

:SALE DEED:

THIS DEED OF SALE IS MADE AND EXECUTED ON THIS THE _____DAY OF JANAUARY, YEAR TWO THOUSAND TWENTY-TWO (___/01/2022) AT BENGALURU.

: BY :

- 1. MR. H. R. NAGARAJA,**
Aged about 67 years,
S/o. late Ramaiah Reddy,
PAN: ALQPN8931L
AADHAAR NO. 6173 2181 8521
 - 2. MRS.S. MANJULA,**
Aged about 56 years,
W/o. Mr. H.R.Nagaraja,
PAN:
AADHAAR NO. 6193 0377 2201
 - 3. MR.H.N. DARSHAN,**
Aged about 32 years,
S/o. Mr. H.R.Nagaraja,
PAN:
AADHAAR NO. 6727 8145 0391
- Sl. No. 1 to 3 are residing at;
No.1/34, 15th Cross,16th Main,
Near Mahadeshwara Bus Stand,
BTM Layout, 2nd Stage,
Bangalore 560 076.
- 4. MRS.H.N. HEMA,**
Aged about 34 years,
D/o. Mr. H.R. Nagaraja,
Residing at;
No. 212, 2nd Cross,
Madivala Extension,
Bangalore-560076.
PAN:
AADHAAR NO. 2694 4728 8955

Hereinafter called the "**VENDORS**" (which expression wherever it so requires shall mean and include all their respective legal heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE ONE PART :**

: IN FAVOUR OF:

MRS. NEHA SINHA,
Aged about 33 Years,
W/o. Mr. Aniket Chhabra
Residing at,
Salarpuria Sattva Celesta,
OMR Road, TC Palaya,
Battarahalli, Bangalore -560 049.
PAN: DDDPS4518G
AADHAAR NO. 3490 8692 3744

Hereinafter referred to as “**PURCHASER**” (Which expression wherever it so requires shall mean and include all her respective legal heirs, legal representatives, administrators, executors and assigns etc.,) of the **OTHER PART**:

: WITNESSETH:

WHEREAS, the Vendors represent that they are the sole and absolute owners in possession and enjoyment of the Immovable Property/Apartment bearing No. **M-094** in **Ninth** Floor of Wing/Tower ‘**WESTMINSTER**’ in the Project ‘**PALAZZA CITY by SJR PRIME CORP**’ being constructed on the property bearing Sy.No. 33/1, measuring 2 Acres and 33 Guntas and 05 Guntas of Kharab, Sy.No.33/2, measuring 2 Acres and 17 Guntas and 02 Guntas of Kharab, Sy.No.33/3 measuring 1 Acre and 18 Guntas and 01 Gunta of Kharab, Sy.Nos.26/2, measuring 1 Acre and 18 and ½ Guntas and Sy.No.27/2 measuring 10 Guntas totally measuring 1 Acre and 28 and ½ Guntas, Sy.No.27/2A, measuring 32 and ½ Guntas, Sy.No.27/2B, measuring 28 and ½ Guntas, Sy.No.27/2A and 27/2B, (Old Sy. No.27/2) measuring 1 Acre and 27 and ½ Guntas totally measuring 11 Acres 33 Guntas, situated at Doddakannalli and Chikkakannahalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South, duly converted for non-agricultural residential purposes, vide Orders of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No. ALN (E.V.H)SR174/2007-08, dated 03/12/2008, No. ALN(E.V.H)SR175/2007-08, dated 03/12/2008, No. ALN(E.V.H)SR176/2007-08, dated 03/12/2008, No. ALN(E.V.H)SR177/ 2007-08, dated 03/12/2008, No. ALN (E.V.H)SR178/2007-08, dated 03/12/2008 respectively, which is morefully described in the Schedule hereunder and hereinafter referred to as **SCHEDULE ‘A’ PROPERTY**, having **175.94 Square Feet** of Undivided Share in the land comprised in the Schedule ‘A’ Property which is morefully described in the Schedule ‘B’ hereunder and hereinafter referred to as the **SCHEDULE ‘B’ PROPERTY** with a Super Built Up Area of **702 Square Feet**, which is morefully described in the Schedule ‘C’ hereunder and hereinafter referred to as the **SCHEDULE ‘C’ PROPERTY** having acquired the same through a Registered Sale Deed dated:22/10/2021 registered as Document No. SHV-1-03537-2021-22, of Book-I, stored in CD No. SHVD968 registered before the office of the Sub-Registrar, Shivajinagar, Bangalore. Ever since from the date of registration the Vendors are in peaceful possession and enjoyment of the same without any let or hindrance from any quarter whatsoever by exercising all rights of ownership.

