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Draft only

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Format for 005

~~BK 751/89-90~~

Eleven

This document consists of Eleven sheets of document No. 751 of Book 11



[Signature]
Deputy Director of Treasury
Stamp Depot, Bangalore

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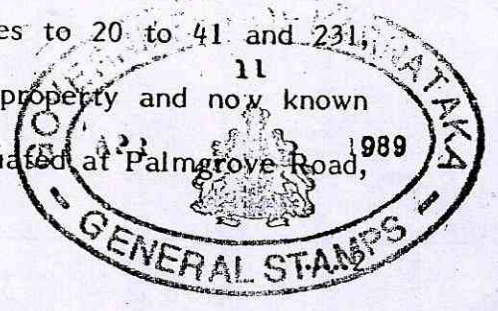
60
15
2
775

SALE DEED

THIS INDENTURE OF SALE is made this 12th Twelfth day of April One Thousand Nine Hundred Eighty nine, BETWEEN **Messrs. HOYSALA BUILDING DEVELOPMENT COMPANY PRIVATE LIMITED**, Company Incorporated under the provisions of the Indian Companies Act, 1956, with its Registered Office at No. 65/2, Sai Krupa, Railway Parallel Road, Kumara Park West, Bangalore - 20, represented by its Managing Director, through Sri C.R. Nagaraja Setty hereinafter called the 'VENDOR' which term where the context so admits be deemed to include its Successors-in-office and Assigns of the One Part; in favour of ~~ONE KUMAR HEDDE~~ son of ~~LATE J. NARAYAN~~ HEDDE aged about ~~33~~ years, hereinafter called the 'PURCHASER' which term where the context so admits be deemed to include his/her/their respective heirs, executors, administrators, legal representatives and assigns of the Other Part;

WHEREAS, by Indentures of Sale dated 22.6.1981 and 31.3.1982 and registered as Nos. 966/81-82 and No. 740/82-83 in Book No. 1, Volumes 2116, and 2167 pages to 20 to 41 and 231, Vendors herein purchased the immoveable property and now known as bearing Corporation No. 22 and 22/1 situated at Palmgrove Road,

C.R. Nagaraja Setty



REGISTERED IN THE OFFICE OF THE SUB-REGISTRAR

SHIVAJINAGAR AT 1-25 A M.P.E. CN. 12/4/89

Anil Kumar



Anil Kumar

~~JOB-REGISTRATION~~

PROVISION ADMITTED BY

C.R. Nagaraj

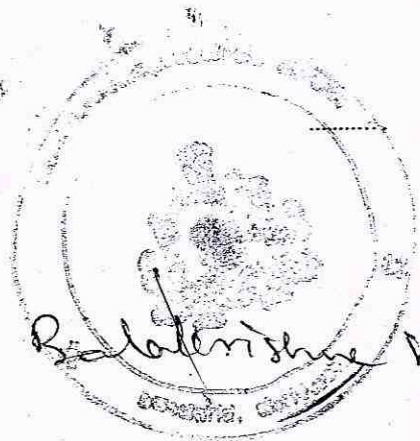


C.R. Nagaraj

~~JOB-REGISTRATION~~

IDENTIFIED BY

[Signature]



Balakrishna

SUB-REGISTRAR
SHIVAJINAGAR
BANGALORE.

Anil Kumar 12-4-89

Hand as No. 151/89-90

Page 78-88 Volume 2832 of

Book

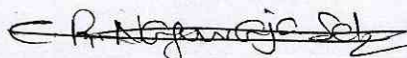
Date 03/5/89

[Signature]
Sub-Registrar

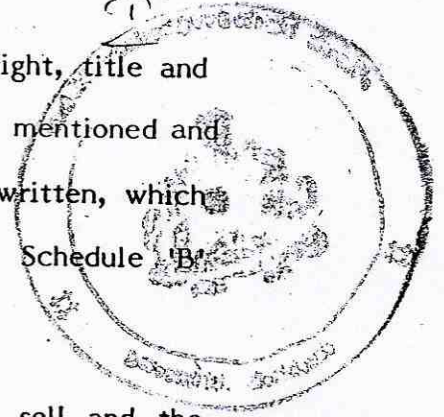
REGISTRATION	760 = 0
COPYING	13 = 0
PROVISIONS	2 = 0
TOTAL	775 = 0

