

I-4441-2015-16

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2015-2016/1-159

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾಟಕ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ದಸ್ತಾವೇಜು ಹಾಳೆ
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ಸ್ಥಳ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ABSOLUTE SALE DEED

THIS DEED OF INDENTURE OF ABSOLUTE SALE is made and
executed on 04-03-2016 at Bangalore

EXECUTED BY:

SMT. CHIKKA KRISHNAMMA@KRISHNAVENI

D/o. Sri. Late Gangappa, W/o. D. M. Gangadhar,

Age 57 years,

R/at: 10, 1st Cross, Munikariyappa Compound,

Agraharadasarahalli, Bangalore-560 079.

Hereinafter called as the **FIRST PARTY / OWNER/ VENDOR** (which
expression wherever the context so requires or admits shall mean and include
his respective Heirs, Executors, Administrators, Legal Representatives and
Assigns etc.,) of the ONE PART.

Represented by her GPA holder.

1) **Sri. M. VENKTESH** S/o. B. Markandaiah

Age 51 years,

R/at: No. 51, 13th Main, Sreenivasanagar, Bangalore-560 050.

PAN No: ACGPV9230M

2) **Sri. M. SURESH** S/o. Subramanya. M.

Age 41 years

R/at: No. 685, 13th Main, 7th Cross,
Sreenivasanagar, Bangalore 560 050.

PAN No: ALLPM7081P

(Hereinafter called as the **SECOND PARTY / DEVELOPER** (which expression
wherever the context so requires or admits shall mean and include their
respective Heirs, Executors, Administrators, Legal Representatives and Assigns
etc.,))

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M Venkatesh
M. Suresh

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ಅಧಿಕೃತ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನ್ಸೂಚನಾ 2003
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Total stamp duty paid Rs.

IN FAVOUR OF:

SRI. K. RAVI CHANDER,
S/o. Late. Sri. P. Kandaswamy, Age 48 years,
Residing at No. 18, 3rd Main, Sita Ram Temple,
Dawarakanagar, Yelahanka, Bangalore North,
Air Force Station, Yelahanka Bangalore-560063.
IT. PAN No: AKJPK3875A

(Hereinafter referred to as the "PURCHASER", which expression shall
wherever the context so requires or admits, mean and include his heirs,
successors in title, administrators, executors, legal representatives and assigns)
of the Third Party.

1. WHEREAS vendor Smt. Chikka Krishnamma@ Krishnaveni is the
absolute owner of the vacant site No. 30, Measuring East to West: 60 Feet,
North to South: 40 Feet in total 2400 Sq.Ft. having BBMP Katha No.
704/89/2/30, situated at Amruthahalli Village, Yelahanka Hobli, Bangalore
North Taluk, presently in the jurisdiction of Byatarayanapura BBMP Office,
Bangalore-92, which is more fully described in the schedule and hereinafter
referred to as the schedule property for shake of brevity.

2. Whereas the vendor herein has acquired right, title, interest and
possession of the schedule property under registered Gift deed executed by her
brother under registered Gift deed in Book-1, No.BYP-1-05031-2010-11, Stored
in the CD No: BYPD64 dated 01-02-2011 registered in the office of the
Byatarayanapaura Sub- Registrar Office, at Bangalore. The vendor as per the
registered Gift deed as above said vendor has obtained Katha from office of the
BBMP Byatarayanapura Vide: Katha No. 704/89/2/30, the vendor has paid up
to date tax to the BBMP authority.

Offi.

M Venkatas
M. Suresh

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Registration and Stamps Department

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Total stamp duty paid Rs.

3. WHEREAS the 1st vendor is the absolute owner of the Schedule Property, She is in possession and having clear, marketable title to the schedule property and schedule property is not subject to any encumbrances, court attachment or acquisition proceedings or charges or mortgages or lien of any kind it is free from all encumbrances. The vendor has obtained sanctioned plan from the BBMP Bytarayanapura, Bangalore vide L.P. No. 300/2013-14 dated 26-08-2013.

