BNG (U) YLNK 1....3201...12018-2019 1-39

THIS DEED OF SALE is executed on the 6th day of July Two Thousand Seventeen (06.07.2018):

BY: ``

- 1) MR. S. DEVENDRA, aged about 58 years, son of Mr. S. Venkatajah, residing at No. 11, Defence Layout, Sahakaranagar, Bangalore-560092
- MR. S. PRADEEP, aged about 28 years, son of Mr. S. Srinivas Raju, residing at No. 458/6, 'F' Block, Sahakaranagar, Bangalore-560092
- MR. M. BALARAMAIAH, aged about 81 years, son of Mr. S. Venkaiah residing at No. 316, 3rd Cross, M.S.R.Nagar, Nellur-03, Andhrapradesh
- 4) SMT .RATHNA, aged about 52 years. wife of late. Srinivasa Raju, residing at No. 458/6, 'F' Block, Sahakaranagar, Bangalore-560092

For Provident Housing Ltd.

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Page 1 of 35

BNG (U) YLNK / 320/ 12018-2019 Q-

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ಕರ್ನಾಟಕ ಸರ್ಕಾರೆ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Be M/s Provident Housing Limited Rep by its Director Mr. Nani R Choksey Rep by his SPA Holder Mr. R. Raghunandan , ಇವರು 10200850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	9298100.00	D.D. No. 011500 Dtd: 06/07/18 Drawn on Andhra Bank Bangalore
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	902750.00	D.D. No. 011501 Dtd: 06/07/18 Drawn on Andhra Bank Bangalore
ఓట్నై :	10200850.00	

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ದಿನಾಂಕ : 06/07/2018

Designed and Developed by C-DAC ,ACTS Pune.

BNG (U) YLNK / 3201 12018-2019 3-390

MR. ARUNA KALYANI.M, 5) aged about 45 years. son of late C. Muniyappa, residing at Sampigehalli Village, Yelahanka Hobli, Bangalore-560064

6) SMT. BHAGYA LAKSHMI. aged about 48 years, wife of Mr. R. Ananda Kumar, residing at No. 15, Akshaya Nilaya, Sampigehalli, Jakkur Post, Bangalore-560064

(hereinafter referred to as "VENDORS", expression shall, wherever the context so requires or admits, mean and include, their respective heirs, executors, administrators and assigns),

BY:

MR.R.ANANDA KUMAR

aged about 53 years son of Mr. H.Ramayya residing at No.15, Akshaya Nilaya, Sampigehalli, Jakkur Post, Bangalore - 560 064.

(hereinafter referred to as "CONFIRMING PARTY", which expression shall, wherever the context so requires or admits, mean and include, their respective heirs, executors, administrators and assigns),

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For Provident Housing Ltd.

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Print Date & Time: 06-07-2018 04:13:53 PM

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ಯಲಹಾಂಕ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 06-07-2018 ರಂದು 01:45:10 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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ತ್ರೀ M/s Provident Housing Limited Rep by its Director Mr. Nani R Choksey Rep by his SPA Holder Mr. R. Raghunandan ಇ ವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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]	M/s Provident Housing Limited Rep by Its Director Mr.Nani R Choksey Rep by his SPA Holder Mr. R. Raghunandan . (ಬರೆಸಿಕೊಂಡವರು)			P. Vaghand
2	Mr.S.Devendra s/o S.Venkataiah . (ಬರೆದುಕೊಡುವವರು)			Neid

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಯಲಹಂಕ, ಬೆಂಗಿಳೂರು.

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IN FAVOUR OF:

M/S. PROVIDENT HOUSING LIMITED,

a Company incorporated under the Companies Act. 1956 and having its registered office at No.130/1. Ulsoor Road, Bangalore 560 042, represented by its

Director Mr. Nani R Choksey.

(hereinafter referred to as the "PURCHASER", which term shall, wherever the context so requires or admits. mean and include its successors-in-title and assigns),

WITNESSESS AS FOLLOWS:-

WHEREAS all that agricultural land bearing Survey No.3 situated at Sampigehalli Village, Yelahanka Hobli, Bangalore North Taluk measuring in all about 8 Acres 23 Guntas is hereinafter referred to as "SURVEY NO. 3";

II. WHEREAS on an application made by Poojavenkatappa son Chikkapoojappa, Munivenkatappa son of Poojavenkatappa, Gundlu Muniyappa son of Bodadappa and Chikkapoojappa son of Gurukulappa for regrant of service inam lands attached to the Thoti and Neerganti Service of Jakkur, Sampigehalli and Venkateshapura Villages, the Assistant Commissioner by an Order dated 20.08.1971 in Case bearing No. HOA(N) 87 and 89/1968-69 regranted Survey No.3 jointly to the said Poojavenkatappa, Munivenkatappa, Gundlu Muniyappa, and Chikkapoojappa under Section 5 of the Village Offices Abolition Act, 1961, and

For Provident Housing Ltd.

Page 3 of 35

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3	S.Pradeep s/o S.Srinivas Raju . (ಬರೆದುಕೊಡುವವರು)			Port
4	M.Balaramaiah S/o S.Venkalah . (ಬರೆದುಕೊಡುವವರು)			Man /3
5	Rathna W/o Late Siinivasa Raju . (ಬರೆದುಕೊಡುವವರು)			9 Elithio
6	Aruna Kalyani.M S/o Late C.Muniyappa . (ಬರೆದುಕೊಡುವವರು)			M. Denkalger
7	Bhagya Lakshmi w/o R.Ananda Kumar . (ಬರೆದುಕೊಡುವವರು)			Bhograter' R
8	R.Ananda Kumar (Confirming Party) , (ಬರೆದುಕೊಡುವವರು)			2 AMM

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accordingly they were registered as kathedars of Survey No.3 in the revenue records by way of a Mutation Register Extract bearing MR No. 4/1972-73;