Bangalore, more particularly mentioned and described in the Schedule 'A' given to this deed, which will be hereinafter be referred to as '**SCHEDULE PROPERTY**' and whereas the Khatas of the Schedule 'A' Property were transferred to the name of the Vendors under the endorsement Nos. DAE/51/KTR/42/81-82 dated 2.3.1982 and No. DAE/61/KTR/36/82-83 dated 1.1.1983, issued by the Assistant Revenue Officer, Ashok Nagar Range, Division No. 61 of the Corporation of the City of Bangalore and whereas the Vendors are now the sole and absolute owners of the Schedule 'A' Property and are in possession of the Schedule 'A' Property and whereas the Vendors have got the plans sanctioned for the construction of flats in the Schedule 'A' Property as per L.P. No.381/83-84 dated 19.8.1983 and subsequently got sanctioned the modified plans as per L.P. No.381/83-84 dated 18-08-1988 and whereas as per No. ULC (3) Misc. 11/82-83 dated 24.3.1988, Urban Lands Ceiling Deputy Commissioner, Urban Land Ceiling, Bangalore has already granted no objection certificate and exemption order and permission to demolish the existing building and re-development and whereas the Vendors have formulated the comprehensive plan for construction of apartments/flats in the said Schedule 'A' Property to be known, named and styled as **MUKUND APARTMENTS** and the Vendors have undertaken to construct the apartments as per the plan indicated in the Schedule 'A' Property hereunder and whereas to this effect, the Vendors have entered into an agreement for sale dated

with the Purchasers herein inter alia agreeing for the sale of undivided interest and have undertaken to execute a conveyance of the undivided interest in the Schedule 'A' Property in favour of the Purchaser and whereas the Vendors in pursuance of the aforesaid agreement have now agreed to sell and the Purchasers



have agreed to purchase 0.827 undivided share, right, title and interest in Schedule 'A' Property more particularly mentioned and described in the Schedule 'B' Property herein under written, which for the sake of brevity shall hereafter referred to Schedule 'B' Property.

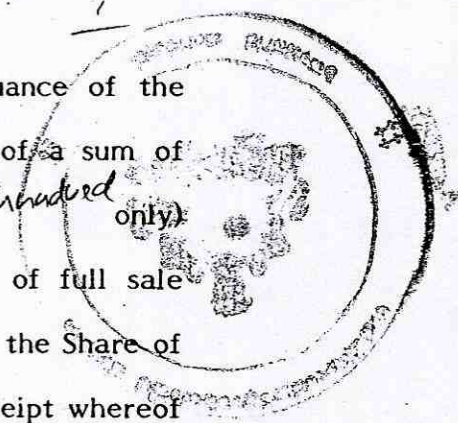


AND WHEREAS, the Vendors have agreed to sell and the Purchasers have agreed to purchase the undivided share in Schedule 'A' Property which is more fully described in Schedule 'B' given hereunder and permitted the Purchaser to get an apartment to be constructed bearing No. in I Floor measuring 0.827 square feet or square meter, consisting of One Bed rooms including proportionate share in common areas such as passages, lobbies, lifts, staircase containing within the Multi-storeyed building to be constructed on the Schedule 'A' Property known as MUKUND APARTMENTS more fully described in the Schedule 'C' mentioned hereunder for a sale consideration of Rs. 215735.60 (Rupees two lakhs fifteen thousand seven hundred thirty five and 60/100 only) which the Purchaser shall pay to the Vendor according to the progress in the construction work in terms of agreement to Sale dated 12th April 2nd FEB 1987 entered into by the Vendors with the Purchaser. CBN

AND WHEREAS, the Purchaser in conformity with clauses of development scheme envisaged as aforesaid is entitled to an undivided share of the Schedule 'A' Property as stated in Schedule 'B' Property with a right to cause Schedule 'C' Property to be constructed for him/her therein to own, possess and enjoy the same with the rights, restrictions and conditions as referred to hereunder;

C. R. Nagaraj

NOW THIS DEED WITNESSETH THAT in pursuance of the agreement mentioned above and in consideration of a sum of Rs. 37,500/- (Rupees thirty seven thousand five hundred only) already paid by the Purchaser to the Vendors by way of full sale price of the undivided 0.827 the Share of Schedule 'A' Property as stated in Schedule 'B', the receipt whereof in the manner aforesaid the Vendors does hereby acknowledges, and ACQUIT AND RELEASE the Purchaser from making further payment towards sale price.