4. WHEREAS the party of the SECOND PARTY/ DEVELOPERS and the FIRST PART/OWNER have entered into terms registered document in Book-1 No: BYP-1-05055/2013-14 CD BYPD193 dated 28-10-2013 Joint Development Agreement and General Power of Attorney under registered document Book-4 No: BYP-4-00222/2013-14 CD BYPD193 dated 28-10-2013 both documents are registered in the office of the sub registrar Bytarayanapura, Bangalore to the Schedule Property Residential Apartments and further they have allocated 40% of the Super Built Up Area along with proportionate Undivided Share with all amenities to the First Party, in consideration the parties of the First part shall permit and allocate the Second party to 60% of Super built up area with the proportionate undivided right, title and interest with all amenities is going to be allotted to each other in the Schedule Property. First party and second parties herein entered the supplementary agreement dt:28-10-2013, for allocation of the share of the super built up area of the flats as hereunder;. The second party with specific power to development and to alienate their share of super built up area along with undivided share and car parking area, and all other amenities. As per the allocation of flats and super built up area and undivided share as per the terms to the above said Joint development agreement. As per the above said supplementary deed of allocation the Flat No.T-7, in Third Floor having a super built up area of 1,440 Sq. Ft. with on covered car parking in the Basement, which is more fully described in the schedule hereunder and herein after referred to as 'C' Schedule property along with 360 square feet of undivided share of right, title and interest in Schedule A

M Venkatesh
M. Suresh

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Registration and Stamps Department

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Property which is more fully described in the schedule hereunder and herein after referred to as 'B' Schedule property came to be allotted to the share of the 2nd party. The second party is having absolute right to alienate and to convey the same to purchaser the 2nd party having power to alienate the same.

5. WHEREAS the 2nd party is herein for his legal necessities and in order to invest the sale proceeds to better his family prospects has offered to sell the schedule property for sale consideration of Rs.37,10,000/- (Rupees Thirty Seven Lakhs Ten Thousand Only). The vendor above named are represents that, the schedule property is free from all encumbrances and the purchase above named after going through the document and after being thoroughly and convinced about the clear and marketable title, they have agreed to purchase schedule property at the rate of Rs.37,10,000/- (Rupees Thirty Seven Lakhs Ten Thousand Only) free from all kinds of encumbrances subject to the following terms and condition:-

THIS ABSOLTE SALE DEED WITNESSETH AS FOLLOWS:-

6. In pursuance of foregoing in consideration of a total sum of Rs.37,10,000/- (Rupees Thirty Seven Lakhs Ten Thousand Only) paid by the purchaser to the 2nd party in the following manner:

- a) Rs.9,05,000/- (Rupees Nine Lakhs Only) by CASH, Bangalore.
- b) Rs.2,00,000/- (Rupees Two Lakhs Only) by cheque No.375442, Date: 20/11/2015, CITI Bank, Bangalore.
- c) Rs.6,00,000/- (Rupees Six Lakhs Only) by DD No.563056, Date: 24/02/2016, Union Bank, Bangalore.

M. Venkatesh
M. Suresh

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d) Rs.6,10,000/- (Rupees Six Lakhs Ten Thousand Only) by DD No.563057,
Date: 24/02/2016, Union Bank, Bangalore.

f) Rs.13,95,000/-(Rupees Fifteen Lakhs Only) sanctioned by LIC Housing
Finance Limited, Bangalore to the PURCHASER and paid by their Cheque to
the 2nd party at the request and authorization of the PURCHASER and paid on
this day to the 2nd party at the time of registration of this absolute sale deed
before the witnesses.

7. The 2nd party received total sale consideration of Rs.37,10,000/- (Rupees
Thirty Seven Lakhs Ten Thousand Only) on receipt of which the 2nd party
hereby accept and acknowledge in full and final settlement and satisfaction of
the sale price, the 2nd party do hereby jointly and severally grants, transfers
and conveys UNTO the PURCHASERBY WAY OF SALE, with all rights, title
and interests, easements and privileges appurtenant thereto, TO HAVE AND
TO HOLD the same, to the PURCHASERS, as absolute owners of Schedule 'B'
& 'C' property and set over the possession of the Schedule 'B' & 'C' property to
the PURCHASER as absolute owners from here on and forever, free from all
encumbrances, attachments, acquisitions, claims etc.;

8. That the PURCHASER shall be entitled to quietly enter upon and hold,
possess and enjoy the Schedule 'B' & 'C' property hereby conveyed as absolute
owners and receive the profits and income there from, without any interference
or disturbance from the 2nd party or his predecessors-in-title or any person
claiming through or under them or anyone claiming any legal title

10. That the title of the 2nd party to the Schedule 'B' & 'C' property hereby
conveyed is good, marketable and subsisting and that they have the power to
convey the same and that there is no impediment for this sale under any law,

[Signature]

M Venkatas
M. Suresh

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11. That the 2nd party is the sole and absolute owner of the Schedule 'B' & 'C' property and none else has any right, title, interest or share therein.