111. WHEREAS pursuant to the Order dated 20.08.1971 in Case bearing No. HOA(N)87 and 89/1968-69, all the hakkdars of Thoti and Neerganti service inams of Jakkur, Sampigehalli and Venkateshapura Villages that is, Munivenkatappa son of Muthappa, Doddamunimayappa, Munipoojappa and Chikka Muniyappa all sons of late Dodda Poojappa, Chikka Muneppa and Poojavenkatappa both sons of Chikka Poojappa, Muni Poojappa son of Munivenkatappa, Anjinappa and Munivenkatappa both sons of late Munishamappa, Munivenkatappa son of Poojappa alias Kothappa, Chikkeerappa son of late Chigatappa, Thirumalappa and Muni Ramaiah both sons of late Poojappa, Chikka Munidurgappa son of late Lakshmaiah, Muninanjappa son of late Krishnappa, Dooda Munimayappa, Chikka Munimayappa and Gundlu Muniyappa all sons of late Bodadappa ("Hakkdars of Service Inams") arrived at a family arrangement amongst themselves in pursuance of the undertaking given by them to the Tahsildar, to effect a partition amongst themselves wherein interalia Survey No.3, which was regranted by the Tahsildar was allotted to the share of the regrantees i.e Poojavenkatappa, Munivenkatappa, Gundlu Muniyappa and Chikkapoojappa ("Regrantees of Survey No.3");

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ಸಿ.ಡಿ. ನಂಬರ YAND666 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 06-07-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದ

ಉಪನೋಂದಹಾಧಿಕಾರಿ ಹೊಂಧಿನ (೧೦) ಅಹಾಂಕ र

Designed and Developed by C-DAC, ACTS, Pune

, om ಉಪನ್ಯೋಂದಣಾಧಿಕಾ<u>ೀ</u>

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IV. WHEREAS the family members of the Regrantees of Survey No.3 effected an partition amongst themselves wherein the family members of late Munivenkatappa were allotted a portion of the Survey No. 3 measuring 2 Acres 02 Guntas ("Said Land") and the remaining portion of Survey No.3 measuring 6 Acres 21 Guntas ("Remaining Land") was allotted to the joint shares of the family members of late Poojavenkatappa, late Gundlu Muniyappa and late Chikkapoojappa; and whereas the said oral partition has been recollected in writing under a Memorandum of Settlement dated 05.03.2012 executed amongst the surviving legal heirs and family members of the Regrantees of Survey No.3 that is amongst Bylamma wife of late Munivenkatappa joined by Ananda son of late Munivenkatappa (acting for himself and as father and natural guardian of his minor daughters Shalini, Tara and Thanuja), Mallesh son of late Munivenkatappa (acting for himself and as father and natural guardian of his minor daughters Hemalatha, Kusuma and Mohan), Venkatesh and Geethamma both children of late Munivenkatappa, Muni Obalamma wife of late Gundlu Muniyappa, Venkatappa son of late Gundlu Muniyappa, Suresh, Prathap, Sridhar and Vinod all represented by their father and attorney holder Venkatappa, Muniramaiah son of late Gundlu Muniyappa, Lohit, Vijay and Swarna all represented by their father and attorney holder Muniramaiah, Shankarappa son of late Gundlu Muniyappa (acting for himself and as father and natural guardian of his minor son Sumanth), Manjesh represented by his father and attorney holder -For Provident Housing Ltd. Shankarappa, Munivenkatappa son of late Gundlu Muniyappa, (acting for himself

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BNG (U) YLNK / ... 320) ... /2018-2019 10-3-9

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and as father and natural guardian of his minor children Santhosh and Sushmitha), Savithri daughter of Munivenkatappa represented by her attorney holder Venkatappa, Krishnappa son of late Gundlu Muniyappa (acting for himself and as father and natural guardian of his minor daughters Mallika and Sandhya), Akkamma and Mariyamma both daughters of late Gundlu Muniyappa represented by their attorney holder Krishnappa, Anjinamma wife of late C. Muniyappa joined by M. Ramakrishnappa son of late C. Muniyappa (acting for himself and as father and natural guardian of his minor children Navya Shree and Rohith), S.M. Govindappa son of late C.Muniyappa (acting for himself and as father and natural guardian of his minor son Kiran), G. Nagesh and Shakuntala both represented by their father and attorney holder S.M. Govindappa, S. M. Sadashivaiah son of late C. Muniyappa (acting for himself and as father and natural guardian of his minor children Saraswathi, Ganesh Kumar and Varalakshmi), Aruna Kalyani. M son of late C. Muniyappa (acting for himself and as father and natural guardian of his minor children Sushma S. A., Lavanya S.A and Lalith Kumar), Mahalakshmi and Anasuyamma both daughters of late C. Muniyappa (and both represented by their holder Kalyani.M), Muniyappa, Aruna Bhagyamma, Govindaraju and Swetha represented by their Attorney holder Aruna Kalyani, Bylamma wife of late Munivenkatappa joined by Manjunath, Shobha and Mala children of late Munivenkatappa, Poojappa son of Muniramaiah joined by Saravana alias Sharan.P son of Poojappa, Shivanna son of late Muniramaiah joined by For Provident Housing Ltd.

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Page 6 of 35

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Girijamma, Giri, Munipoojamma alias Venkatalakshmi, Raghu children of Shiyanna. Subbarayappa (for self and as father and natural guardian of his minor daughters Varalakshmi and Sumithra) son of late Muniramaiah joined by Mohan Kumar son of Subbarayappa, Poojamma daughter of late Muniramaiah all represented by their attorney holder Venkatappa son of late Gundlu Muniyappa, Chowdappa son of late Chikkamunidurgappa joined by Suresh, Prathap both sons of Chowdappa, Venkateshamma, Lakshmama. Lakshmana (for self and as father and natural guardian of his minor daughter Kavya aged about 16 years) children of late Chikkamunidurgappa, Manu son of Lakshmana, Kenchamma wife of late Munipoojappa joined by Munivenkatappa, Munipoojamma, Mahadeva, Munirathna Munipoojappa, Venkataswamy, Gowramma children Munivenkatappa, Muniyappa alias Mottappa son of late Chikkaveerappa, Sharadhamma, daughter of late Chikkaveerappa, Eerappa son of late Chikkaveerappa joined by Munikrishna son of Eerappa (for self and as natural guardian of his minor daughter Lavanya), Revathi daughter of Munikrishna, Nagarathna, Lakshmi, Dharanish children of Eerappa, Venkatalakshmi, Munirathna, Raja alias Chowdaraja children of late Poojappa, Mahadevamma wife of late Muniraju joined by Chandramma, Radha, Rukmini, Latha, Girish.M children late Muniraju and Sharadamma daughter of late Chikkaveerappa all represented by their attorney holder Aruna Kalyani.M son of late C.Muniyappa (together hereinafter For Provident Housing Ltd. referred to as "the Surviving Legal Heirs and Family Members of the Regrantees

