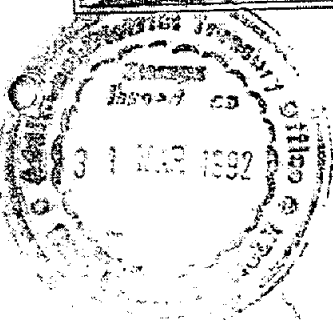


Lot-15

5000Rs.



LOT NO. 15



6680/91-92
 31-3-1992
 S. R. Habli.
 U.C. Declaration NO. 1578/91-92. Dated 31/3/92

829
35-117

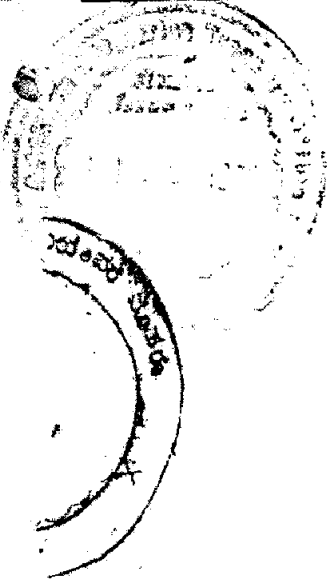
For Stamp duty and
 Registration the undivided
 share in Land
 is valued at: Rs 96,650=00

SALE DEED OF UNDIVIDED SHARE IN LAND ONLY.

THIS DEED OF ABSOLUTE SALE OF 7.73 % share,
 right in the land only is executed on this the
 31st day of March 1992 BY AND BETWEEN (Smt. Shantabai
 W/o late V.K. Shevade & (2) Sharad s/o late V.K. Shevade

111

5000Rs



660/2
Hubli.
Sri. C.M. Patil, Manager, Property development,
Kirloskar Investments & Finance Ltd. Unity Building
C Block, II Floor, J.C. Road, Bangalore, hereinafter
called the VENDORS which term wherever the context
(5 pm)

- 2 -

both residents of 44, Tadpatri lane, Hubli
represented by their G.F.A. holder
Sri. C.M. Patil, Manager, Property development,
Kirloskar Investments & Finance Ltd. Unity Building
C Block, II Floor, J.C. Road, Bangalore, hereinafter
called the VENDORS which term wherever the context