WHEREAS, the entire Schedule 'A' Property will be jointly owned and held by the owners of the apartments in 'PALAZZA CITY by SJR PRIME CORP' each of them having a definite undivided share in the Schedule 'A' Property and absolute ownership to the respective apartments with the right to use all the common amenities, areas and facilities like club house staircases, lobbies, passages, common, access, roads etc., within the Schedule 'A' Property and the apartment building. The Purchaser shall strictly observe and perform the terms and conditions, Fee and bye-laws and rules and regulations/restrictions that may be generally/specifically imposed/prescribed by the Owners' Association/builder/Maintenance Agency periodically for the maintenance of all common areas and facilities in 'PALAZZA CITY by SJR PRIME CORP'.

WHEREAS, the Vendors are thus fully seized and possessed of Schedule 'B' and 'C' Property with full power and authority to sell or otherwise dispose off the same in favour of any person of his choice. And whereas, the Vendors have decided to dispose off the Schedule 'B' and 'C' Property to make other investments and hence desirous of disposing off the same by making the following representations.

- a) that the Vendors alone are the sole and absolute owners of the Schedule 'B' and 'C' Property and his title to the Schedule 'B' and 'C' Property is good, marketable and subsisting and that none else have any right, title, interest or share therein and that cost of good title shall be that of Vendors at all times and Schedule 'B' and 'C' Property is free from encumbrances and claims including all claims by way of Sale, Exchange, Mortgage, Gift, Inheritance, Trust, Possession, Easement, Lien or Otherwise;
- b) that the Vendors have not entered into any agreement or arrangement for sale of Schedule 'B' and 'C' Property with anyone else and has not executed any Power of Attorney to deal with the Schedule 'B' and 'C' Property;
- c) that the Schedule 'B' and 'C' Property are not subject matter of any proceedings and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the Courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any Officer thereof;
- d) that Vendors does not have any pending liabilities with regard to Income tax, Goods and Services Tax(GST), Wealth tax, Gift tax or Any other tax which would affect the title;
- e) that there are no easements, quasi-easements, restrictive covenants or other rights or servitudes;

WHEREAS, the Vendors for the reasons stated above has offered to sell the Schedule 'B' and 'C' Property by making the aforesaid representations for a sum of **Rs.45,00,000/- (Rupees Forty-Five Lakhs Only)** free from all encumbrances and the Purchaser abovenamed acting on the aforesaid representations has agreed to purchase the Schedule 'B' and 'C' Property for the said sum of **Rs.45,00,000/- (Rupees Forty-Five Lakhs Only)** free from all encumbrance.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

That in pursuance of the above common intention and in consideration of the payment of the sale price of **Rs.45,00,000/- (Rupees Forty-Five Lakhs Only)** paid by the Purchaser to the Vendors as detailed below :

1. **Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)** dated: _____ through _____ Bank, _____ Branch, _____.
2. **Rs. _____/- (Rupees _____ Only)** dated: _____ through _____ Bank, _____ Branch, _____.
3. **Rs. _____/- (Rupees _____ Only)** dated: _____ through _____ Bank, _____ Branch, _____.
4. **Rs. _____/- (Rupees _____ Only)** dated: _____ through _____ Bank, _____ Branch, _____.

