

BKT 4106/2018-19

1101

THIS DOCUMENT CONSISTS OF 29 PAGES

PAGES OF No. BNC(V)RN 4106/2018-19

Serial Originals

12/9/18



DEED OF ABSOLUTE SALE AND CONVEYANCE

THIS DEED OF ABSOLUTE SALE AND CONVEYANCE IS EXECUTED ON THIS THE 12th DAY OF SEPTEMBER 2018 AT BENGALURU BY

- I. **MASSEY INVESTMENTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at No. 4/5, Millers Road, Bengaluru 560 052 and represented herein by its Director / Managing Director, Mr. Kiran K Amle and is represented by General power of Attorney Mr. Umang Badjatya Aged 42 yrs S/o Shri K C Badjatya (as a presenting authority for this deed at the sub registrar office) hereinafter referred to as the **"BUYER"** (which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title, administrators and assigns) (PAN: AAECM6460H) of the **FIRST PART**.
- II. **PLATINUM PROPERTIES**, a partnership firm registered under the partnership Act 1932 having its principal office at office at 33, Crusconi Road, High Grounds, Bengaluru - 560001 represented by its Partner Mr. Hitesh K Jain and is represented by Special power of Attorney Mr. Umang Badjatya Aged 42 yrs S/o Shri K C Badjatya (as a presenting authority for this deed at the sub registrar office) hereinafter referred to as the **DEVELOPER**, which term, wherever the context permits, shall mean and include the firm as constituted on this day and as may be reconstituted from time to time, its partners, their respective heirs, successors, executors, assigns, administrators and legal representatives (PAN: AAJFP0745N) of the **SECOND PART**.

The Buyer and the Developer collectively referred to as the **"Vendors"**

TO AND IN FAVOUR OF

- III. **Mr. MAHIPAL SINGH (PAN: CROPS4199C)**, aged about 37 years, S/o Mr. Pratin Singh, residing at No. 143, 12th B Main Road, 6th Block, Rajajinagar, Bengaluru - 560010, hereinafter referred to as the **PURCHASER**, which term, wherever the context permits shall mean include his/her/their heirs, successors, administrators, executors, assigns and legal representatives of the **THIRD PART**.

M. Mahipal

For Massey Investments Pvt. Ltd.

[Signature]
Authorized Signatory

For Platinum Properties

[Signature]
Partner

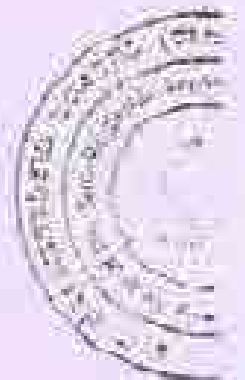
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By: Mr. Mohanlal Singh S/o. Mr. Prithvi Singh Date: 22/04/2020
Signature and Stamp of the Officer

Journal of Management Education

mid-19th century
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18 SEP 2014





WITNESSES AS FOLLOWS:

WHEREAS, the Owner is the sole and absolute owner of a ~~plot~~ piece and parcel of immovable property being the land bearing survey No. 48/4A measuring 3 Acres 30 Guntas situated in Mylasandra Village, Kengeri Hobli, Bangalore South Taluk, which is more fully described in the Schedule 'A' hereto and hereinafter referred to as 'Schedule A Property'.

WHEREAS, the immovable property being agricultural land measuring an extent of 2 Acres 30 guntas comprised in Survey No. 48/4 of Mylasandra Village, Kengeri Hobli, Bangalore South Taluk was originally owned and held by Mr. V. Mallu Reddy, he having acquired the title to the same, vide, Sale Deed dated 30.10.1966, registered as Document No. 4176 of 1900-07, stored in Book 1, Volume 614, at Pages 138 to 141 in the office of the Sub Registrar, Bangalore South. Pursuant thereto khata in respect of Schedule A Property was changed to the name of Mr. V. Mallu Reddy as per Entry No. MR 2 of 1967-68 made in the Mutation Register.

WHEREAS, thereafter, Mr. V. Mallu Reddy conveyed the absolute ownership over the Schedule A Property in favour of Mrs. Sujaya Prasad (under the Sale Deed dated 03.12.2001), registered as Document No. BNG(U) KNGR/11205/2001-02 (stored in CD No. 10) in the office of the Sub Registrar, Kengeri. Consequently, Entry No. MR 2 of 2001-02 has been made in the Mutation Register recording the aforementioned sale and khata in respect of Schedule A Property was changed to the name of Mrs. Sujaya Prasad.

WHEREAS, pursuant thereto, Mrs. Sujaya Prasad made an application to the Deputy Commissioner to grant permission to use the Schedule A Property for non-agricultural residential purposes and the Deputy Commissioner, Bangalore District has granted permission to use the Schedule A Property for non-agricultural residential purposes vide, his Official Memorandum bearing No. R.D. ALN(SJER)(K.T) 162 of 2003-04 dated 02.04.2004.