12. That the Schedule 'B' & 'C' property hereby conveyed is not subject to any encumbrances, court attachments, acquisitions, tenancy, Mortgages, wills, clogs, lien, surety ship claims, minor maintenance, stridhana claims, bank debts, decrees, any crown debts like land revenue dues, standing in the name of the 2nd party or other proceedings or charges of any kind;

13. That all rates, taxes and cesses relating to the Schedule 'B' & 'C' property hereby conveyed, have been paid by the 2nd party up to date;

14. That the 2nd party shall, whenever so required by the PURCHASER do and execute all such acts, deeds and things, more fully and perfectly assuring the title of the PURCHASER to the Schedule 'B' & 'C' property hereby conveyed.

15. That the 2nd party shall keep the PURCHASER fully indemnified and Harmless at all times, against any loss or liability, cost or claim, action or Proceedings that may arise against the PURCHASER of the Schedule 'B' & 'C' property hereby conveyed, by reason of any defect in or wants of title on the part of the 2nd party or their predecessors-in-title or any person claiming through or under them or anyone claiming any legal title thereto, and against any consequential disturbances or interferences to the peaceful possession and quiet enjoyment of the Schedule 'B' & 'C' property by the PURCHASER.

16. The 2nd party has signed form/application for transfer of the khatha of the Schedule 'B' & 'C' property in favour of the PURCHASER herein and has No Objection for such transfer.

M. Venkatesh
M. Suresh

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17. The VENDOR and/or his/its legal heirs hereby undertake to sufficiently Indemnify and compensate the PURCHASER against all such of the losses, damages that may be constrained to be suffered in future on account of breach of any of the covenants contained herein or on account of any defect in the title of the VENDOR in respect of the Schedule 'A', 'B' & 'C' property.

A-SCHEDULE-PROPERTY

All the part and parcel of the immovable property vacant site No. 30, Measuring East to West : 60 Feet, North to South : 40 Feet in total 2400 Sq.Ft. having BBMP Katha No. 704/89/2/30, situated at Amruthahalli Village, Yelahanka Hobli, Bangalore North Taluk, presently in the jurisdiction of Bytarayanapura BBMP Office, Bangalore-92, bonded on;

EAST : Road,
WEST : Remaining Site in Sy. No. 89/2,
NORTH : Site No. 29,
SOUTH : Site No. 31.

SCHEDULE 'B' PROPERTY

(PROPERTY CONVEYED UNDER THIS DEED OF SALE)

Apartment bearing Flat No. T-7, Third Floor having a total super built up Area of 1,440 Sq.Ft. constructed on Schedule 'A' property, consisting of 3 bedrooms with attached bathrooms, living room, kitchen 'with RCC roofing, vitrified tiles with one covered car parking space together with proportionate share in common areas, lobbies, staircase, and all other amenities and facilities,

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M. Venkatesh
M. Suresh

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with right to pass through all the common passage leading to the main road
and free for egress and ingress at all times.

SCHEDULE 'C' PROPERTY
(PROPERTY CONVEYED UNDER THIS DEED OF SALE)

360 sq. ft of undivided share, right, title and interest in land covered by
the schedule 'A' property mentioned above.

SCHEDULE 'D'
(RESTRICTION OF THE RIGHT OF PURCHASER)

The PURCHASERS, so as to bind himself/herself/themselves successors, heirs
and assigns and with the consideration of promotion and perfecting the
PURCHASER/S rights and interest as the owners of the Schedule 'B' and 'C'
Property and in consideration of the covenants of the VENDOR binding the
owners of other apartment
in the building hereby agrees to be bound by the following restrictions and
covenants:

1. Not to raise or cause to be raised any construction in addition to that
mentioned in Schedule B and C.
2. Not to use or permit the use of 'B' and 'C' Schedule Apartment in a
manner, this would diminish the value, utility of the pipes, cisterns and other
common Amenities provided in the building.
3. Not to use the space in the land described in Schedule 'B' and 'C'
Property above, which is left open after the construction of the building for
parking any heavy vehicles or to use the same in any manner, which might
cause hindrance for the free ingress to or egress from any other part of the
building.
4. Not to default in the payment of any taxes or levies or expenses to be
shared with the other owners of the Apartments under the said scheme.