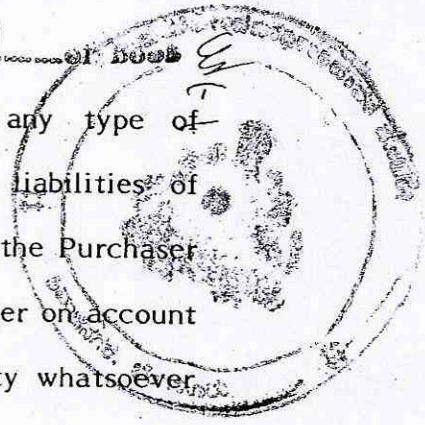


2. The Vendors does hereby grant, convey, and transfer to the Purchaser an undivided 0.827 the share of the Schedule 'A' Property as stated in Schedule 'B' is free from all and any encumbrances, charges, court attachments or other liabilities of any kind, together with the ways, waters, water courses, liberties, indemnities, privileges and easements, attached thereto and the right, title, interest and demand of the Vendor in and to the undivided the share of the Schedule 'A' Property as stated in Schedule 'B' is hereby conveyed and every part thereof, inclusive of all their rights relating thereto, TO HAVE AND TO HOLD the same unto the Purchaser, absolutely and as full owner thereof free from all claims of the Vendors and of all persons claiming through, in trust of under them. It is made clear and placed on record that the transfer hereby effected shall be subject to the overall development scheme envisaged for the project as also to all the rights and liabilities as to ownership use and enjoyment as provided hereunder:-

3. The Vendors hereby covenants that they have a full, good and lawful title to the undivided share of the Schedule 'A' Property hereby conveyed, that the same has lawfully been in their constructive

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possession, that the same is free from all and any type of encumbrances, court attachments, charges or other liabilities of whatsoever nature and the Vendors hereby indemnifies the Purchaser against any loss or damage that may be caused to him/her on account of any defect in title or any charge, claim or liability whatsoever that may arise in respect of the undivided share of the Schedule 'A' Property hereby conveyed or any portion thereof whether as a result of any act or deed done, caused to be done or omitted to be done by the Vendors or their predecessors in title or in any other manner. The Vendors do hereby undertake to do or cause to be done hereinafter at the cost of the Vendors all acts, deeds and things to better assure the Purchasers title as herein covenanted.

4. The Vendors hereby agree to clear off the up-to-date Electricity and Water Charges and other dues out of their own cost and expenditure and the Purchaser's liability commences only from this day onwards.

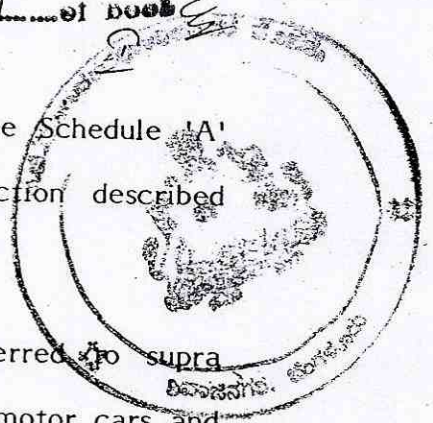
5. The Purchaser, by virtue of being the transferee of an undivided share of the Schedule 'A' Property shall be entitled along with the other co-owners of the Schedule 'A' Property to be jointly in possession of the same and shall be subject to their mutual rights and liabilities, restrictions and conditions as stated hereunder:-

RIGHTS OF THE PURCHASER

(1) Full right and liability for the Purchaser and all persons authorised or permitted by the Purchaser (in common with all other person entitled, permitted or authorised to the like right) at all times by day or by night and for all legitimate purposes to go, pass and repass the stair-case and the passage inside and

E.R. Nagaraj

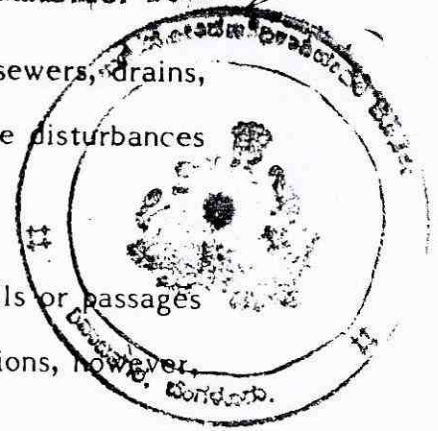
outside the said building to be constructed on the Schedule 'A' Property and the exclusive right to the construction described in Schedule 'C' hereto.