WHEREAS, thereafter, Mrs. Sujaya Prasad executed a Joint Development Agreement dated 03.12.2005, registered as Document No. KBN-1-18184-2005-06 (stored in CD No. KEND242) in the office of the Sub Registrar, Kengeri with Mr. Vasudeva Shetty in respect of Schedule A Property, where under the parties have agreed to form a residential layout

For Massey Investments Pvt. Ltd. For Platinum Properties

M. S. Srinivas

[Signature]
Authorized Signatory

[Signature]
Partner

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NO. BNGUI/RRIN. 4106 2018-19

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Sl. No.	Particulars	Amount
1	Salaries	574000
2	Grants	112000
3	Gifts	2000
	Total	688000

Dr. A. K. Mohanty, Singh S/o. Mr. Pratima Singh, both are self employed

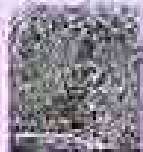
नाम	चित्र	संकेत चिह्न	सह
Mr. Mahipal Singh & Mr. Prathvi Singh			

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Figure 1

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18 SEP 2016

Sl. No.	Name	Photo	Signature	SW
1	Mr. Manish Singh D/o. Mr. Prakash Singh (Self-declared)			
2	BRADLEY INVESTMENTS PRIVATE LIMITED represented by Design by its Director Mr. Manoj Kumar Grewal, Mr. Vikram S. Arora (Jointly) - Represented by the GPA Holder Mr. Umang Soodiya (Self-declared)			

உள்ளுரிமையுடைய
பொருள் (உரிமையுடைய
பொருள்)

18 SEP 2018



and share the residential sites in the manner provided therein. Pursuant thereto, a Power of Attorney dated 02.12.2005, registered as Document No. KEN-4-00464-2005-06 (stored in CD No. KEND242) in the office of the Sub Registrar, Kengeri has been executed by Mrs. Sujaya Prasad authorizing and appointing Mr. Vasudeva Shetty as her attorney to do the acts in the manner specified therein.

WHEREAS, further, the parties to the Joint Development Agreement dated 02.12.2005, have cancelled the said Joint Development Agreement and Power of Attorney vide, (i) Cancellation Deed dated 27.04.2006, registered as Document No. KEN-1-03258-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri and (ii) Deed of Cancellation of Power of Attorney dated 27.04.2006, registered as Document No. KEN-4-00049-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri.

WHEREAS, subsequently, Mrs. Sujaya Prasad has executed Sale Deed dated 27.04.2006, registered as Document No. KEN-1-03263-2006-07 (stored in CD No. KEND283) in the office of the Sub Registrar, Kengeri, conveying the absolute ownership in respect of the Schedule A Property in favour of Massey Investments Private Limited (i.e., the Owner herein).

WHEREAS, pursuant to the aforementioned sale deed dated 27.04.2006, the khata in respect of Schedule A Property has been changed to the name of the Owner herein in the records of the Bruhat Bangalore Mahanagara Palike (BBMP) and the BBMP has assigned Khata No. 2002/32/46/4A/2002 to Schedule A Property.

WHEREAS, pursuant thereto, the Owner has executed a Joint Development Agreement dated 09.12.2013, registered as Document No. KEN-1-00204-2013-14 (stored in CD No. KEND350) in the office of the Sub Registrar, Jayanagar (Kengeri) with M/s. Platinum Properties ('Developer'), in respect of Schedule A Property ('Joint Development Agreement') and pursuant to the Joint Development Agreement and as agreed thereof, the Owner has executed a Power of Attorney dated 09.12.2013, registered as Document No. KEN-4-00001-2013-14 (stored in CD No. KEND350) in the office of the Sub Registrar, Jayanagar (Kengeri) in favour of Mr. Rajas Jain and Mr. Umang Badjatya authorizing and appointing the Developer herein as its Attorney to carry out the acts specified therein.

For Massey Investments Pvt. Ltd.

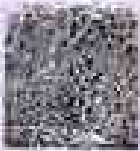
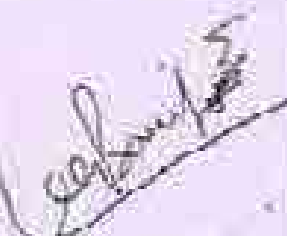
For Platinum Properties

M. B. Shetty

[Signature]
Authorized Signatory

[Signature]
Partner



ID Card	Name	Photo	Signature	Date
5	PLANNING PROPERTIES represented by (a) Partner Mr. Prakash Kumar (Served) Represented by (b) Mr. Prakash Mr. Prakash Kumar (Served)			


 Mr. Prakash Kumar
 Partner / (Served)
 (Served)

18 SEP 2018





WHEREAS, in terms of the Joint Development Agreement, the Developer has formulated a plan for development of Schedule A Property by carrying out constructions of multi-storied residential apartment complex to be named as "PRINCEVILLE" comprising of 3 (three) Blocks of Silt plus 12 Upper Floors, comprising of common facilities / amenities such as swimming pool, clubhouse, common pathways, open areas and other common areas ("Project"). The Developer and the Owner will hereinafter be referred together as the "Vendors".

WHEREAS, the purchasers of the Apartments in the building project viz. "PRINCEVILLE" on the Schedule A Property shall be entitled in turn an undivided share, right, title and interest in the Schedule A Property together with rights to have internal access to the common staircases/lobbies/passages, etc., and with a right to use and enjoyment of other common areas and amenities provided for in the residential apartment complex.

WHEREAS, thereafter the VENDORS herein duly applied to the Bruhat Bengaluru Mahanagara Palike, for the permission of the building sanction for the construction of the residential apartment complex on the Schedule A Property.