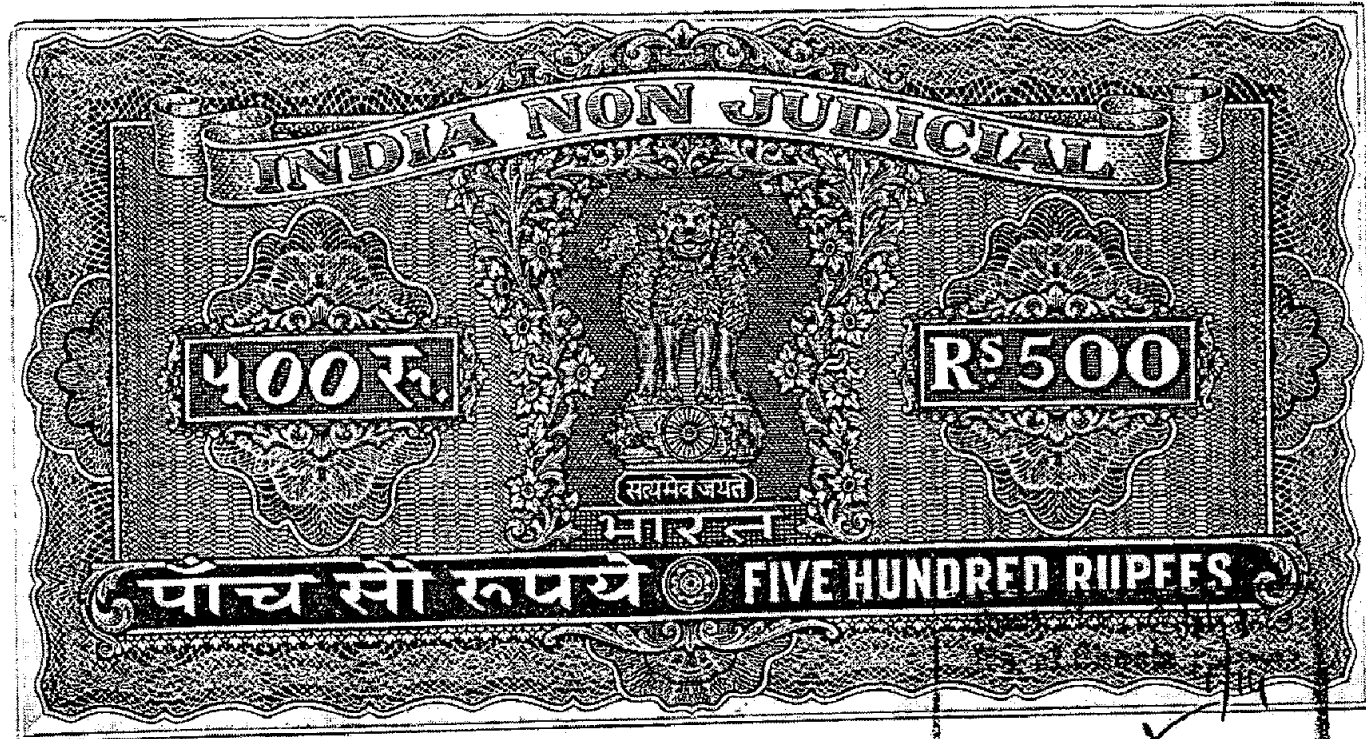


S. A. Khabli

106001
 31-3-1951
 C. K. S. P. L. ...
 31-3-1951

permits shall mean and include their
 heirs, successors, assigns, legal rep-
 resentatives, executors and administrators)
 on ONE PART:

500Rs. 4



11.1.52
11.6.52
C.K. I.E. L. ... R. T. Kulkarni

31-3-52
[Signature]

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ANI

Kirloskar Investments and Finance Ltd.,
Unity Building, C. Block II Floor, J.C. Road,
Bangalore by its Local Asst. Branch Manager:
Sri. R.T. Kulkarni,

hereinafter called the PURCHASER which term

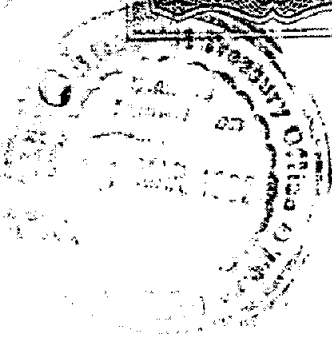
Represented by Charitra
K. A. Swami

.. 5

100Rs.



H. A. Habli



11500/-
 31-3-1982
 ...
 ...
 ...

- 5 -

wherever the context permits shall mean
 and include his heirs, successors, assigns,
 legal representatives, executors and admi-
 nistrators) on the OTHER PART:

WHEREAS, the Vendors herein are the true and
 lawful owners of the property bearing CTS No.122/43



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No. of Sheets 6/14	RTE
G. N. Kabil	

and situated in ward No.III, Deshpande Nagar, Hubli, (more fully described in the Schedule written hereunder and hereinafter called the Schedule "A" property. The vendors have entered into a development agreement with Kirloskar Investments & finance Ltd. of a company having its Registered office in Unity Buildings, Bangalore, (hereinafter called the Builder) for development of the Schedule property into apartments/ office shops blocks. 6

WHEREAS the Builder herein developed a scheme to construct apartments on Schedule A property as per approved plan and permission NO.HCC-224/BLE/90 dated 05-02-90 granted by, The Urban Development Authority of Hubli Dharwad & Municipal Corporation.

