



सत्यमेव जयते

INDIA NON JUDICIAL

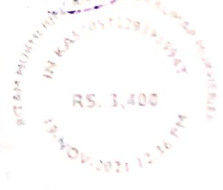
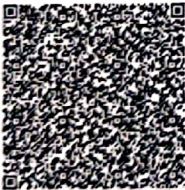
Government of Karnataka

e-Stamp

Stamp duty of Rs. 3400/-
Paid on this Agreement
and denoted on the Sale Deed dated
9-11-2021 Executed in Favour of
Ritam Mukherjee and Rabin Kumar Mukherjee
Sale Deed Regd. No.
6609/121-22 Date 09-11-21

Certificate No. : IN-KA57057229393994T
Certificate Issued Date : 19-Nov-2021 12:36 PM
Account Reference : NONACC (FI)/ kacrsf108/ VARTHUR1/ KA-BN
Unique Doc. Reference : SUBIN-KAKACRSFL0864310021951759T
Purchased by : RITAM MUKHERJEE AND RABIN KUMAR MUKHERJEE
Description of Document : Article 5 Agreement relating to Sale of Immoveable property
Description : AGREEMENT OF SALE
Consideration Price (Rs.) : 0
(Zero)
First Party : NSD BUILDERS
Second Party : RITAM MUKHERJEE AND RABIN KUMAR MUKHERJEE
Stamp Duty Paid By : RITAM MUKHERJEE AND RABIN KUMAR MUKHERJEE
Stamp Duty Amount(Rs.) : 3,400
(Three Thousand Four Hundred only)

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Please write or type below this line

AGREEMENT OF SALE

THIS AGREEMENT IS ENTERED INTO THE 19th DAY OF NOVEMBER, 2021 AT BANGALORE BY AND BETWEEN

For NSD Builders

Managing Partner

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

• **Mr.R.PRABHAKAR REDDY**, aged about 56 years,
S/o Mr.Dodda Ramaiah Reddy,
• Residing at No.157, Thubarahalli,
• Ramagondanahalli Post,
Bangalore – 560 066.

represented by his registered Power of Attorney Holder
Mr. B.GOVARDHANA CHARY, Managing partner of M/s. NSD BUILDERS,

Hereinafter referred to as the Owners (which term shall wherever the context so applies shall include his/her/their/its assigns, successors, executors, administrators, heirs and legal representatives) of the FIRST PART

M/s. NSD BUILDERS,
A Partnership firm having its Office at
No.40/2 and 41, Thubarahalli,
Varthur Hobli,
Bangalore.

Represented by its Managing Partner

Mr. B.GOVARDHANA CHARY, aged about 53 years,
S/o Mr.Laxmana Chary,

hereinafter called the "CONFIRMING PARTY" (which term shall where the context so admits be deemed to include it's successors in office and assigns) of the SECOND PART.

AND IN FAVOUR OF

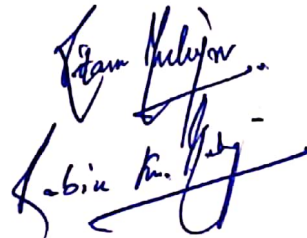
1.Mr.RITAM MUKHERJEE, aged about 34 years,
S/o.Mr.Rabin Kumar Mukherjee.

2.Mr.RABIN KUMAR MUKHERJEE, aged about 63 years,
S/o.Mr.Nemai Chandra Mukherjee
#Flat No-298, Block -L, Sonestaa Meadows,Thubarahalli Extn
Bengaluru-560066.

hereinafter called the PURCHASER/S, which term shall wherever the context so applies shall include his/her/their assigns, successors, executors, administrators, heirs and legal representatives of the THIRD PART.

For NSD Builders


Managing Partner


Rabin Kumar Mukherjee

WHEREAS, the Owner is the absolute owner of all that piece and parcel of the Property bearing Sy No.40/2, situated at Thubarahalli Village, Varthur Hobli, Bangalore East Taluk, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, measuring about 10 Guntas, more fully described in the Item – I of the Schedule hereunder and hereinafter referred to as the Item – I of the “SCHEDULE ‘I’ PROPERTY”.

WHEREAS, the Owner at Sl.No.2 is the absolute owner of all that piece and parcel of the Property bearing Sy No.41, situated at Thubarahalli Village, Varthur Hobli, Bangalore East Taluk, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, measuring about 28 Guntas, more fully described in the Item – II of the Schedule hereunder and hereinafter referred to as the Item – II of the “SCHEDULE ‘I’ PROPERTY”.