WHEREAS, pursuant to the application filed by the VENDORS herein and payment of license fee and betterment charges, to the Bruhat Bengaluru Mahanagara Palike, the Joint Director, Town Planning, Bruhat Bengaluru Mahanagara Palike has issued a Building Sanction dated 14.02.2013 bearing L.P.No. DDM/ Addl/ Dir/ South/ 0176/2012-13 for the construction of the residential apartment complex on the Schedule A Property.

WHEREAS, even prior to obtaining the plan sanction from the Bruhat Bengaluru Mahanagara Palike, the Vendors herein had obtained the following requisite approvals and no objections certificates and consents from the concerned Governmental, Statutory, and regulatory authorities as listed below:

1. Letter dated 30.08.2010 from the Town Planning Member, Bangalore Development Authority;
2. No Objection Letter issued by the Bharat Sanchar Nigam Limited dated 19.07.2011;

M. S. Singh

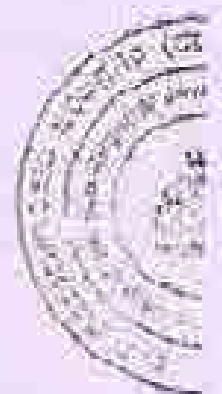
For Maccay Investments Pvt. Ltd. For Platinum Properties

[Signature]
+ Authorised Signatory

[Signature]
Partner

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3. No Objection issued by the Hindustan Aeronautics Limited dated 29.07.2011;
4. No Objection Certificate from the Bangalore Water Supply and Sewerage Board dated 18.01.2012;
5. Environment Clearance issued from the State Level Environment Impact Assessment Authority, Karnataka dated 28.01.2012;
6. No Objection issued by the Office of the Director General of Police, Commandant General, Home Guards and Director of Civil Defence and Karnataka State Fire & Emergency Services addressed to the Commissioner, Bangalore Development Authority, Bangalore dated 10.04.2012;
7. No Objection issued by Bangalore Electricity Supply Company Limited dated 10.05.2012; and
8. Consent for Establishment / No Objection issued by the Karnataka State Pollution Control Board dated 16.08.2012.

WHEREAS, under the terms of the plan sanction and the various no objection certificates obtained as mentioned above, the Vendor became entitled to construct 150 Apartments of various dimensions comprised in 3 Towers as detailed below:

1. C Tower - Comprising of Stilt + 13 upper floors containing 50 apartments of various dimensions;
2. B Tower - Comprising of Stilt + 13 upper floors containing 50 apartments of various dimensions; and
3. A Tower - Comprising of Stilt + 13 upper floors containing 50 apartments of various dimensions.

WHEREAS, the VENDOR thereafter commenced the construction of the residential apartment complex on the Schedule A Property.

WHEREAS, as per the said scheme formulated residential buildings shall be constructed in phases, each of such phase are not interlinked with the composite development and as per the scheme, persons who are desirous of owning apartment/s of their own could be nominated by the Vendors to purchase undivided share in portion of the Schedule A Property from the VENDORS wherein such phases of residential developments are constructed.

WHEREAS, the Purchaser agrees that the Vendor will be entitled to develop other buildings in balance portion of the Schedule 'A' Property and the

M. Srinivas

For Masser Investments Pvt. Ltd.

[Signature]
Authorized Signatory

For Platinum Properties

[Signature]
Partner



Vendor reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'A' Property and it is a restrictive covenant of a perpetual easementary right which runs with the Schedule 'A' Property and is irrevocable under any circumstances. Further the Purchasers shall have no right to question such use and enjoyment of the roads and passages and other amenities and facilities in Schedule 'A' Property for the Vendor and /or their transferee and/or persons authorized by the Vendor and further, the Purchasers have no objections whatsoever for the Vendors using the said roads as access roads for any future development adjoining the Schedule A Property.

WHEREAS, the Purchaser demanded from the Vendor, and the Vendor has given inspection to the Purchaser/s of all the documents of title, permissions and sanctions relating to the Schedule A Property, the said scheme, and the plans, designs and specifications prepared by the aforesaid Architects appointed by the Vendor, and the copies of various orders and /permissions and such other documents pertaining to the development of the formulated Scheme on the Schedule A Property;

WHEREAS, pursuant thereto, the Purchaser has independently fully satisfied himself /herself /themselves about the title of the Vendor in respect of the Schedule A property and the authority of the Vendor to construct the said building project (i.e. Princeville) on the Schedule A Property. The Purchaser/s hereafter shall not be entitled to challenge or question the title of the Vendor in the Said Property;

WHEREAS the Purchaser herein being satisfied with the title of the Vendor to the Schedule 'A' Property, and the arrangement of the scheme formulated by the Vendor with regard to the Schedule 'A' Property, and the sanctioned plan approached the Vendors herein and requested the Vendors to sell to the Purchasers 0.7026% undivided share in the Schedule 'A' Property hereunder which is more particularly described in the Schedule B written hereunder and is hereinafter referred to or called as the "Schedule B Property" along with an Apartment bearing No. 803 measuring 1495 sq. ft. (carpet area of 1068 sq. ft) situated on the 8th Floor of Tower "B" along with the exclusive right to use one covered car parking space in the site of B Block in the residential apartment complex known as "Princeville", which Apartment is more particularly described in the Schedule C written hereunder and is

M/S. 1001

For Matsey Investments Pvt. Ltd.