- (2) Full right and liability to the persons referred to supra in common with all other persons with or without motor cars and other permitted vehicles at all times by day and by night, and for all legitimate purposes, to go pass and bypass over the land appurtenant to the building to be constructed on the Schedule 'A' Property.
- (3) The right to subjacent and lateral support, shelter and protection from the other parts of the said building and from the side and roof thereof as provided in the scheme envisaged for the Schedule 'A' Property.
- (4) The right to free and uninterrupted passage of running water, sewage, gas and electricity, from and to the said building and to the Schedule 'B' unit through the sewers, drains and water courses, cables, pipes and wires which now are or may at any time hereinafter be in, under or passing through the said building or any part thereof.
- (5) Right of passage for the Purchaser and the Purchaser's agents or workmen to the other parts of the said building at all reasonable times after notice to the concerned parties, the water tanks for cleaning, repairing or maintaining the same.
- (6) Right of passage for the Purchaser and Purchaser's agents or workmen to the other parts of the said building at all reasonable times and after notice to the other concerned parties to enter into or upon other parts of the said building for the purpose of

CR. Nagaraj

repairing, cleaning, maintaining or renewing any such sewers, drains, water courses, cables, pipes and wires, causing as little disturbances as possible and making good any damage caused.



(7) Right to lay cables or wires through common walls or passages for radio, television, telephone, and other such installations, however, respecting the similar rights of other owners thereof.

(8) Subject to payment for common facilities and services, the right to enjoy all common services and facilities in the proposed apartment.

(9) Right to the use in common of the open areas around the building and the entrance of the building without the right to erect any structures thereon.

(10) Right for the Purchaser, his servants, workmen and agents at all reasonable times on notice to enter into and upon other parts of the Schedule 'A' Property or the building to be erected thereon, for the purpose of repairing, maintaining, renewing, altering or rebuilding the said building and/or Schedule 'C' Property or any part of the said building giving subjacent or lateral support, shelter or protection to the said building and/or the Schedule 'C' Property.

(11) Right to do all or any of the aforesaid acts without notice in case of an emergency.

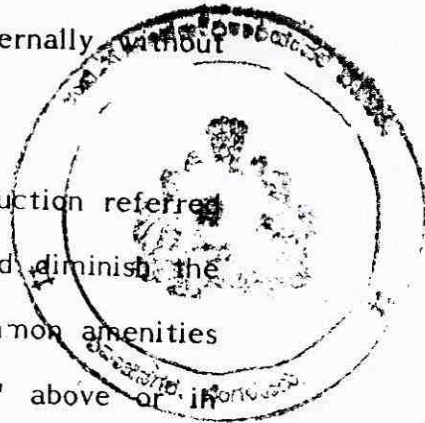
RESTRICTIONS ON THE RIGHTS OF THE PURCHASER

(i) Not to raise any construction in addition to that mentioned in Schedule 'C' above. This however does not affect his/her rights

E.R. Nagarajadas

15/11/90
8 Dec: 18/11/90

to have any changes, additions and alterations internally
damaging the main structure.



(ii) Not to use or permit the use of the construction referred
to in Schedule 'C' above in a manner which would diminish the
value, utility or the pipes, cisterns and the like common amenities
provided in the property described in Schedule 'A' above or in
any construction made thereon.

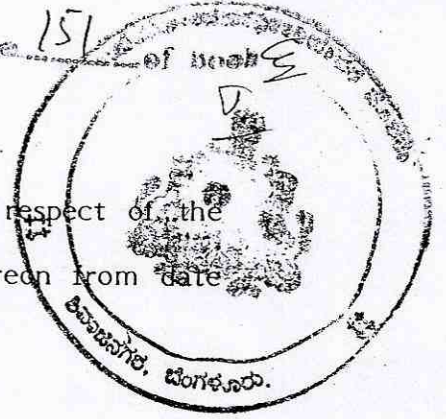
(iii) Not to use space in the land described in Schedule 'A' above
left open after the constructions referred to in the Schedule 'C'
above for parking any heavy vehicles or to use the same in any
manner which might cause hindrance for the free ingress to or
outgress from any other part of the construction.

(iv) Not to default in the payment of any taxes or levies to
be shared by the other joint owners of the property described in
Schedule 'A' above or expenses to be shared by the owners of
the constructions thereon or any specified part thereof.

(v) Not to decorate the exterior of the property to be constructed
by the Builder for the Purchaser/s otherwise than in a manner
agreed to by the majority of owners of constructions in the
Schedule 'A' Property.

(vi) Not to make any agreement for the maintenance of the
buildings referred to in the Schedule 'C' above and for ensuring
the common amenities therein for the benefit of all concerned
other than that agreed to by all other owners on indefault of such
arrangement by the majority of such owners.