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of Survey No.3", by Confirmation Deed dated 10.04.2012 (registered as Document No.140/2012-13, in Book-I, stored in CD. No. YAND400. in the office of the Senior Sub-Registrar Yelahanka, Bangalore) read with the Rectification Deed dated 09.10.2012 (registered as Document No. 5809/2012-13 in Book I, stored in CD. No. YAND438, in the office of the Sub-Registrar, Gandhinagar (Yelahanka), Confirmation Deed dated 13.04.2012 (registered as Document No. 232/2012-13 in Book I, stored in CD. No. YAND400, in the office of the Sub-Registrar, Gandhinagar (Yelahanka) read with the Rectification Deed dated 09.10.2012 (registered as Document No. 5803/2012-13 in Book I, stored in CD. No. YAND438, in the office of the Sub-Registrar, Gandhinagar (Yelahanka)) Confirmation Deed dated 13.06.2016 (registered as Document No. 1613/2016-17 in Book I, stored in CD No. YAND628, in the office of the Sub-Registrar, Yelahanka, Bangalore), Confirmation Deed dated 01.06.2017 (registered as Document No.38/2017-18 in Book IV, stored in the CD. No. JALD 227 in the Office of the Sub-Registrar, Gandhinagar (Jala), Confirmation Deed dated 10.07.2017 (registered as Document No.63/2017-18 in Book IV, stored in CD.No.JALD228 in the Office of the Sub-Registrar, Gandhinagar (Jala), Confirmation Deed dated 11.09.2017 (registered as Document No.1923/2017-18 in Book I, stored in CD.No.JALD230 in the Office of the Sub-Registrar, Gandhinagar (Jala)) and Confirmation Deed dated 20.02.2018 (registered as Document No.5090/2017-18 in Book-I stored in CD.No.GNRD 140 in the Office of the Sub-Registrar, Gandhinagar), have confirmed the sale executed in favour of the Vendors;

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V. WHEREAS the lands falling to share of Chikkapoojappa son of Gurukulappa and his son Poojavenkatappa in Survey No.3 ("together hereinafter referred to as "Portion 1 and 2 of the Remaining Land") constituted their joint family property and whereas Chikka Poojappa and his wife Venkatamma died leaving them surviving their sons C. Muniyappa and Poojavenkatappa as his only surviving legal heirs; and Chikka Poojappa's share in Portion 1 and 2 the Remaining Land devolved to his aforesaid legal heirs equally;

VI. WHEREAS Poojavenkatappa son of late Chikka Poojappa died on 06.10.1994, his mother Venkatamma having predeceased him, leaving him surviving his wife Munivellamma, who also died on 12.05.2004; and whereas as the said Poojavenkatappa and Muniyellamma were issueless and his brother late C.Muniyappa having died on 20.11.2001, the entire Portion 1 and 2 of Remaining Land devolved absolutely to the legal heirs of late C. Muniyappa i.e Anjinamma, M. Ramakrishnappa, S.M. Govindappa, S.M.Sadashivaiah, Gowramma, Aruna Kalyani.M, Mahalakshmi and Anasuyamma (the wife and children of late C.Muniyappa) as per the personal laws of inheritance governing them;

VII. WHEREAS Gundlu Muniyappa son of Bodadappa died on 10.05.2010, his mother having predeceased him, leaving him surviving his wife Obalamma also

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known as Muni Obalamma and children Venkatappa, Muni Ramaiah, Shankarappa, Munivenkatappa, Krishnappa, Akkamma and Mariyamma as his only surviving legal heirs, and his share in Survey No.3 ("Portion 3 of the Remaining Land") devolved to his aforesaid legal heirs equally, as per the personal law of inheritance governing them:

VIII. WHEREAS Munivenkatappa son of Poojavenkatappa died on 01.05.1991, his mother Poojavenkatamma having predeceased him, he was survived by his wife Bylamma and children Ananda, Mallesh, Venkatesh and Geethamma as his only legal heirs, and the Said Land devolved to his aforesaid legal heirs; and whereas Muniyellamma, C.Muniyappa, Gundlu Muniyappa and Bylamma were registered as joint khatedars of both the Said Land and the Remaining Land i.e. as kathedars of Survey No. 3 in the revenue records by way of Inheritance Register Extract bearing IHC No. 4/1995-96 and Inheritance Register Extract bearing IHC No. 31/1995-96 respectively;

IX. WHEREAS Bylamma wife of late Munivenkatappa joined by her children Ananda, Mallesh and Venkatesh sold a portion of the Said Land measuring 1 Acre 20 Guntas to Y.Ramakrishna son of late Yellappa and his wife Puttalakshmamma under a Sale Deed dated 12.12.1994 (registered as Document No. 5552/1994-95 in Book-I , of Volume-563, at Pages 230 to 232, in the office of the Sub-Registrar, Yelahanka);