WHEREAS, the purchaser by agreement contracted with the Builder herein whereby the Builder was obliged to obtain 7.73 % of undivided interest in Schedule A property so that the Purchaser could have the construction referred to in Schedule 'B' (hereinafter called the Schedule "B" apartment/office Block through the Builder with rights, liabilities and restrictions in the enjoyment thereof as mentioned in the schedule thereto. The builder has completed the construction of the building and has already delivered the possession of the Schedule 'B' Apartment) to the purchaser. The Purchaser is the owner of Schedule B Block.

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J. R. Habli

WHEREAS the Vendors herein under agreement dated
agreed to sell 7.73 % undivided interest
in the Schedule 'A' property and the purchaser herein
agreed to purchase the same and pursuant thereto
the Purchasers paid the entire sale consideration
thereof Rs. Ninety six thousand six hundred and ^{& fifty} ~~one~~
only) the receipt of which the vendors herein hereby
acknowledge as having received:

96,650/-

NOW THEREFORE THIS DEED WITNESSETH that pursuant
to the above and the purchasers agreeing to the stipula-
tions contained in Schedules hereto and in consideration
of RS. 96,650=00 (Rupees
only) paid by the Purchaser/s to the Vendors, the
Vendors herein do hereby grant, convey, transfer
and sell unto the Purchaser/s 7.73 % undivided interest
rights, estates, claims of the Vendors into and upon
the same and every part thereof subject to the stipula-
tions contained in the Schedules hereto, free of
all encumbrances.

96,650/-

AND THAT THE VENDORS do hereby declare that
the Vendors are the true, lawful and absolute owners
of the property sold and that the Vendors have not
acted in any way or in any manner with the result
that such right is curtailed.

AND in particular the vendors do hereby declare
that the Schedule A property is not subject to any

And no other
No of Sheets 9/14
U. R. Habi

lien or court proceedings and that all taxes, levied upto this date respect thereof have been paid and the vendors undertake to discharge any such amount found levied or leviabale upto this date.

AND THAT THE VENDORS do hereby further assure the purchaser/s that the Vendors shall do or cause to be done all such acts, deeds and things the purchaser/ may reasonably require, however at the cost of the Purchaser/s for more perfectly assuring the undivided interest in the Schedule A property hereby conveyed, granted, transfered or sold UNTO the purchaser/s.

AND THAT the Vendors do hereby assure the purchasers that the vendors shall not convey to any person any interest in the Schedule A property without annexing thereto the stipulations contained in the schedules hereto.

PROVIDED always the Vendors or persons claiming through under or in trust for the vendors shall have the right to endorce the stipulations contain in the schedules hereto.

AND THAT the vendors and the purchaser/s do hereby agree to abide by the stipuations contained in the schedules hereto.

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SCHEDULE 'A'

Only 7.73 % share in all that piece and parcel of land bearing CTS No.122/43, Ward -No.III, Deshpande Nagar Hubli bounded on the:

East by: CTS No.63-B of Nagashettikoppa

West by: Municipal Road

North by: Plot No.156

South by: Vacant land

thus in all measuring 894.5 sqft. Sq.Yards.

SCHEDULE 'B'

Apartment/Office Block/Shop No. 4 in First floor, in the Multi Storeyed building constructed in the property in Schedule A hereto (including one half portion in depth of the joints between the ceiling of the block and the floors of the blocks above it and internal walls and external walls between such levels) consisting office block and measuring 1111.Sq.ft. built area.

SCHEDULE 'C'

RIGHTS OF THE PURCHASER:

The purchaser shall have following rights in respect of the Schedule 'A' property and the building constructed thereon:

1. Full right and liberty for the purchaser and all persons authorised or permitted by the purchaser(in

S. S. Hubli

common with all other persons entitled, permitted or authorised to the like right) at all times by day by night and for all purpose to go, pass and repass the staircase and the passage inside and outside the said building being constructed on Schedule 'A' property and the construction described in Schedule B hereto.