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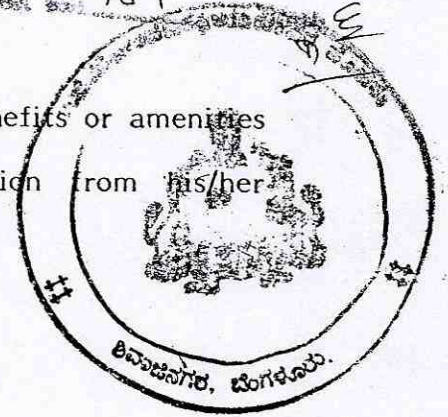


1. All rates and out-goings payable, if any in respect of the Schedule 'A' Property and the buildings thereon from date of actual occupation.
2. The expenses of routine maintenance including painting, whitewashing, cleaning etc., and provisions of the common service to the common building as set out below:-
 - (a) Maintenance of pumpsets and other machineries sanitary, electrical lines common to the building.
 - (b) Replacement of bulbs in corridors and other common places.
 - (c) Payment of electrical and water charges for common places.
 - (d) Maintenance of potted plants in buildings.
 - (e) Payments to watchman/maintenance staff if any.
 - (f) Maintenance and replacement of lift and/or generator.
 - (g) Any other amenity, facility or service required for the benefit of the occupants of MUKUND APARTMENTS.
3. The Purchaser along with the other Purchasers of undivided interest in Schedule 'A' Property agrees to become the member of the association Society of the Purchaser of undivided interest to be formed for fulfilling the above purposes mentioned.
4. Should Purchaser default in any payment due for any common expenses, benefits, or amenities the majority of the Purchaser while carrying out the services as contemplated above shall

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have the right to remove such common benefits or amenities including electricity, and water connection from his/her enjoyment.



SCHEDULE 'A'

All that piece and parcel of Vacant Land being the remaining portion of the composite residential premises (Old No. 1) New No.22 and 22/1, situated at Palmgrove Road, Civil Station, Municipal Division No. 6, Bangalore, bounded on the East by: Storm Water Drain and Palm Groove Road, West by: M/s. Zackairiah's Feroz Khan's and F.M. Xaviour's Property, North by: Madappa's Property, South by: Ms. Margaret Hane Eswar's Property.

SCHEDULE 'B'

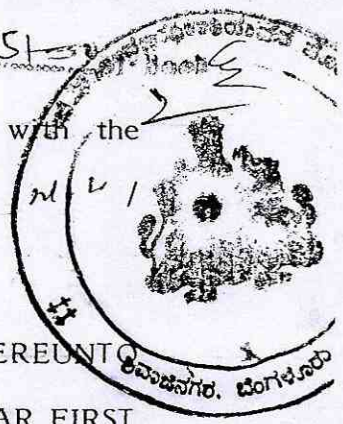
0.827 undivided share, right, title and interest in the above mentioned entire 'A' Schedule Property along with apportioned common area in all floors to be constructed in MUKUND APARTMENTS. The sital area 33279.63 sq.ft. or sqmts. and aggregate plinth area of the Schedule 'C' unit is 739.17 sq.ft. The undivided 0.827 share of the property conveyed, when divided by meters and bounds would be sq.ft. or sq.mts.

SCHEDULE 'C' (TO BE CONSTRUCTED)

One Bed room apartment bearing No. 005 in Ground Floor, measuring ~~0.827~~ sq.ft., carpet area 739.17 sq.ft. of plinth area including proportionate share in the common area such as passages, lobbies, lifts, staircases contained within the multistoreyed building known as MUKUND APARTMENTS to be constructed by

C.R. Nagaraj11

the Purchaser through the builder stated Supra along with the permanent right to use basement car parking place No./s Scooter parking place No./s



IN WITNESS WHEREOF, PARTIES HEREIN HAVE HEREUNTO AFFIXED THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN BEFORE THE FOLLOWING WITNESSES.

WITNESSES:

1. *[Signature]*
C. R. Narayana (Eunandse)
Vijaya Bank
K. R. Puram

2. *[Signature]*
(Arunachala Adappa)
Vijaya Bank
K. R. Puram

For Hoysala Building Development Company Private Limited

[Signature]
C. R. Nagaraja Setty
VENDOR Director

PURCHASER

..... Drafted by me
[Signature]
Sushil Kumar
Hoysala Building Development Company Private Limited


Certificate U/S 45-A

Case No. ~~D V S/171/288/89~~ 90 Order dt. 24-8-89

Deficit stamp duty of Rs. 2100/- + R.F 360/-
is credited to the RBI. B'lore

Vide Challan 88-7 dt. 25-8-89

Market value fixed at Rs. 55,044/-


Deputy Commissioner
for Detection of Undervaluation of Stamps,
Bangalore-560 038