



Government of Karnataka

Certificate No.	: IN-KA90939474078926V
Certificate Issued Date	: 22-Feb-2023 03:58 PM
Account Reference	: NONACC (BK)/ kakscub08/ SHEEGEHALLI/ KA-BV
Unique Doc. Reference	: SUBIN-KAKAKSCUB0871155233154254V
Purchased by	: B MANASA
Description of Document	: Article 5 Agreement relating to Sale of Immoveable property
Description	: SALE AGREEMENT
Consideration Price (Rs.)	: 26,30,000 (Twenty Six Lakh Thirty Thousand only)
First Party	: DESAI DEVELOPERS
Second Party	: B MANASA
Stamp Duty Paid By	: B MANASA
Stamp Duty Amount(Rs.)	: 2,630 (Two Thousand Six Hundred And Thirty only)

सत्यमेव जयते



For DESAI DEVELOPERS

D. Redab
Managing Partner

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

AGREEMENT OF SALE

**THIS AGREEMENT IS ENTERED INTO THE 22nd DAY OF FEBRUARY 2023
AT BANGALORE BY AND BETWEEN**

M/s. DESAI DEVELOPERS,
A Registered Partnership Firm,
Having its Registered Office at Site No.90,
K.B. Homes, Green Garden Layout, Munnekolala Road,
Kundalahalli Gate, Marthahalli, Bangalore-560 037,
PAN:AAKFD5517D

Represented by its Managing Partner

Dr. DESAI THIPPA REDDY., aged about 59 years,
S/o Late Sri.Venkata Sidda Reddy,
Aadhar No:7076 3981 7098

Hereinafter referred to as the Owner (which expression shall wherever the context so requires or admits, mean and include it's/their Legal Heirs, Successors, Executors, Administrators, Representatives and Assigns etc.,) of the FIRST PART

AND IN FAVOUR OF

Ms. B. MANASA, aged about 27 years
D/o Sri. B. Mallikarjuna ,
PAN: CMFPM2891G
Aadhar Card No. 695814028166

Residing at C/o Mr. Krishna Chaitanya.K, Flat No.CA-0403,
KSR Cordelia, #67/1 &67/2, Dasara halli, , Bangalore – 560 024.

Hereinafter called the PURCHASER/S, which term shall wherever the context so applies shall include their respective assigns, successors, executors, administrators, heirs and legal representatives of the SECOND PART.

WHEREAS, the First Party are the absolute Owner of all that piece and parcel of property bearing **Present BBMP Katha No.253/46/1**, Converted Sy.No.46/1, measuring 1 acre 2 Guntas or 45,738 sq.feet (converted for residential purpose vide Conversion Order No.ALN(KRPH)SR/157/2014-15, dated:15/05/2015, issued by the Deputy Commissioner, Bangalore District., Bangalore), situated at Dasarahalli Village, K.R.Puram Hobli, Bangalore East Taluk, presently under the administrative

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jurisdiction of BBMP, which Property is more fully described in Schedule I given hereunder and hereinafter referred to as Schedule I Property, the First Part had acquired the same vide registered Deed of Sale dated 01/10/2020, registered as document bearing No.3187/2020-21, registered before the Office of the Sub-Registrar, Shivaji Nagar (Mahadevapura), Bangalore, executed by previous owner **Sri.K.M.SRINIVASAMURTHY**, S/o Late Sri.H.K.Munivenkataswamappa,

WHEREAS the First Party herein, who is also a Builder, has proposed for development of the Schedule "I." Property into a multistoried residential apartment building known as **"DESAI GREEN GARDENS"** over the Schedule "I" Property.

WHEREAS, the PURCHASER herein is interested in owning an apartment in the project **"DESAI GREEN GARDENS"** and in this regard approached the Owner herein offering to purchase **457 Sq.ft** of undivided share interest right and title in the Schedule I Property, which undivided interest in land is morefully described in Schedule II hereunder, on certain terms and conditions to which the owners/Promoters agreed to procure to such PURCHASER such rights and obligations mentioned herein below:

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

AND WHEREAS, Vendors/Developer has obtained a plan sanction for the Development Scheme from the Bruhath Bangalore Mahanagara Palike, vide its order bearing No.Ad.Com/MDP/LP:YLK/0517/2020-21, dated 30/01/2021, for the construction of Multi storied Residential Building consisting of Stilt, Ground plus Three upper floors after having credited requisite fee and accordingly commenced the construction for the construction of multistoried building over the Schedule "A" Property

WHEREAS the Vendor/Builder has commenced the construction on the Schedule 'A' Property as per the Sanctioned Plan and secured the Commencement Certificate dated 31/03/2021, vide No.BBMP/PTM/MDP:26/2020-21, issued by the Bruhath Bangalore Mahanagara Palike (BBMP).

AND WHEREAS, the Vendor/Developer have also registered with the Real Estate (Regulation and Development) Act, 2016, Karnataka Real estate (Regulation and Development) Rules - 2017 vide registered Number: **PRM/KA/RERA/1251/446/PR/220210/004687**, for the multistoried residential building complex known as **"DESAI GREEN GARDENS"** over the Schedule "A" Property.

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NOW IT IS MUTUALLY AGREED AS UNDER

1. The Owner hereby agrees and undertakes to sell **457 Sq.ft** of undivided share, right interest and title in Schedule I Property morefully described in Schedule II & III hereunder to and in favour of the PURCHASER herein for a Land sale consideration and construction cost of **Rs.26,30,000/-** (Rupees Twenty Six Lakhs and Thirty Thousands Only) together with right to construct a residential flat through the owner herein, who is also a builder, of the dimensions and the location more particularly described in Schedule III along with the right to the common amenities mentioned therein and subject to the rights and restriction mentioned in Schedules of construction agreement entered between the Promoter & PURCHASERS and the Purchaser/s have agreed to pay the said sale consideration in the following manner.