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X. WHEREAS the said Bylamma joined by Munivenkatappa son of Munishamappa, Anjinappa alias Padiyappa son of Munishamappa, Muniyappa and Rajanna both sons of Munivenkatappa, A.Rajanna and A.Munishami both sons of Anjinappa alias Padiyappa together sold the remaining portion of the Said Land Y.Ramakrishna son of late Yellappa and his wife measuring 22 Guntas to Puttalakshmamma under a Sale Deed dated 06.02.1995 (registered as Document No. 7443/1994-95 in Book-I, of Volume-589, at Pages 238 to 240, in the office of the Yelahanka); and whereas Y.Ramakrishna and his Sub-Registrar, Puttalakshmamma were registered as joint kathedars of the Said Land in the revenue records by way of Mutation Register Extract bearing MR No. 10/1994-95 and Mutation Register Extract bearing MR No. 6/1995-96;

XI. WHEREAS Y. Ramakrishna died on 25.05.1997, leaving behind his wife Puttalakshmamma and children R. Krishnamurthy, R. Ramamurthy, R. Lokesh and R. Jayakumar as his only surviving legal heirs and his half share in the Said Land devolved to his aforesaid legal heirs equally, as per the personal laws of inheritance governing them;

XII. WHEREAS Shantha and Gowramma alias Geetha daughters of late Y.Ramakrishna have filed a suit bearing OS No. 5171/1997 against their mother Puttalakshmamma and brothers R. Krishna Murthy, R. Ramamurthy, R. Lokesh and R. Jayakumar had filed a partition suit bearing OS.No.5171/1997 on the file of the For Provide Atthousing Ltd.

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Additional City Civil Judge, Bangalore, seeking partition and separate possession of their share in the Said Land along with other properties, however the said suit was compromised and R. Krishnamurthy, R. Ramamurthy, R. Lokesh and R. Jayakumar took share in other properties and the Said Land fell into the share of Puttalakshmamma and the Decree was also drawn accordingly.

XIII. WHEREAS Puttalakshmamma wife of late Y. Ramakrishna duly consented by her son R. Krishna Murthy sold the Said Land to K. Kempamma wife of D. L. Kumar Swamy under two Sale Deeds both dated 10.07.2002 (both registered as Document No. 3228/2002-03 and Document No.3229/2002-03 in Book-I and stored in CD. No. YNK16, in the office of the Photo-Registrar, Yelahanka, Bangalore (Urban) District); and whereas K.Kempamma was registered as kathedar of the Said Land in the revenue records by way of a Mutation Register Extract bearing MR. No.10/2002-03 and M.R.No.11/2002-03:

XIV. WHEREAS on an application made by K. Kempamma to the Deputy Commissioner, Bangalore District, Bangalore for conversion of the Said Land from agricultural use to non-agricultural residential use and on payment of the necessary conversion fines, the Special Deputy Commissioner, Bangalore District, Bangalore by his Official Memorandum dated 02.01.2003 bearing No. B.Dis: ALN: SR: (N):

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174/2002-03 accorded permission for conversion of Survey No. 3 measuring 2 Acres 02 Guntas from agricultural use to non-agricultural residential use;

XV. WHEREAS Survey No.3 comprising of the Said Land and the Remaining Land measuring in all about 8 Acres 23 Guntas was notified for acquisition by the Bangalore Development Authority ("BDA") for the purpose of formation of layout called as "Arkavathi Layout" by way of a Preliminary Notification bearing No.BDA/Commr/ALAO/LA9/104/2002-03, dated 03.02.2003 published in Karnataka Gazette dated 03.02.2003 under Section 17(1) and (3) of the Bangalore Development Authority Act, 1976; however under the subsequent Final Notification bearing No.UDD 193 MNX 2004, dated 23.02.2004 published in Karnataka Gazette on 23.02.2004 under Section 19 (1) of the Bangalore Development Authority Act, 1976, only the Remaining Land was acquired by the Bangalore Development Authority and the Schedule Property was excluded from the acquisition;

XVI. WHEREAS under the subsequent modified scheme for acquisition, notified under modified Final Notification bearing No.UDD/426/MNJ/2011, Bangalore dated 18.06.2014 published in Karnataka Gazette on 18.06.2014 under Section 19 (1) of the Bangalore Development Authority Act, 1976, also, the Bangalore Development Authority has excluded the Schedule Property from acquisition proceedings and has acquired only the Remaining Land measuring 06 Acres 21 Guntas;

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XVII. WHEREAS Kempamma. K duly confirmed by her husband D. L. Kumarswamy and sons K.Suresh and K.Ramesh sold a portion of Said Land measuring 20 Guntas to S. Devendra son of S. Venkataiah (First of the Vendors) under a Sale Deed dated 27.05.2004 (registered as Document No. 3878/2004-05 in Book-I, stored in CD. No. YAND51, in the office of the Senior Sub-Registrar. Yelahanka, Bangalore);

XVIII. WHEREAS Kempamma K. duly confirmed by her husband Kumarswamy and sons K.Suresh and K.Ramesh sold another portion of Said Land measuring 20 Guntas to S. Subbamma wife of S. Venkataiah under a Sale Deed dated 27.05.2004 (registered as Document No. 3879/2004-05 in Book-I., stored in CD. No. YAND51, in the office of the Senior Sub-Registrar, Yelahanka, Bangalore);

XIX. WHEREAS Kempamma K. duly confirmed by her husband Kumarswamy and children K.Suresh and K.Ramesh sold one more portion of Said Land measuring 20 Guntas to M. Balaramaiah son of S. Venkaiah (Third of the Vendors) under a Sale Deed dated 27.05.2004 (registered as Document No. 3875/2004-05 in Book-I, stored in CD. No. YAND51, in the office of the Senior Sub-Registrar, Yelahanka, Bangalore);

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XX. WHEREAS Kempamma K. duly confirmed by her husband D. L. Kumarswamy and children K.Suresh and K.Ramesh sold the remaining portion of Said Land measuring 20 Guntas to S. Rathna wife of S. Srinivasa Raju (Fourth of the Vendors) under a Sale Deed dated 27.05.2004 (registered as Document No. 3884/2004-05 in Book-I, stored in CD. No. YAND51. in the office of the Senior Sub-Registrar, Yelahanka, Bangalore);