WHEREAS, both the Properties referred to above are situated adjacent to each other and is together more fully described in the Composite Schedule hereunder and hereinafter referred to as the “SCHEDULE ‘I’ PROPERTY” for brevity. The Schedule Property is converted vide Conversion Order bearing No. ALN (EVH) SR 204/2010-11, dated 30/10/2010, The Properties described at Item – I and II presently bears common BBMP Katha No.799. The owners with an intention to develop their properties jointly have represented as under:-

WHEREAS the First Party have entered into a Joint Development Agreement dated 16/08/2010, registered as document No.3227/2010-11, registered before the Office of the Sub-Registrar, Varthur, Bangalore, with the Promoters/Confirming Party herein for the construction of multistoried residential apartment building known as “SONESTAA MEADOWS” over the Schedule I Property subject to the terms and conditions mentioned in the said Joint Development Agreement.

WHEREAS, the PURCHASER herein is interested in owning an apartment in the project “SONESTAA MEADOWS” and in this regard approached the Owner herein offering to purchase 680.46Sq.ft of undivided share interest right and title in the Schedule I Property more fully described in Schedule II hereunder on certain terms and conditions to which the owners/Promoters agreed to procure to such PURCHASER such rights and obligations mentioned herein below:

WHEREAS, the parties hereto decided to have the aforesaid terms and conditions reduced to writing under this agreement as follows:

NOW IT IS MUTUALLY AGREED AS UNDER

1.The Owner hereby agrees and undertakes to sell 680.46Sq.ft of undivided share, right interest and title in Schedule I Property more fully described in Schedule II hereunder to and in favour of the PURCHASER herein for a sale price and

For NSD Builders

Managing Partner

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Rabin K. Joshi

consideration of Rs.33,51,266/-(Rupees Thirty Three Lakh Fifty One Thousand Two Hundred Sixty Six Only)together with right to construct a residential flat through the confirming party, of the dimensions and the location more particularly described in Schedule III along with the right to the common amenities mentioned therein and subject to the rights and restriction mentioned in Schedules of construction agreement entered between the Promoter and PURCHASERS

2. The PURCHASER/S has paid a sum of Rs.50,000/- (Rupees Fifty Thousand Only) by way of NEFT, Reference Number. N199211570409069 dated 18-07-2021, drawn on HDFC Bank,Bangalore. and on the payment of the aforesaid entire sale consideration and amount shown in the construction agreement, the Owners shall execute a Deed of Absolute Sale, conveyance to the PURCHASER/S duly conveying the aforesaid fraction of undivided share, right, title and interest in the Schedule Property and the PROMOTER herein shall also join in the execution of the Deed of Absolute Sale and conveyance as a Confirming/Consenting Party.

3. Each of the parties hereto is entitled to enforce specific performance of this agreement against the other.

4. The OWNERS/PROMOTERS hereby covenant and assure the PURCHASER/S that the said OWNERS are the absolute owners of the Schedule Property and the Schedule I Property is free from any encumbrance, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, Taxation or other statutory authorities and the OWNERS are in actual possession and enjoyment of the same and they have competent to enter into this agreement and to effect sale of the Schedule Property as per the terms of this agreement. The Owners/Promoters shall indemnify and keep the Purchaser/s indemnified against any loss, expenses or costs incurred by the Purchaser/s due to any defect in the title to the Property.

5. All the expenses relating to the Stamp Duty, registration and other incidental expenses shall be borne by the PURCHASER/S only.

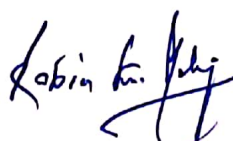
6. The PURCHASER/S shall be entitled to enter into an agreement with the Confirming Party/Promoter for the construction of a residential flat on the Schedule I property.

7. The Purchaser/s shall not use the flat or permit the same to be used for any purpose whatsoever other than as a private dwelling house or for any purpose which may or is likely in the opinion of the OWNERS/PROMOTER and/or managing committee of the Association, to cause nuisance or annoyance to occupiers of the other flats/garages in the said building or to the owner/s or occupiers of the neighbouring properties and further not to use the same for any illegal or immoral purposes, nor use the garage for any other purpose except for keeping motor car.

For NSD Builders


Managing Partner

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Robin L. Kalyan



8. It is hereby further agreed that the PURCHASER/S shall become the member of the Apartment Owners Association to be constituted in accordance with the provisions of Karnataka Apartments Ownership Act 1972 and rules framed thereunder, after the Purchaser/s becomes the Owners of the undivided share, right, title and interest in the land by virtue of the apartment herein agreed to be constructed. The PURCHASER/S shall execute such declarations, affidavits, undertakings and papers as may be required under the said act and other papers and documents required under the Electricity Board (KPTCL) Water Supply Board (B.W.S.S.B) Corporation and such other authorities.