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[Signature]
 Authorised Signatory

For Matsum Properties

[Signature]
 Partner



hereinafter referred to or called as the Schedule C Residential Apartment as one composite immovable property, constructed as per the specifications / amenities provided in the Schedule C Residential Apartment as mentioned in the Annexure annexed to this deed for a total sale price and consideration of Rs. 57,47,115/- (Rupees Fifty Seven Lakhs Forty Seven Thousand One Hundred & Fifteen only) made up of Rs. 32,89,000/- (Rupees Thirty Two Lakhs Eighty Nine Thousand only) towards the consideration for undivided share / rights in the land i.e. the Schedule B Property and Rs. 24,58,115/- (Rupees Twenty Four Lakhs Fifty Eight Thousand One Hundred & Fifteen only) towards the Schedule C Residential Apartment, to which the Vendors had agreed subject to the certain terms and conditions and pursuant thereto, the parties had entered into Booking dated 18/06/2018 to record the terms and conditions agreed to between them for the sale of the Schedule B Property and the Schedule C Residential Apartment.

WHEREAS, the Vendor has now completed the construction of TOWER "B" comprising of Stilt + 13 Upper Floors on the Schedule "A" Property and further Obtained Partial Occupancy Certificate for Tower 2 (B-Block) from Bruhat Bangalore Mahanagara Palike bearing Vide Certificate bearing OC/18/18-19 dated 14/08/2018..

Whereas the Vendor has executed a registered Deed of Declaration dated 27.12.2016, bearing Document No.KEN-1-7951-2016-17, stored in C.D.No.KEND667 registered on 27.01.2017 in the office of the Sub Registrar, Kengeri, Bangalore, for formation of Apartment Owners Association known as "PRINCEVILLE APARTMENT OWNERS ASSOCIATION" under the provisions of The Karnataka Apartment Ownership Act 1972 and Rules made there under, have submitted the Schedule 'A' Property and the construction thereon to ensure proper maintenance and management of the common areas which are to be enjoyed in common by all those in the Apartment Blocks namely A, B and C.

WHEREAS, the Purchaser, having paid the entire sale price and consideration due to the Vendors for the purchase of the Schedule B Property and the Schedule C Residential Apartment, has now requested the Vendors to execute a deed of absolute sale and conveyance in his/her/their/its favour and pursuant thereto, the Vendors have come forward to execute this deed of absolute sale and conveyance in favour of the Purchaser as under.

For Massey Investments Pvt. Ltd

Authorized Signatory

For Platinum Properties

Partner



**NOW THIS DEED OF ABSOLUTE SALE AND CONVEYANCE
WITNESSESS AS FOLLOWS:**

1. IN CONSIDERATION of the PURCHASER having already paid the entire sale price and consideration of Rs. 57,47,115/- (Rupees Fifty Seven Lakhs Forty Seven Thousand One Hundred & Fifteen only) subject to TDS of 1% amounting to Rs.57,471/- (Rupees Fifty Seven Thousand four hundred & Seventy One only) to the VENDOR, the receipt of which the VENDOR does hereby acknowledge and acquit the PURCHASER from making any further payments whatsoever, do hereby by TRANSFER BY WAY OF ABSOLUTE SALE AND CONVEYANCE to and in favour of the PURCHASER the Schedule B Property and the Schedule C Residential Apartment as one composite immovable property together with the right to use one covered car parking space in the Stilt of the Tower "B" together with the right to use and enjoy the common areas, amenities and facilities more particularly described in Schedule D below and subject to the obligations and restrictions attached thereto which is more particularly described in Schedule E and F below together with all rights of way, easement, necessities, advantages, appurtenances, pertaining to the Schedule A Property UNTIL AND IN FAVOUR OF THE PURCHASER herein free from all encumbrances, attachments, charges, mortgages, liens, lis pendens etc., for the PURCHASER herein to hold and stand possessed of the same as the absolute owner thereof and the VENDOR has on this day put the PURCHASER in constructive possession of the Schedule B Property and the vacant of the Schedule C Residential Apartment purchased under this deed.
2. The VENDOR does hereby covenant with the PURCHASER the following:
 - a. That the VENDOR is the sole and absolute owner in possession of the Schedule A Property and the VENDOR has absolute, clear and marketable title to the Schedule A Property and is legally competent to executed this deed of absolute sale and conveyance in favour of the PURCHASER.
 - b. That the Schedule B Property is free from all types of encumbrances, mortgages, charges, liens, lis pendens etc., and that the Schedule B Property is not the subject matter of any legal, acquisition or requisition

M. M. M. M.

For Masey Investments Pvt. Ltd.

Authorized Signatory

For Platinum Properties

H. H. H.
Partner



proceedings before any Courts of Law, other legal forums, statutory authorities and bodies including taxation authorities.