2. Full right and liberty to the persons referred to supra in common with all other persons at all times, day and night, and for all purposes to go, pass and bypass over the land appurtinent to the said building constructed on schedule 'A' property.

3. The right to subjacent and lateral support and shelter protection from the other parts of the said building and from the said roof thereof.

4. The right to free uninterrupted passage of running water, soil, gas, electricity from and to the said building and to Schedule B shop/office through sewers, drain and water sources, cables, pipes and wires, which now are, or may at any time hereafter be in under or passing through the said building or any part thereof.

5. The right of passage for the purchaser and his agents or workmen to the other parts of the said building as also to the water tanks for cleaning, repairing or maintaining the same, at all reasonable times after due notice to the purchasers concerned.

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6. Right of passage for the purchaser and his agent or workmen to the other parts of the said building at all reasonable times and on the notice to the concerned purchasers to enter into and upon parts of the said building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains, water courses, cables, pipes and wires with as little disturbance as possible and making good any damage caused.

7. Right to lay cables or wires through common walls or passage for radio, televisions, telephone and such other installations, however having due regard to similar rights of the other purchasers.

8. Subject to payment, common facilities and services, the right to enjoy the common services and facilities provided in the said building.

Lead 2.5/10

9. Right for the purchaser, his servants, workmen and agents at all reasonable times on notice to the concerned purchaser to enter into and upon other parts of the Schedule 'A' property or the building erected thereon for the purpose of repairing, maintaining, renewing, altering or rebuilding the said building/ or the schedule B apartment or any part of the building giving subjacent or lateral support, shelter or protection to the building and /or the schedule B apartment.

10. Right to do all or any of the acts aforesaid without notice in the case of a emergency.

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SCHEDULE 'D'

RESTRICTION ON THE RIGHT OF THE PURCHASER:

The purchaser so as to bind himself, his successors-in-interest, heirs and assigns and with the consideration of promotion and protecting his rights and interest as the owner of the schedule B apartment and in consideration of the covenants of the Purchaser binding the owners of other apartment in the said building, hereby agrees to be bound by the following restrictions and covenants:-

1. Not to raise any construction in addition to that mentioned in the Schedule B.
2. Not to use or permit the use of the construction referred to in schedule B earlier in a manner which should 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 'A' 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 taxes or levies or expenses to be shared with the other owners of the apartments under the said scheme.

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5. Not to decorate the extension of the said building or the schedule B apartment otherwise than in a manner agreed to by the majority of the owners comprised in the said building.

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6. Not to make any arrangement for the maintenance of the exterior of the said building or the common amenities therein other than that agreed to by all the other owners of the apartments in the said building and in default of such arrangements by the majority of such owners through the purchase.

7. Not to put up extra load such that the safety of the building is endangered or to break up any wall such that inconvenience or nuisance is caused to the other occupiers of the building or doing any any act whereby the electrical system/water system to the building and occupiers is jeopardised.

SCHEDULE 'E'

A. The purchaser shall bear the proportionate share of the following expenses:-

1. All rents, rates and outgoings payable, if any, in respect of schedule 'A' property and the building thereon in common with other purchasers.

2. The expenses of routine maintenance of the said building including painting, whitewashing, cleaning etc., and provisions of the new common service to the building as set out below:-

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- a) Maintenance and replacement of pumpsets and other machinery, sanitary, electrical lines common to said building.
- b) Replacement of bulbs in corridors and other common places.
- c) Maintenance of potted plants in the building
- d) Provisions of watchman.

Should the purchaser default in the payment due for any common expenses, benefits, or amenities the majority of the owners concerned shall have the right to remove such common benefits or amenities including electricity and water connection from his enjoyment.

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

VENDORS

- 1. *Chali* (P.A. Holder)
- 2.

WITNESSES:

- (1) *[Signature]*
- (2) *[Signature]*

[Signature]
PURCHASER.

Drafted by: *[Signature]*
(R.P. Hosmani,)
M.A.L.L.B.,
Advocate,
Hubli.

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