- a. 20 % at the time of entering into Agreement.
- b. 15% at the time of Foundation.
- c. 10% at the time of Stilt Floor Slab.
- d. 10% at the time of Ground Floor Slab.
- e. 10% at the time of First Floor Slab.
- f. 10% at the time of Second Floor Slab.
- g. 10% at the time of Third Floor Slab.
- h. 5% after completing Brick work.
- i. 5% after completing plastering work.
- j. 5% at the time of registration of the flat.

2. The PURCHASER/S has/have paid a sum of **Rs.6,00,000/-** (Rupees Five Lakhs Only) in the following manner;

- a) a sum **Rs.50,000/-** (Rupees Fifty Thousand Only) online transferred through NEFT, dated 22-01-2023, drawn on HDFC Bank.
- b) a sum **Rs.50,000/-** (Rupees Fifty Thousand Only) online transferred through NEFT, dated 25-01-2023, drawn on HDFC Bank.
- c) a sum **Rs.5,00,000/-** (Rupees Five Lakhs Only) vide crossed cheque bearing No.111401, dated 05-04-2023, drawn on State Bank of India.

as advance sale consideration, the receipt of which the owners/builder has have acknowledged before the under signed witnesses and after payment of the aforesaid sale consideration and amount shown in the construction agreement, the Owners shall execute a Deed of Absolute Sale, conveyance to the PURCHASERS duly conveying the aforesaid fraction of undivided share, right, title and interest in the Schedule Property and the Owner shall also join in the capacity of PROMOTER in the

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execution of the Deed of Absolute Sale and conveyance as a Confirming/Consenting Party.

2(a). If the Purchaser/s commits any default in the payment of any installments as aforesaid within 15 days from the date of issue of the notice for payment by the Promoter to the Purchaser/s and/or in observing and performing any terms and conditions of this agreement, the Builder shall have a right to terminate this agreement and to forfeit 10% of the entire contract amount agreed to be paid by the Purchaser/s irrespective of the advances paid by the Purchaser/s and the Builder shall refund the balance amount, if any to the Purchaser/s and the Builder thereafter shall have a right to allot and/or sell/construct/transfer the Schedule II Property to any other person or persons without any further reference to the Purchaser/s.

2(b). In the alternative and at the sole discretion of the Builder, the Builder may instead of the aforesaid forfeiture clause, charge interest at the rate of 2% per month for the delayed payments.

2(d). The Builder shall under normal conditions complete the construction of the building and agree to hand over possession of the Schedule flat on or before March 2023, with a grace period of Six months, however subject to availability of cement, steel and other essential items on construction and also subject to unforeseen events such as Acts of God, Earthquake, Floods, war or other local disturbances, changes in laws of the state, corporation or any other clauses beyond the control of the Builder.

2(e). The Purchaser shall not interfere with the progress of construction etc., or object in any way regarding the manner of construction or do any act or things thereby having the effect to cause delay or stopping of the work.

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

4. The OWNERS/PROMOTERS hereby covenant and assure the PURCHASER/S that the said OWNERS are the absolute owners of the Schedule Property and the Schedule I Property is free from any encumbrance, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, Taxation or other statutory authorities and the OWNERS are in actual possession and enjoyment of the same and they have competent to enter into this agreement and to effect sale of the Schedule II Property as per the terms of this agreement.

5. All the expenses relating to the Stamp Duty, Registration Fees and taxes for the flat and other incidental expenses shall be borne by the Purchaser only.

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

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

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

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

10. The PURCHASER/S shall pay such deposit, costs, share association fee, deposit, cost of stamp papers, registration fee, legal fee and such other expenses as may be required for the formation of association

11. It is specifically agreed between the OWNERS/PROMOTER and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule III Property and undivided share, right, title and interest in Schedule I Property agreed to be sold to him mentioned in Schedule II and in no way shall have interest or claims or any objection whatsoever for the use by the other owners of the apartments, covered

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or uncovered parking space that has been specifically built, assigned allotted sold or disbursed off otherwise. The common amenities alone be used as common amenities along with other owners and PURCHASER/S shall not lay any claims on other owners and PURCHASER/S shall not lay any claims on other separate amenities provided for specifically to other owners for construction.

SCHEDULE I

All that piece and parcel of property bearing Present BBMP Katha No.253/46/1, Converted Sy.No.46/1, measuring 1 acre 2 Guntas or 45,738 sq.feet (converted for residential purpose vide Conversion Order No.ALN(KRPII)SR/157/2014-15, dated:15/05/2015, issued by the Deputy Commissioner, Bangalore District., Bangalore), situated at Dasarahalli Village, K.R.Puram Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP and bounded on the;

East by : Land in Sy.No.46/2;
West by : Amruthahalli Village Boundary;
North by : Amruthahalli Village Boundary;
South by : Road and Land in Sy.No.76, 77, 79;

SCHEDULE II

457 Sq.feet undivided interest in the immovable property mentioned in Schedule I above.

SCHEDULE III

APARTMENT bearing **No.107**, in the **First Floor** measuring **839 Sq.feet** Super Built-up Area (**581 Sq.feet** Carpet Area), containing **Two** Bedrooms, and one covered Car Parking Space, including proportionate share in common areas such as passages, lobbies, staircase, contained in the multistoried building to be constructed on the Schedule I Property known as "**DESAI GREEN GARDENS**".

For DESAI DEVELOPERS



Managing Partner

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

WITNESSES

1.

For DESAI DEVELOPERS

[Signature]

Managing Partner

VENDOR/FIRST PARTY

2.

PURCHASER/SECOND PARTY