XXI. WHEREAS Kempamma duly confirmed by her husband D. L. Kumarswamy and children K. Suresh and K. Ramesh sold the portion of Said Land measuring 1 Gunta to Aruna Kalyani M son of late C. Muniyappa (Fifth of the Vendors) under a Sale Deed dated 22.08.2012 (registered as Document No.2956/2012-13 in Book-i, stored in CD No. BYPD126 in the office of the Senior Sub-Registrar Byatarayanapura, Bangalore) and another portion measuring in all about 1 Gunta to R. Bhagyalakshmi wife of R. Ananda Kumar (Sixth of the vendors) under a Sale Deed dated 22.08.2012 (registered as Document No.2955/2012-13 in Book-I, stored in CD No. BYPD126, in the office of the Senior Sub-Registrar Byatarayanapura, Bangalore);

XXII. WHEREAS Subbamma gifted the Schedule Property measuring 20 Guntas to her son S. Devendra son of S. Venkataiah (First of the Vendors) and her Grandson S.Pradeep son of S. Srinivas Raju (Second of the Vendors) under a Gift Deed dated

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15.03.2016 (registered as Document No. 7652/2015-16 in Book-I, stored in CD No. YAND624, in the office of the Senior Sub-Registrar, Yelahanka, Bangalore);

XXIII. WHEREAS the Surviving Legal Heirs and Family Members of the Regrantees of Survey No.3 have confirmed the aforesaid Sale Deeds all dated 27.05.2014 under which the Vendors purchased the Said Land by way of Confirmation Deed dated 10.04.2012 (registered as Document No.140/2012-13, in Book-I, stored in CD. No. YAND400, in the office of the Senior Sub-Registrar Yelahanka, Bangalore) read with the Rectification Deed dated 09.10.2012 (registered as Document No. 5809/2012-13 in Book I, stored in CD. No. YAND438, in the office of the Sub-Registrar, Gandhinagar (Yelahanka), Confirmation Deed dated 13.04.2012 (registered as Document No. 232/2012-13 in Book I, stored in CD, No. YAND400, in the office of the Sub-Registrar, Gandhinagar (Yelahanka) read with the Rectification Deed dated 09.10.2012 (registered as Document No. 5803/2012-13 in Book I, stored in CD. No. YAND438, in the office of the Sub-Registrar, Gandhinagar (Yelahanka)) and Confirmation Deed dated 13.06.2016 (registered as Document No. 1613/2016-17 in Book I, stored in CD No. YAND628, in the office of the Sub-Registrar, Yelahanka, Bangalore), Confirmation Deed dated 01.06.2017 (registered as Document No.38/2017-18 in Book IV, stored in the CD. No. JALD 227 in the Office of the Sub-Registrar, Gandhinagar (Jala), Confirmation Deed dated 10.07.2017 (registered as Document No.63/2017-18 in Book IV, stored in CD.No.JALD228 in the Office of the

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Sub-Registrar, Gandhinagar (Jala), Confirmation Deed dated 11.09.2017 (registered as Document No.1923/2017-18 in Book I, stored in CD.No.JALD230 in the Office of the Sub-Registrar, Gandhinagar (Jala)) and Confirmation Deed dated 20.02.2018 (registered as Document No.5090/2017-18 in Book-I stored in CD.No.GNRD 140 in the Office of the Sub-Registrar, Gandhinagar);

XXIV. WHEREAS M. Balaramaiah son of S. Venkataiah (Vendor No.3), being desirous of disposing off the Said Land measuring 20 Guntas entered into an Agreement of Sale dated 22.12.2015 with Ananda Kumar son of H.Ramayya (the Confirming Party herein);

XXV. WHEREAS the Confirming Party not being desirous of taking the conveyance of the Schedule Property has nominated his rights under the Agreement of Sale dated 22.12.2015 with regard to portion of Said Land measuring 20 Guntas in favour of the Purchasers with the consent and concurrence of the Vendors herein;

XXVI. WHEREAS all that residentially converted land being a portion of Survey No. 3 measuring 89298 Square Feet or 02 Acres 02 Guntas situated at Sampigehalli Village, Yelahanka Hobli, Bangalore North Taluk is morefully described in the For Provident Housing ---Schedule below and hereinafter referred to as Schedule Property;

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XXVII. WHEREAS the Purchaser had agreed to purchase the Schedule Property for a Sale Consideration of Rs.19,55,45,000/= (Rupees Nineteen Crores Fifty- Five Lakhs Forty -five Thousand only), under an Agreement of Sale dated 02.05.2016 (registered as Document No.625/2016-17 in Book-I stored in CD No.YAND627 in the Office of the Sub-Registrar, Yelahanka, Bangalore) and has paid a sum of Rs. 5,00,00,000/- (Rupees five crore only) as advance;

XXVIII. WHEREAS due to efflux of time and delay by the Vendors in complying the Conditions Precedent as mentioned in Clause No. 6 of the said Agreement of sale dated 02.05.2016, the parties have re-negotiated and the sale consideration payable by the Purchaser to the Vendors is revised to Rs. 18,05,45,000/-(Rupees Eighteen Crores Five Lakhs Forty Five Thousand Only).