9. It is hereby agreed by the PURCHASER/S that from the date the apartment is ready for occupation for which a notice will be received by him from the PROMOTER whether possession is taken by him or not he shall pay regularly every month on or before 5th day of each month to the OWNERS/ PROMOTER until the formation of the Apartments Owners Association the proportionate share that may be decided by the OWNERS/ PROMOTER in all the outgoings on general expenses in respect of the Property such as insurance, municipal taxes or other taxes or cess, Electric and Water tax or charges or deposit in respect of meters, maintenance and management of the building, common light, sanitation, repairs, salary of watchman, sweepers, and maintenance charges and all other costs and expenses connected with the building.

10. The PURCHASER/S shall pay such deposit, costs, share association fee, deposit, cost of stamp papers, registration fee, legal fee and such other expenses as may be required for the formation of association and the transfer of undivided, share, right, title and interest in favour of the PURCHASER/S and other formalities of obtaining completion of apartment and handing over of the possession of the apartment herein agreed to be constructed for the PURCHASER/S.

11. It is specifically agreed between the OWNERS/PROMOTER and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule III Property and undivided share, right, title and interest in Schedule I Property agreed to be sold to him mentioned in Schedule II and in no way shall have interest or claims or any objection whatsoever for the use by the other owners of the apartments, covered or uncovered parking space that has been specifically built, assigned allotted sold or disbursed off otherwise. The common amenities alone be used as common amenities along with other owners and PURCHASER/S shall not lay any claims on other owners and PURCHASER/S shall not lay any claims on other separate amenities provided for specifically to other owners for construction.

For NSD Builders


Managing Partner

SCHEDULE I PROPERTY

Item – I

All that piece and parcel of the Property bearing converted Sy No.40/2, situated at Thubarahalli Village, Varthur Hobli, Bangalore East Taluk, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, measuring about 10 Guntas, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

East by : remaining portion of Sy.No.41;

West by : portion of Sy.No.54;

North by : portion of same survey number belonging to Biddappa;

South by : portion of same survey number belonging to Krishna Reddy;

Item – II

All that piece and parcel of the Property bearing Sy No.41, situated at Thubarahalli Village, Varthur Hobli, Bangalore East Taluk, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, measuring about 28 Guntas, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

East by : Sy.No.44;

West by : portion of Sy.No.40/2;

North by : portion of same survey number – block - I;

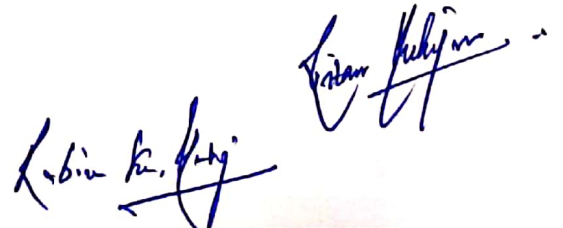
South by : Sy.No.42/2;

COMPOSITE SCHEDULE PROPERTY

All that piece and parcel of the Property bearing converted Sy No.40/2, measuring about 10 Guntas, and converted Sy No.41, measuring about 28 Guntas, and presently bears BBMP Katha No.799, {converted vide Conversion Order bearing No.204/2010-11, dated 30/10/2010, issued by the Special Deputy Commissioner, Bangalore District }, both are situated adjacent to each other at Thubarahalli Village, Varthur Hobli, Bangalore East Taluk, now coming under the jurisdiction of Bruhath Bangalore Mahanagara Palike, and totally measures 38 Guntas with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

For NSD Builders


Managing Partner


Robin K. Kuty

East by : Sy.No.44;
West by : Sy.No.54;
North by : private property;
South by : private property and Sy.No.42/2;

SCHEDULE II

680.46Sq.ft undivided interest in the immovable property mentioned in Schedule I above.

SCHEDULE III

Flat bearing No'G-79 in Ground Floor ,of "J" Block measuring 2062Sq. feet Super Built-up Area, containing, Three Bed Room together with One Covered Car Parking Spaces, including proportionate share in common areas such as passages, lobbies, staircase, contained in the multistoried residential building complex known as "SONESTAA MEADOWS", to be constructed on the Schedule I Property.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1.

For NSD Builders

Managing Partner

FIRST PARTY

Represented by their GPA Holders

For NSD Builders

Managing Partner

2.

SECOND PARTY

Titaw Palyin
Kabin K. Palyin

THIRD PARTY.