- c. That the **VENDOR** shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the **PURCHASER** in respect of the Schedule B Property & the Schedule C Residential Apartment on the **VENDOR** executing this deed of sale in his favour.
- d. That the **VENDOR** has this day handed over all the photo copies of the original documents of title relating to the Schedule A Property to the **PURCHASER**.
3. **THE VENDOR** does hereby covenant with the **PURCHASER**, his/her/their heirs, executors, successors, administrators, representatives and assigns, that notwithstanding any act deed or things hereto executed or knowingly suffered to the contrary the **VENDOR** is now lawfully seized and possessed of the said property free from any encumbrances, attachments or defects in title whatsoever and that the **VENDOR** has full power and absolute authority to sell the said Schedule B Property and the Schedule C Residential Apartment in the manner aforesaid.
4. The **VENDOR** does hereby covenant that **PURCHASER** and all persons claiming through or under him, shall at all times hereinafter and from time to time hold and enjoy the Schedule B Property and the Schedule C Residential Apartment without any let, hindrance or interruption from or by the **VENDOR** or any of their predecessors in title or any person lawfully or equitably claiming under the **VENDOR**.
5. The **VENDOR** further covenant that the **VENDOR** and all persons claiming under them as aforesaid shall at all times, and from time to time hereinafter at the request or demand of the **PURCHASER** and at the cost of the **PURCHASER** or their estate, do, or cause to be done, all such acts or things as shall be lawfully or reasonably necessary or required for better and more fully and perfectly assuring the **PURCHASER** the title and the peaceful possession and enjoyment of the Schedule B Property and the Schedule C Residential Apartment.

[Signature]

For Massay Investments Pvt. Ltd.

[Signature]
Authorised Signatory

For Platinum Properties

[Signature]
Partner



6. The **VENDOR** further covenant with the **PURCHASER** that the **VENDOR** has not done or made or executed any deed or thing to the contrary and that they have a good and absolute estate and title to convey the Schedule B Property and the Schedule C Residential Apartment.
7. The **VENDOR** do hereby covenant and assure the **PURCHASER** that they shall carry out all acts, deeds and things including the signing of such further documents and papers as may be necessary to secure and ensure proper and complete title to the property transferred to the **PURCHASER** by the **VENDOR** under this Deed.
8. **THE PURCHASER HEREBY COVENANT WITH THE VENDOR AS FOLLOWS**
- a. That the **PURCHASER** shall not raise any construction in addition to that mentioned in the Schedule C below and shall not use or permit the construction referred to in the Schedule C below in a manner which would diminish the value or utility in the property described in the Schedule A below or any construction made thereof. However, the **PURCHASER** has a right to make partitions or alterations within his apartment as long it does not cause any structural damage in the 'Apartment Building'.
- b. That the Purchaser covenants that the Purchaser will own and enjoy the undivided share and interest hereunder sold and conveyed in common with the other purchasers of the undivided share, right, title and interest in the land comprised in the Schedule A Property.
- c. That the Purchaser hereby undertakes to strictly adhere to the guidelines of the Real Estate (Regulation and Development) Act, 2016 and Rules formed thereunder. In the event the Act mandates/prescribes that the Undivided Share of the land or the common area are to be conveyed in favour of the 'PRINCEVILLE APARTMENT OWNERS ASSOCIATION' or any other body prescribed in the said Act, the Purchaser hereby agree to transfer the Schedule "B" Property undivided share and interest in favour of the 'PRINCEVILLE APARTMENT OWNERS ASSOCIATION' or any other body as prescribed in the Act and also under take to sign and execute the necessary documents for lawful transfer of the Schedule "B" Property.

For Massey Investments Pvt. Ltd.

[Signature]

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Authorized Signatory

For Platinum Properties

[Signature]
Partner



- d. That the Purchaser herein declares that the Purchaser/s has/have gone through the aforementioned Deed of Declaration and bye-laws annexed thereto and accepted the same as it is and with the Deed of this Sale have also executed a declaration in Form - B under the said Act.
- e. That the PURCHASER/S declares that the total Sale Consideration stated above is excluding any Corpus Fund /Sinking Fund and Purchaser/s have not paid any such amount to the VENDOR / DEVELOPER. The Purchaser/s hereby agree and undertake to pay such Fund TOWARDS Corpus Fund / Sinking Fund or any other Fund as decided by the Princeville Apartment Owners Association in the interest of all apartment Owners without any demur.
- f. That the PURCHASER and/or his nominees shall not make any claim against the VENDOR with regard to the construction of the Schedule C Residential Apartment or in respect of the common areas on the PURCHASER being put in possession of the Schedule C Residential Apartment by the VENDOR. However, in the event of any structural defects including seepage being informed by the PURCHASER in writing within a period of one year from the date of handing over possession or from the date of intimation provided by the Vendors to the Purchaser about the completion of construction of Schedule C Apartment, the VENDOR will attend the same. However, cracks in plastering, being a natural phenomena, shall not be considered as a defect.
- g. The apartment shall not be put to any use other than for residential uses and purposes.
- h. That the PURCHASER shall not seek for refund of club membership fees, maintenance deposits and any other charges payable by the PURCHASER to the VENDOR and/or to the Association of Apartment Owners for the purpose of the maintenance of the building and all its common areas, facilities and amenities.
- i. The PURCHASER/S hereto shall become a member of PRINCEVILLE APARTMENT OWNER ASSOCIATION formed under the registered Deed of Declaration dated 27.12.2016, bearing Document No.KEN-1-7951-2016-17, stored in C.D.No.KEND667 registered on 27.01.2017 in the office of the Sub Registrar, Kengeri, Bangalore, under the Karnataka

M. S. Nair

For Massey Investments Pvt. Ltd.