Thus, the Purchaser has paid the entire amount of **Rs.45,00,000/- (Rupees Forty-Five Lakhs Only)** before the undersigned witnesses which sum the Vendors do hereby admit and acknowledge the receipt of the same in full and final settlement and acquit the Purchaser of any further payment and in consideration thereof the Vendors hereby grant, convey, sell, transfer, assign and assure **UNTO AND TO THE USE** of the said Purchaser all his right, title, interest and ownership in the Schedule 'B' and 'C' Property free from all encumbrances, court attachments, litigations, 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' Property, who shall hold, possess, use and enjoy all the right, title and interest claims, payments of the Vendors and all other rights, payments, privileges and amenities belonging thereto **TO HAVE AND TO HOLD** the Schedule 'B' and 'C' Property and every part thereof **TO AND UNTO THE** Purchaser absolutely and forever.

The Vendors hereby covenant with the Purchaser that notwithstanding any act, deed or thing heretofore done, excluded or knowingly suffered, the Vendors have full power and absolute authority and indefeasible title to sell the Schedule 'B' and 'C' Property and the Purchaser shall hereafter peacefully and actually **HOLD, POSSESS AND ENJOY** the Schedule 'B' and 'C' Property without any claim or demand, disturbance or interruption whatsoever from the Vendors or from persons claiming through or under him.

The Vendors have this day delivered to the Purchaser all the Original Title Deeds of the Schedule 'B' and 'C' Property along with a copy of the Schedule 'A' Property which was in his custody.

The Vendors further covenant that he shall do or execute or cause to be done or executed all such lawful and useful acts, deeds and things and execute deeds of further assurances, confirmation deeds, 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' Property and every part thereof in the manner aforesaid according to the true intent and meaning of this deed.

The Vendors assure that apart from him, there are no other person(s) interested in the Schedule 'B' and 'C' Property or portion(s) thereof and the Vendors hereby agree to keep the Purchaser at all times fully indemnified and harmless against any loss or liability, action or proceedings, cost or claims which may arise against the Purchaser or the Schedule 'B' and 'C' Property by reason of any defect in or want of title on the part of the Vendors and/or breach of the terms of this sale.

The Vendors have this day signed and delivered to the Purchaser the requisite form for transfer of Khata of the Schedule 'B' and 'C' Property in favour of Purchaser and has no objection for transfer of Khata of Schedule 'B' and 'C' Property as aforesaid.

The Vendors have this day delivered and put the Purchaser in actual, physical, vacant possession of the Schedule 'B' and 'C' Property.

The following are the *Permanent Account Numbers (PAN)* of the parties to this Sale Deed :

Vendor No.1	: ALQPN8931L
Vendor No.2	: _____
Vendor No.3	: _____
Vendor No.4	: _____
Purchaser	: DDDPS4518G

:SCHEDULE 'A' PROPERTY:

ITEM No.1

All that piece and parcel of the Property bearing Converted Sy. No.33/1, measuring 2 Acres and 33 Guntas and 05 Guntas of Kharab duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR175/2007-08, dated 03/12/2008 situated at Chikkakannahalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the:

East by : Property belonging to Sri. Linga Reddy;
West by : Properties belonging to Sri. Mudda Reddy and Hanuma Reddy;
North by : Property belonging to Sri. Sidda Reddy;
South by : Private Property.

ITEM No.2

All that piece and parcel of the Property bearing Converted Sy. No.33/2, measuring 2 Acres and 17 Guntas and 02 Guntas of Kharab duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR178/2007-08, dated 03/12/2008 situated at Chikkakannahalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the:

East by : Property belonging to Smt. Shantha in Sy. No.33/3;
West by : Property belonging to Sri. D. Lakkanna;
North by : Property belonging to Sri. D. Lakkanna;
South by : Property belonging to Sri. Muniyappa.

ITEM No.3

All that piece and parcel of the Property bearing Converted Sy. No.33/3, measuring 1 Acres and 18 Guntas and 01 Guntas of Kharab duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR 174/2007-08, dated 03/12/2008 situated at Chikkakannahalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the:

East by : Property belonging to Smt. Kanakarathnamma;
West by : Property belonging to Sri. D. Lakkanna in Sy.No.33/2;
North by : Property belonging to Sri. D. Lakkanna;
South by : Property belonging to Sri. Muniyappa.