XXIX. NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1 **DEFINITIONS**

- 1.1 In this Sale Deed the following capitalized words and expressions shall have the meanings ascribed to them below:
 - (a) "Encumbrance" shall mean a security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority

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of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Laws, (ii) any interest, option, right of first offer, or refusal or transfer restriction in favour of any Person, and / or (iii) any adverse claim as to title, possession or use. The terms "Encumber" and "Encumbered" shall be construed accordingly;

- (b) "Laws" shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (c) "Losses" means includes any and all monetary (or where the context so requires, monetary equivalent of) losses, claims, costs, and damages (whether or not resulting from third party claims), or relating to or arising out of or in connection with any actual claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or mediation, interests and penalties with respect thereto and amounts paid in settlement, interest, court costs, costs of investigation and reasonable out-of-pocket expenses, including reasonable fees and expenses paid or payable to attorneys, accountants, actuaries and other experts and other reasonable expenses of litigation or of any claim, default, or assessment;

(d) "Party" unless repugnant to the context, shall mean a signatory to this Sale Deed and "Parties" unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;

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- (e) "Person" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;
- (f) "Sale Consideration" shall have the meaning ascribed to the term in Clause 3;
- (g) "Sale Deed" shall mean this deed of sale, including recitals and annexes hereto and any rectification / amended done from time to time;
- (h) "Schedule Property" shall have the meaning ascribed to the term in Recital XXVII and is more fully described in Schedule below;
- (i) "Vendor Warranties" shall have the meaning ascribed to the term in Clause 6;
- (j) "Confirming Party Warranties" shall have the meaning ascribed to the term in Clause 6:

1.2 Interpretation

Unless the context otherwise requires in this Deed,

(a) words importing persons or parties shall include firms and corporations and any organisations having legal capacity;

(b) recitals shall be read as part and parcel of this Deed:

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- (c) words importing the singular include the plural and *vice versa*, where the context so requires;
- (d) reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (e) reference to any gender includes a reference to all other genders;
- (f) reference to the words "include" or "including" shall be construed without limitation;
- (g) reference to this Deed or any other deed, agreement or other instrument or document shall be construed as a reference to this Deed or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated; and
- (h) the headings and titles in this Deed are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Deed;

2 **CONVEYANCE**

2.1. In consideration of the Purchaser having paid a sum of Rs.18,05,45,000/-(Rupees Eighteen Crores Five Lakhs Forty Five Thousand Only) to the Vendors through the Confirming Party in the manner set forth in Clause below, the Vendors duly confirmed by the Confirming Party hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, residentially converted land being a portion of Survey No. 3 measuring 89298

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Square Feet or 02 Acres 02 Guntas situated at Sampigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the Schedule Property, together with all rights, title, interest, property, estate, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements and privileges whatsoever belonging thereto in Law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all Encumbrances.

3 SALE CONSIDERATION

- 3.1 The total Sale Consideration for the sale of the Schedule Property is Rs. 18,05,45,000/-(Rupees Eighteen Crores Five Lakhs Forty Five Thousand Only) the Purchaser has this day paid the entire sale consideration to the Vendors and Confirming Party in the manner set out below:
 - (a) Rs. 5,00,00,000/-(Rupees Five Crores Only) paid under Agreement of Sale dated 02.05.2016 and further advance (including TDS @1%) as under:

Name of the		Amount	Cheque /RTGS & date	Bank and Branch		
Vendor						
S.Devendra		1,83,00,000/-	8415- 21.04.2016	Andhra Bank, N.R. Road Branch		
S.Devendra		30,00,000/-	ANDBR52017081600385051, dated 16.08.2017	Andhra Bank, N.R. Road Branch		

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Director

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Total	6,05,00,000			
Bhagyalakshmi	6,00,000/-	802011- 21.04.2016	Standard Chartered Bank, Koramangala Branch	
M.Aruna Kalyani	6,00,000/-	802010- 21.04.2016	Standard Chartered Bank, Koramangala Branch	
R.Ananda Kumar	22,00,000/-	802013- 21.04.2016	Standard Chartered Bank, Koramangala Branch	
M.Balaramaiah	1,00,00,000/-	802012- 21.04.2016	Standard Chartered Bank, Koramangala Branch	
S.Rathna	1,22,00,000/-	8417- 21.04.2016	Andhra Bank, N.R. Road Branch	
S.Pradeep 	61,00,000/-	8416- 21.04.2016	Andhra Bank, N.R. Road Branch	
S.Devendra	50,00,000/-	ANDBR52018042500791977, dated 25.04.2018	Andhra Bank, N.R. Road Branch	
S.Devendra	25,00,000/-	ANDBR52017091800518923, dated 18.09.2017	Andhra Bank, N.R. Road Branch	

b) Rs. 11,25,45,000/-(Rupees Eleven Crores Twenty Five Lakhs Forty Five Thousand Only) being paid under this deed after adjusting interest of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) being charged on the amount paid in advance (including TDS @1%) as detailed below all cheques dated 05.07.2018.drawn on Andhra Bank, N.R. Road Branch;

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Name of the	Total amount	Interest being	Amount payable	Cheque No
Vendor	payable	adjusted	under this deed	
S.Devendra	4,38,31,391	30,17,173	4,08,14,218	010857
S.Pradeep	1,33,03,475	8,06,038	1,24,97,437	010858
M.Balaramaiah	99,25,524	8,27,724	90,97,800	010859
S.Rathna	2,66,06,948	16,12,075	2,49,94,873	010860
M.Aruna Kalyani	51,83,539	2,40,253	49,43,286	010861
Bhagyalakshmi	42,51,856	2,01,550	40,50,306	010862
R.Ananda Kumar	1,69,42,267	7,95,187	1,61,47,080	010863
Total	12,00,45,000	75,00,000	11,25,45,000	

The receipt of which the Vendors and Confirming Party hereby accept and acknowledge in the presence of the below mentioned witnesses and the Vendors and Confirming Party hereby confirm the receipt of entire sale consideration as above.

3.2 The Vendors and Confirming Party acknowledge and confirm that the Sale Consideration is inclusive of all taxes, duties and levies as currently applicable under Law. The Vendors and Confirming Party confirms that apart from the Sale Consideration (which has already been paid to the Vendor and Confirming Party by the Purchaser as above) the Purchaser is not liable to

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pay any other amounts to the Vendors and Confirming Party for the absolute sale and conveyance of the Schedule Property in favor of the Purchaser.

4 POSSESSION

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant possession of the Schedule Property and it shall be lawful for the Purchaser from time to time and at all times hereafter, to peacefully and quietly hold, enter upon, use, occupy, possess and enjoy the Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or the Confirming Party or by any Person lawfully or equitably claiming by, from, under or in trust for it.

5 ORIGINAL DOCUMENTS OF TITLE

The Vendors hereby confirms that the Vendors have already handed over all the original documents of title of the Schedule Property to the Purchaser at the time of the execution of the Sale Deed.

6 REPRESENTATIONS AND WARRANTIES

6.1 The Vendors and the Confirming Party acknowledge that the Purchaser has taken conveyance of the Schedule Property under this Sale Deed, based on the representations and warranties set out below. The Vendors and the Confirming Party represent and warrant that each of the Vendors and Confirming Party Warranties are true, accurate, complete and not misleading.

(a) The Schedule Property is the self-acquired property of the Vendors;

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- (b) The title of the Vendors to the Schedule Property is good, legal, valid, marketable and subsisting and that there is no impediment for this sale under any law, order, decree or contract;
- (c) the Vendors have the power and authority to enter into and perform their obligations under the Sale Deed in accordance with the terms hereof and have taken all necessary actions to authorise the execution, delivery and performance of the obligations under the Sale Deed;
- (d) the execution, delivery and performance of Sale Deed by the Vendors does not contravene (i) any applicable Law or regulation (including order of any Government Authority or court or tribunal) to which the Vendor is subject to, (ii) any other deed, document or agreement to which the Vendors is a party to;
- (e) the Vendors are the sole, legal and absolute owners of Schedule Property and have the absolute and unconditional right to convey, transfer or otherwise alienate the Schedule Property and every part thereof. The Vendors have been in continuous uninterrupted and exclusive possession of the same since the date the Schedule Property was purchased by the Vendors;
- (f) the Vendors have not entered into any agreement or arrangement with any third Person for transfer of the Schedule Property or part thereof save and except with the Confirming Party as stated above;

(g) that the Confirming Party have not created any third-party rights or encumbrances with regard to the Schedule Property and that the Confirming Party received the part sale consideration which includes the reimbursement of the amount paid to the Vendor;

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- (h) the Vendors have not executed any powers of attorney to deal with the Schedule Property or any part thereof and the Vendors have not created any Encumbrance over the Schedule Property or any part thereof;
- (i) the Schedule Property is not the subject matter of any acquisition or requisition proceedings under any Law for the time being in force;
- (j) The description of the Schedule Property as set out in this Sale Deed is accurate in all respects;
- (k) there are no current, contingent or anticipated notices, actions, disputes, complaints, liabilities, claims or demands, relating to or in respect of the Schedule Property or its use and there are no circumstances rendering any of the foregoing likely;
- (I) no other Person/s (other than the Purchaser) is in actual or conditionally entitled to possession, occupation, use or control of the Schedule Property or any part thereof; and no Person/s has or claims any security interest, charge, lien, option, right of pre-emption or other similar interest (including any arising under statute) in or over the Schedule Property or any part thereof or any relevant title deeds or documents relating to the Schedule Property or any part thereof:
- (m) No other Person has right to take possession of or has entitlement over the title documents in relation to the Schedule Property;

(n) neither the execution and delivery of this Sale Deed, the absolute sale of the Schedule Property in the manner contemplated herein, nor the fulfilment of, or compliance with the terms and conditions of this Sale Deed, conflict with or result in a breach of or a default under applicable Law or any covenant in any agreement or instrument to

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which the Vendors is a party, or by which the Vendor's property is bound;

- (o) Neither the Vendors nor anyone on his behalf has done, committed or omitted to do any act, deed, matter or thing whereby their right to own, hold, use, manage, occupy, sell, lease or transfer the Schedule Property or any part thereof is or can be forfeited, extinguished or rendered void or voidable;
- (p) The Schedule Property is not mortgaged, charged, leased, and there are no Encumbrances in respect of the Schedule Property or any part thereof and the Schedule Property or any part thereof is not subject to any third party claim, demand, attachment or a process issued by any court or authority;
- (q) The Schedule Property is not subject to any adverse estate, right, interest, covenant, restriction, stipulation, easement, option, right of pre-emption, way-leave, licence or other right or arrangement in favour of any third party (whether in the nature of a public or private right or obligation) nor is there any agreement to give or create any of the foregoing;
- (r) The Schedule Property or any part thereof is not subject matter of any notice for acquisition, or any other notice which may affect the marketability of title of the Schedule Property (or any part thereof) or the continued retention, use or enjoyment thereof, and that the Vendor is not prevented or restrained by any court order or order from any authority from selling or otherwise disposing of the Schedule Property or any part thereof in the manner herein contemplated;

(s) The Schedule Property or any part thereof is not in violation of any legal requirement (including applicable provisions of the Karnataka

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Land Reforms Act, 1961) and no notice, claim, lawsuit or allegation involving any such violation or any alleged violation thereof has ever been issued or given by any Governmental Authority or agency or any other person;

- (t) All property taxes and all other outgoings in respect of the Schedule Property have been properly remitted up to date and there are no arrears outstanding or dues;
- (u) The Schedule Property is free from claims and charges, or attachments in respect of arrears of tax or such other claims of the income tax authorities, sales tax authorities, wealth tax authorities and any other Governmental Authorities;
- (v) this Sale Deed and any other document to be executed pursuant to or in connection with this Sale Deed will when executed, constitute valid and binding obligations on the Vendors, in accordance with their respective terms;
- (w) there is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Vendor and the Vendor has not received notice of any other proceeding, claim, action or governmental investigation against him nor the Vendors have any knowledge of any other threatened proceeding, claim, action or governmental investigation, which relates in any manner to this Sale Deed or the sale of the Schedule Property save and except the proceedings already disclosed to the Purchaser;

(x) All information contained in this Sale Deed is true, accurate in all respects and not misleading and the Vendors are not aware of any

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facts or circumstances not disclosed in writing to the Purchaser which renders any such information, untrue, inaccurate or misleading;

- (y) upon execution of this Sale Deed, the absolute right, title and interest in the Schedule Property shall stand transferred in favour of Purchaser absolutely and free from Encumbrances and Purchaser shall be entitled to quietly enter upon, hold, possess the Schedule Property, transfer or enjoy the Schedule Property as an absolute owner thereof, without any interference or disturbance by the Vendors or any one claiming through or under it;
- 6.2 Each Vendor Warranty is separate and independent and none of the Vendor Warranties shall be treated as qualified by any actual or constructive knowledge on the part of the Purchaser, its agents, representatives, officers, employees or advisers.