M. Venkatesh
M. Suresh

09/12/2015

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

5. Not to decorate the exterior of the said building constructed on Schedule 'A' Property otherwise than in a manner agreed to by the majority of owners of apartments comprised in the said building.
6. Not to make any arrangements for the maintenance of the exterior of the said building or the common amenities therein other than that agreed by the majority of owners of the apartments in the said building.
7. Not to use the Schedule 'B' and 'C' Apartments for any business or purpose,
8. Not to do anything which will be the cause of nuisance or annoyance to the other occupants of the apartment.
9. Not to store in the building premises or bring into the building constructed in the Schedule 'B' and 'C' Property any goods, which are hazardous, combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to affect or damage the construction of structure of the building.
10. Not to use or permit the use of the common passage and the common staircase either for storage or for use by servants any time to hang household cloths and any other linen and other personal effects.
11. Not to make any structural modifications (or alterations in his/her unit or installations located therein without previously notifying the DEVELOPER or the

SCHEDULE 'E'

The PURCHASER shall bear the proportionate share of maintenance for the following expenses

1. The PURCHASER shall become member of the apartment owners association. Ownership of 'B' and 'C' Schedule apartment shall automatically result in the PURCHASER becoming a member of the apartment owners Association.
2. The PURCHASER shall bear proportionate share of maintenance for the following exercises.

M Venkatesh
M. Suresh

(Signature)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

- All rates and outgoing payable, if any, in respect of Schedule 'A' Property and the building thereon.
- The expenses of routine maintenance of the said building including painting, white washing, cleaning, etc., and the provision of any common service to building
- Maintenance and replacement of telephones, pump-sets and other machinery, electrical lines, common to the said building, replacement of bulbs in corridors and other common places, bore-wells, pumps and water lines
- Maintenance of potted plants in the building and all landscaped areas.
- Maintenance of watchmen and security system provided.

3. All payments mentioned in Clause (2) above shall be paid as determined by the Association of flat owners to the Association. Till such time the Association is formed maintenance charges as determined by the DEVELOPER Company shall pay to it.

4. The PURCHASER shall also be liable to pay proportionate maintenance charges along with other purchaser of apartments in the various blocks in the entire Apartments being constructed on the Schedule 'A' Property, towards maintenance of sewage, service, roads, parks and any other facilities by the enjoyment of which the PURCHASER are benefited.

5. All amounts towards maintenance etc., will be payable annually in advance for the first year from the date of possession. If the PURCHASER fail to make payment of maintenance charges, the association shall be entitled to cut off amenities like Power Backup, etc., to the 'B' and 'C' Schedule Apartment.

6. This is the first instrument of conveyance relating to the super built up area, undivided share and one covered car parking area in the land relating to the apartment mentioned in Schedule 'B' and 'C' as per the sale consideration

M Venkatas
M. Suresh

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
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Registration and Stamps Department

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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

paid to the vendors and accordingly stamp duty paid on the sale deed document.

DETAILS OF DESCRIPTION PROPERTY, MATERIALS AND AMENITIES

- 1 Super built up area : 1,440 Sqft
- 2 Undivided share : 360 Sq.ft.
- 3 Walls : Solid Cement blocks and Cement
- 4 Flooring : Vitrified
- 5 Doors : Main door Teak wood and other Doors frames
Hard wood and shutter Flush Doors
- 6 Windows : Aluminum frames with shutters
- 7 Ventilators : Aluminum

In witness whereof the 2nd party and Purchaser have signed this absolute sale deed on the day, month and year first above written.

WITNESSES:-

1. *Santhosh Kumar*

(SANTHOSH kumar)
T-508, Balaji Sunrise Apt
Ananthnagar, B'lore-92

M Venkatesh M. Suresh

1) Sri. M. VENKTESH 2) Sri. M. SURESH
(2nd party self and GPA Holder to 1st parties)

2. *Rajbabu*

Rajbabu
193, Subbaraj Nagar
Bangalore-33

SRI. K. RAVI CHANDER
PURCHASER

Drafted by:

