157/2013-14, dated : 18.09.2013), and, the NORTH-EASTERN portion of the land bearing Sy. No. 70/1 measuring 2 Guntas (Conversion Order No. ALN.SR.34/2014-15, dated : 19.08.2014) totally measuring 9 Acre 1 Gunta with the common boundaries, duly approved from MALUR PLANNING AUTHORITY as RESIDENTIAL LAYOUT, vide the order no. MPA/V.A.66/2014-15/116, dated 27/04/2015; situated at Bellavi Village, Kasaba Hobli, Malur Taluk, Kolar District, and bounded on the:-

East by : Remaining Portion of Sy.No. 71/1; Sy.No.61 & Sy.No.58

West by : Remaining portion of Sy.No. 70/1; Sy.No. 68/1; Sy.No. 53

North by : Sy.No. 56

South by : Road

**S C H E D U L E - B**

(AGREED TO BE SOLD UNDER THIS DEED)

ALL THAT PIECE AND PARCEL of the Residential **PLOT NO. 64** comprised in the residentially converted Sy No. 57/2 of Bellavi Village, bearing the ‘E’ Khatha No. 258/64 and Property ID : 151900801800520077 with total area of **185.81 square meters (2000 square feet),** measuring **East to West = 12.192 meters (40 Feet) and North to South = 15.24 meters (50 feet)**, carved out of **SCHEDULE-A**, situated at Bellavi Village, Kasaba Hobli, Malur Taluk, Kolar District, and bounded on the:-

North by : Park

East by : Plot No. 63

West by : Park

South by : Road

IN WITNESSES WHEREOF, the VENDOR and PURCHASER have affixed their signatures to this INDENTURE admitting the contents on the day, month and year first above written, at Bangalore, in the presence of the witnesses attesting hereunder.

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| **W I T N E S S E S** | **V E N D O R** |
| 1. **SRI. RAGHAVA RAO B.,**   S/O Sri. Surya Chandra Rao. B.,  Aged about 40 yrs,  #79, Royal Placid Layout,  Haralur Village, Bangalore. | **M/S NSR VENTURES**  (Represented by its Managing Partner **SMT. SARITA. B.,**)  **P U R C H A S E R** |
| 1. **SRI. KRISHNA REDDY. R,**   S/O Sri. R. Laxmana Reddy,  Aged about 37 years,  #79, 1st Phase, Royal Placid Layout,  Haralur Village, Bangalore. | **SRI. A HAREESHKUMAR** |
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**DRAFTED BY:**

**CHETHAN. S., B.A., L.L.B.,**

Advocate, KAR No. 870/6, Adds Jewellery Street,

Karanjie Extn, Malur Town, Malur Taluk.