ITEM No.4

All that piece and parcel of the Property bearing Converted Sy. No.26/2, measuring 1 Acres and 18 Guntas, SY. No. 27/2 measuring 10 Guntas totally measuring 1 Acre 28 Guntas and duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR176/2007-08, dated 03/12/2008 situated at Doddakannalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the;

East by : Remaining portion of Sy.No.26/2;
West by : Remaining portion of Sy.No. 27/2;
North by : Property bearing Sy.No. 27/2A;
South by : Chikkakannalli Village border and property of Sri. Nagappa.

ITEM No.5

All that piece and parcel of the Property bearing Converted Sy. No.27/2A, measuring 0 Acres and 32 and Half Guntas, duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR177/2007-08, dated 03/12/2008 situated at Doddakannalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the;

East by : Property bearing Sy. No.26;
West by : Remaining Land in the same Sy.No.27/2A;
North by : Property bearing Sy.No.27/2B;
South by : Remaining property in same Sy.No. 27/2A.

ITEM No.6

All that piece and parcel of the Property bearing Converted Sy.No.27/2B measuring 0 Acres and 28 and half Guntas and 4 and half Guntas totally measuring 33 Guntas duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR177/2007-08, dated 03/12/2008 situated at Doddakannalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the;

East by : Remaining land in the same Sy.No. 27/2B;
West by : Remaining land in the same Sy.No. 27/2B;
North by : Bangalore-Sarjapur Main Road;
South by : Remaining property in same Sy.No. 27/2A.

ITEM No.7

All that piece and parcel of the Property bearing Converted Sy. No.27/2A measuring 1 Acres and 23 Guntas, duly converted from agricultural purposes to non-agricultural residential purposes vide Order of the Deputy Commissioner, Bangalore District, Bangalore bearing No. ALN(E.V.H)SR177/2007-08, dated 03/12/2008 situated at Doddakannalli Village, Varthur Hobli, Bangalore East Taluk, erstwhile Bangalore South Taluk, Bangalore and bounded on the;

East by : Remaining portion of Property bearing Sy. No.27/2B;
West by : Private Property (Remaining portion of Sy No.27/2A);
North by : Property bearing Sy No.27/2B;
South by : Property bearing Sy No 26/2.

:SCHEDULE `B' PROPERTY: **(UNDIVIDED SHARE HEREBY CONVEYED)**

175.94 Sq. Feet Undivided share, right, title, interest and ownership in the land in Schedule `A' Property.

**:SCHEDULE 'C' APARTMENT:
(DESCRIPTION OF THE APARTMENT)**

All that **1BHK** Residential Apartment bearing No. **M-094** in **Ninth** Floor of Tower/Wing '**WESTMINSTER**' in the Project '**PALAZZA CITY by SJR PRIME CORP**' being built in Schedule 'A' Property and apartment measuring **571 Sq. Feet** of Carpet Area and **131 Sq. Feet** of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring **702 Sq. Ft.** of super built up area approximately, with right to use **One Covered Car Parking Space** in the Upper/Lower Basement level and the Apartment is bounded by:

East : Entrance Lobby;
West : Open Space;
North : Flat No. **M-095** of Wing '**M**' in '**PALAZZA CITY by SJR PRIMECORP**';
South : Open Space.

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

WITNESSES:

1. (H. R. NAGARAJA)
(S. MANJULA)
(H.N. DARSHAN)
(H.N. HEMA)
VENDORS

2. (NEHA SINHA)
PURCHASER

Drafted by:

ROOPA SHETTY, B.A. (L), LL.B., PGDIRPM.,
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Lex Situs, No.810, 'BILWAPRIYA PLATINA', 2nd Floor,
27th Main Road, HSR Layout, Sector 1, Bangalore-560102.