11 *[Signature]*
Authorized Signatory

For Platinum Properties

[Signature]
Partner



Apartment Ownership Act, 1972 in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose, to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. The Purchaser covenants to be subjected to the rights and obligations specified in the said Act and the Rules/ Bye-Laws there under and the terms of Deed of Declaration, the Construction Agreement entered into with the Vendor.

1. Notwithstanding anything stated in this deed of absolute sale or in any other agreement or correspondence, the Purchaser acknowledges that Tower 'A' (which has been part of the scheme formulated by the Vendors) is still to be constructed and that the Purchaser shall not have any objection to Vendors and they authorized person commencing, continuing and completing the construction of Tower 'A' on the Schedule A Property as per the building plan sanctioned by the BBMP dated 14.02.2013 bearing L.P. No. BBMP / Addl / Dir / South 0176/ 2012 - 13 and marketing and selling the apartments / units / flats in Tower 'A' as per the scheme formulated by the Vendors. Further, the Purchaser or any other association/society/entity formed by the Purchasers and the owners of the other apartments shall not interfere the said construction of Tower 'A' and/or marketing and sale of apartments/units/flats therein. The Purchaser understands that the vendors will incur costs and suffer damages if the Purchaser commits a breach of this covenant.

2. The Schedule A Property on which the residential apartment complex has been constructed will be held by all the Apartment Owners as co-owners each having an undivided share, right, title and interest therein and all passages, lobbies, staircases, water lines, sewer lines, common amenities and facilities as also the other areas which are used in common by the Apartment Owners, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas.

For Massey Investments Pvt. Ltd.

For Platinum Properties

M. Massey

COA
Authorised Signatory

M. Massey
Partner



10. The Vendor has the right to demarcate areas out of the available common areas in the basement other than those reserved for car parking for the provision of any common amenity/facility to be used by all Purchaser/s or Occupants of apartments in "PRINCEVILLE" and no Purchaser/s shall have the right to question or interrupt with the common amenity/facility so provided for by the Vendor.
11. The terrace area in the project will be and form a part of the common areas and no further construction will be permitted on the terrace or the terrace. However, access will be allowed to entry out for repairs to the water tank to all purchaser/s or occupants of apartments in "PRINCEVILLE".
12. This sale shall only enable the Purchaser to purchase the Schedule D Property and own the same as a co-owner of the Schedule A Property alongwith other purchasers of apartments and hence the Purchaser shall not be entitled to seek partition, division or separate possession of the Schedule A Property in any manner whatsoever.
13. In this deed of absolute sale and conveyance, the word 'PURCHASER' shall mean and include 'PURCHASER' and 'PURCHASERS' and the word 'He' shall mean and include 'She' and 'they' wherever applicable.
14. The original documents of title relating to the Schedule A Property shall be retained by the VENDOR till maintenance is handed over to the Association and shall offer for inspection to the PURCHASER/S on their request by them to VENDOR. However, once the maintenance of the Apartment is handed over to the Princeville Apartment Owners Association, the original documents of title relating to the Schedule A Property shall be handed over to the Association by the VENDOR and thereafter the ASSOCIATION shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice to any or all of the apartment owner.

For Messrs VIRESTRIUMS PVT LTD.

For Princeville Properties

M. Binn

Authorized Signatory

H. K. Binn
Partner



East by : Flat no B - 802
West by : Flat no C - 802
North by : Flat No B - 804
South by : Open Space

**SCHEDULE - D
RIGHTS OF THE PURCHASER**

1. Full rights and liberty for each owner of the building and all persons authorized or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorized to the like rights at all times by day or by night, and for all purposes to go, pass and repass the staircase and the passage inside and outside the buildings constructed on the land described in Schedule - A.
2. The right to adjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and roof thereof.
3. The free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, valves, pipes and wires at any time hereinafter passing through the building or any other part thereof.
4. Right to passage for each owner of the apartment and his/her agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same.
5. Right to passage for each owner of the apartment and other owners of apartments and his/her agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.
6. Not to interfere with the peaceful possession and enjoyment of the parking spaces.

My Platinum

For Massey Homes Pvt. Ltd.

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Authorized Signatory

For Platinum Properties

[Signature]
Partner



1. To lay cables or wires through common walls or passages for telephone installations, however, respecting the equal rights of others therefore
2. The right for the owners of apartment, servants, workmen and other at all reasonable times on notice to enter into or upon other parts of the building for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule - C above or any part of the building giving subjacent and lateral support, shelter or protection to the construction therefore.
3. The right to do all or any of the acts aforesaid without any notice in the case of emergency.

SCHEDULE - E OBLIGATIONS OF THE PURCHASER

The Purchaser in proportion to his share alongwith other purchasers in proportion to their shares have accepted the following conditions and have contracted to bear the following common expenses:

1. The Purchaser shall duly pay the proportionate share of costs and expenses as mentioned below from the date of taking possession of the said Schedule B Property and Schedule C Residential Apartment or from the date of execution of Sale deed, whichever is earlier
 - a) Proportionate share of costs and expenses including the deposits payable to BESCO, BWSSB towards the electrical water and sanitary connections, service charges, proportionate cost of captive power utilised for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, etc in respect of the Schedule B Property and the Schedule C Residential Apartment
 - b) Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc of the common areas in the multistoried residential apartment complex.
 - c) Maintenance, upkeep and insurance of lifts, pump sets, and other machinerics, equipments, sanitary and electrical lines etc common to the building.

For Maxray Investments Pvt. Ltd. For Platinum Properties

M. Singh

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10. Authorised Signatory

[Signature]
Partner



- d) Payment of the electrical and water charge for common services.
 - e) Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
 - f) Provisions of watchmen, lift-operators, pump-operators and other security personnel and other office personnel, the services mentioned above will be carried out/rendered by the Vendor and thereafter, the decision taken by the majority of the Purchasers and the interpretation of the clauses given by the majority of the Purchasers shall prevail over the views/interpretations of individual or minority of the Purchasers.
2. Should the Purchaser default in making payments due for any common expenses, benefits or amenities, the association of apartment owners shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection provided for the Purchaser's enjoyment.
 3. No individual Purchaser and/or a minority group of purchasers shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
 4. The Purchaser/s shall maintain at Purchaser's cost the said apartment and parking space/garden area/Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bengaluru Mahanagara Palike, Bengaluru Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Sale Deed, from the date of execution and registration of the sale deed and/or handing over possession of the Schedule C Residential Apartment, whichever is earlier.
 5. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule (A) Property or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in

M. H. N. N.

For Massey Investments Pvt. Ltd.

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Authorised Signatory

For Platinum Properties

HKLain
Director



any way a nuisance, annoyance or danger to the Vendors or the other apartment owners or occupiers or the neighbours or which may tend to depreciate the value of other apartments or any part thereof;

6. The purchaser shall use the Schedule 'C' Apartment only for permitted / residential purposes;
7. The purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the apartment building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association formed in the building. The Purchaser will observe and perform the terms and conditions, Bye Laws and Rules and Regulations prescribed by such Association.
8. The PURCHASER/S hereto hereby undertakes to become a member of the PRINCEVILLE Apartment Owners Association formed by all the apartment owners.
9. The PURCHASER/S also hereby undertakes to become a member of the club house being constructed by the VENDORS and use and enjoy the facilities installed therein after the payment of the membership fee and other fees/subscription levied, if any, for his/her/their use and enjoyment of the facilities provided therein and also to observe the rules framed / to be framed by the VENDORS regarding the use of the Club house.
10. The Vendor shall maintain the apartment building for a period of initial one year from the date of Occupancy Certificate which the Purchaser herein is well aware and the Purchaser/s shall not object for the same. The Vendor immediately upon completion of one year as above, without any demur shall hand over the maintenance and all legal documents only to the "Princeville Apartment Owners Association" formed under the provisions of the Karnataka Apartment Ownership Act, 1972.

For Platinum Properties

For Massey Investments Pvt. Ltd.

M. Srinivas

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Authorized Signatory

H. Jain
For Sign



11. The Purchaser/s shall permit the VENDOR and/or the Owner's Association with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space/Garden/Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc. to the Apartment/Parking space/Garden/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking space/Garden as the case may be who have defaulted in paying the share of the water, electricity and other charges. The VENDOR is not liable or answerable for payment of common expenses etc., stated in this Sale Deed any time for unsold units.
12. The Purchaser shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule 'C' Apartment and shall not change the outside color scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the apartment owners.
13. The Vendor has the right to demarcate Garden Areas, Terrace Areas, Parking Areas and Basement Areas out of the available common areas and to allot these areas to specific owners in the Building or Schedule 'A' Property for their exclusive use and enjoyment. However, such allottees will not have any right to put up any construction in these allotted common areas. The Purchaser shall not in any manner, object to or obstruct the use of these exclusive areas.
14. The Purchaser shall not park any vehicles in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Purchaser. After completion of the Building and after obtaining possession of their respective apartment, the apartment owners may by mutual agreement, set apart or demarcate any part of the common area as parking lot for bicycles and two wheelers.

For Massey Investments Pvt. Ltd

For Platinum Properties


 Authorized Signatory


 PARTIAL





15. The PURCHASER/S shall not have the right to seek change of name of the residential apartment complex which has been named "Princerville" by the VENDORS.

SCHEDULE - F:

RESTRICTIONS ON THE RIGHTS OF THE PURCHASER:

Each Purchaser so as to bind himself/herself in his/her successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his/her rights and interests as the OWNER of the Schedule C Property and in consideration of covenants of each owner of a residential unit binding on the other owners of the buildings and the constructions thereon hereby agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule C Property above.
2. Not to use or permit the Schedule C Property above in a manner which would diminish the value or utility in the property described in Schedule - A above or in any construction made thereof.
3. Not to use the space in the land described in Schedule - A above left upon after the construction for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress or exit from any part of the construction.
4. Not to default in the payment of her/ his share of any taxes or levies to be shared by the other joint owners of the property described in Schedule B and C above or expenses to be shared by all the owners of the apartment constructed thereon or any specified part thereof.
5. Not to decorate the exterior of the Schedule C Residential Apartment otherwise than in a manner agreed to by the other owners of the apartments in the residential apartment complex.
6. Not to make any arrangement for the maintenance of the building referred to in Schedule - C above other than those agreed to by all other

M. K. Kinnar

For Mostly Investments Pvt. Ltd.

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For Platinum Properties

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Partner



owners of apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.

7. The parking space allotted for any owner of the building shall be used for parking their cars respectively by them or their duly authorized person/s. The other owners of apartments who have not opted with parking space shall not park their cars in the parking space earmarked on the Schedule A Property which is specifically earmarked to the Purchaser.
8. Not to seek change of name of the proposed residential apartment complex known as "PRINCEVILLE" being constructed on the Schedule A Property.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES TO THIS DEED OF ABSOLUTE SALE AND CONVEYANCE ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES.

OWNER	DEVELOPER
For Massey Investments Pvt. Ltd. Authorized Signatory	For Platinum Properties Partner
PURCHASER No.1	
Mr. MAHIPAL SINGH 	
WITNESS No.1	WITNESS No.2
For Jyoti - Murasimam NO. 2, 12' GROSS 1st main KMUGI - Stage 1, Koodlakote Bangalore - 56	For KRISHNA KUMAR, NO. 7, VISHA NAGAR Doddaballapur Bangalore - RURAL



ANNEXURE

SPECIFICATIONS

Entrance Lobby

- Elegant ground floor lobbies with imported tiles and lift chaddling in granite/ imported marble
- Upper floor lobby flooring in vitrified tiles and lift chaddling in vitrified
- Ceiling with decorative lights in main entrance lobby of every building.
- Security Kiosk per lobby with intercom connectivity to every apartment, main gate and important common areas.
- Seating for residents and visitors.
- Designer name plate directory.
- Letter box for each apartment.

Flooring

- Designer vitrified flooring for living, dining, kitchen, bedrooms and internal lobby areas
- Anti-skid ceramic tiles for balconies.

Kitchen

- Kitchen platform with black granite top
- Steel sink with drain board - Swiss finish
- Designer kitchen dado wall tiles up to 2' ft height
- High quality chrome-plated brass taps at sink
- Plumbing point provisions for water purifier, washing machine/ dryer
- Provision for exhaust fan
- Provision for washing machine
- Concealed plumbing with premium quality pipes

Bathrooms

- A combination of designer tiles for bathrooms
- White/ colored sanitaryware
- Hot & cold diverter for showers
- Provision for exhaust fan in all bathrooms
- Provision for fitting boiler/ geyser in all bathrooms
- Concealed plumbing with premium quality pipes

M/S. Sinor

For Massey Investments Pvt. Ltd.

[Signature]
Authorized Signatory

For Platinum Properties

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Partner



Doors & Windows

- Entrance Door in teakwood frame and hard wood door with decorative and polished on both sides, with premium fittings
- Internal doors in hard wood frames and engineered shutters with premium fittings
- Powder coated / anodised aluminium 3-track windows with mosquito mesh sliding shutters
- All windows with MS grille for safety
- Marble / granite top on all window sills

Painting

- All interior walls Gypsum plastered and painted with OGD
- Exterior fascia of building is plastered and painted with weatherproof acrylic paint
- All MS grill and railings with enamel paint

Electrical

- Concealed electrical copper wiring with circuit breakers
- Earth leakage circuit breakers in main electrical panel
- AC point in master bedroom
- TV and telephone points in living and master bedroom
- Premium quality modular switches in all rooms
- Sufficient light points provided
- Power backup for apartments lifts, pumps and common areas
- Power Backup of 1.0 KW for all Types of 2 BHK & 3 BHK Apartment

Parking

- Provision for parking at stilt and surface level
- Well-lit and numbered parking bays
- Easy access from building lobbies with wide staircase, elevators and walkways to gardens/ upper floors
- Sufficient visitor car parks on surface

Value Additions

- Just 4 flats with 2 high - speed automated lifts for each wing of the building
- Fire - fighting systems for every building
- Intercom connectivity to all flats, building lobby, main gate and important common areas

M. Srinivas

For Massey Investments Pvt. Ltd.

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Authorized Signatory

For Platinum Properties

[Signature]
Partner



AMENITIES

- Health Club
- Swimming Pool / Kid's pool
- Gymnasium
- Meditation / Yoga Place
- Jogging Track
- Landscaped Gardens/ Garden Walkway
- Clubhouse
- Amphitheatre
- Library
- Children's Play Area
- Community Hall
- Basketball Court
- Table Tennis
- Snooker

MB Singh

Drafted By:
MB Singh
For Massey Investments Pvt. Ltd.
FOA
Authorized Signatory

For Platinum Properties

HK Singh
Partner



Platinum Massey Properties

STATEMENT OF ACCOUNTS AS ON 14/09/2018

Customer Name: Mahipal Singh

Project: BBN/CH/UT/L/8 Unit No: 8/802

Particulars	Amount Paid
Vide Cheque No. 382137 dt. 04 Aug 2017	751,000.00
Vide Cheque No. 382152 dt. 22 Jan 2018	100,000.00
Vide Cheque No. 382163 dt. 10 Mar 2018	400,000.00
Vide Cheque No. 382197 dt. 15 Jun 2018	500,000.00
Total	2,051,000.00

Rs. 45,07,893/- cheque no. 102308, dated 14/09/2018, Karnataka Bank Ltd., Global Village Branch, Bangalore received from Karnataka Bank Ltd., through customer loan account.

M. S. Singh

For Massey Investments Pvt. Ltd.

K. S. Singh
Authorised Signatory

For Platinum Properties

H. K. Singh
Partner