7 INDEMNITY

- 7.1 The Vendors and the Confirming Party do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all Losses which directly arise out of, or result from or may be payable by virtue of:
 - (a) falsity, incompleteness, default, breach or inaccuracy of any of the Vendors Warranties or a matter or event which renders any of the Vendors and the Confirming Party Warranties false, incomplete, or inaccurate;

(b) any settlement thereof which arises directly or indirectly from, as a result of, or in connection with any or as a result of any or all of the assurances, warranties and representations herein being misleading,

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false, incorrect or untrue or as a result of any claim made against the Vendors, the Confirming Party, their heirs, executors, administrators;

- (c) any defect in title of the Vendors to the Schedule Property or any part thereof;
- (d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to Schedule Property or any part thereof;
- (e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.
- 7.2 Notwithstanding anything contained in Clause 7.1, the Vendors and the Confirming Party acknowledge that in relation to the Schedule Property, all Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but referable to periods prior to the earlier of the date of the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendors and the Confirming Party hereby agree to indemnify and hold the Purchaser harmless against any and all such Losses.

8 FURTHER ASSURANCES

The Vendors and the Confirming Party undertake to execute such applications, deeds, affidavits, undertakings and other document/s and to do or cause to do at all times, all acts, deeds and things as may be required by

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the Purchaser, at the cost of the Purchaser, to (a) transfer the khata and other utilities in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9 COSTS

- (a) The Purchaser has paid the costs and expenses incurred by it in connection with the entering into and completion of this Sale Deed.
- (b) Stamp duty and registration fee on this Sale Deed shall be borne by the Purchaser in respect of the Schedule Property.

10 PERMANENT ACCOUNT NUMBER

The Permanent Account number of the Vendors and the Purchaser are as follows:

(a) **Vendor No.1** : AAYPD5133H

(b) Vendor No.2 : FNSPS 7498A

(c) Vendor No.3 : AFLPM1038E

(d) Vendor No.4 : AUBPS7681Q

(e) **Vendor No.5** : 'AIJPA6821E

(f) Vendor No.6 : AKSPR9737M

(g) Confirming Party : AKSPR9738E

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Page 32 of 35

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BNG (U) YLNK / 3201 /2018-2019

(h) Purchaser : AAECP8877D SCHEDULE PROPERTY

All that piece and parcel undeveloped vacant land bearing Survey No.3, Sampigehalli Village, Yelahanka Hobli, Bangalore North Taluk) measuring in all about 89298 square feet or 2 Acres 02 Guntas and which is defined in **ABCDEFA** in plan annexed hereto, and bounded as follows:-

East by : Land bearing Survey No. 2;

West by : Land bearing Survey No. 6;

North by : Remaining Portion of Survey No. 3

South by : Road and Remaining Portion of Survey No.3

Schedule Property has been converted from agricultural to non-agricultural use by Official Memorandum bearing No. B.Dis. ALN.SR.(N): 174/2002-03 dated 02.01.2003;

(Market value of the Schedule Property hereby conveyed is Rs.18,05,45,000/=);

1- Dullat

Bhoggok! R

BNG (U) YLNK / 320/ 12018-2019

IN WITNESS WHEREOF, the VENDORS AND THE have executed this DEED OF SALE in favour of the PURCHASER in the presence of the Witnesses attesting hereunder:

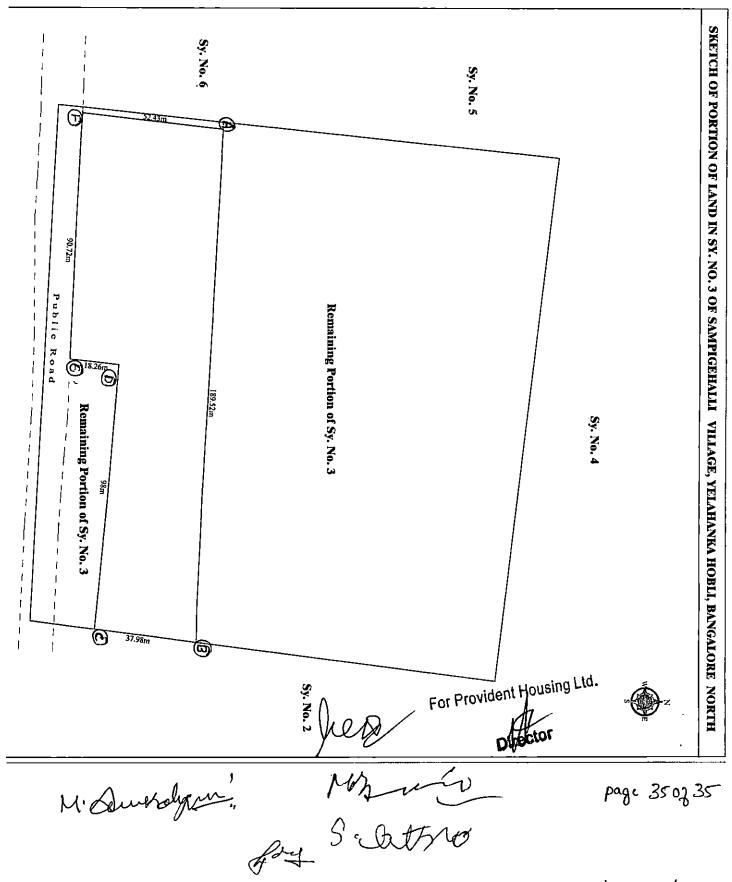
۱۸/۱	TN	NES	SE	:0
VVI		VES	JU	:0

130/1., Uloos Road

Bilore - 42

#2506, 9th 75' cross
13th main, Sahatarangour
Blone 92

Drafted by:



page 350235