

SALE AGREEMENT

**THIS AGREEMENT OF SALE HAS BEEN EXECUTED ON THIS THE ____nd DAY
OF _____ 2021 BY:**

Sri.SAMPANGI RAMAIAH

Aged about 56 years,
S/o late.Munishamappa,
Residing at Chikkanagamangala Village,
Sarjapura Hobli, Anekal Taluk,
Bangalore Urban Taluk

Represented by registered GPA holder

M/s.ALN Buildtech,

represented by its Managing partner
Sri.K.Srikanth Reddy s/o Sivaganga Reddy
Aged 36 years

residing at Ground floor,
No.88/1,156/8C9, 19th cross,
Bhagavathi layout, Hulimavu,
B.G.Road, Bangalore - 560 076

Herein after called as VENDOR :

(Which expression shall mean and include its heirs, legal representatives and assigns in interest.)

IN FAVOR OF

_____ S/o _____
Aged about _____ years,
residing at _____,

_____, _____,
_____, Bangalore - _____.

Herein after called as PURCHASER :

(Which expression shall mean and include their heirs, legal representatives and assigns in interest.)

THIS DEED OF SALE AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, Sri.Sampangi Ramaiah is the absolute owner of that piece and parcel of the immovable **Site No.11**, measuring to an extent of East to West : 40 feet, North to South : 80 feet, totally measuring to extent of 3200 Sq ft, **Site No.12** measuring to an extent of East to West : 40 feet, North to South : 80 feet, totally measuring to extent of 3200 Sq ft, **Site No.13** measuring to an extent of East to West : 40 feet, North to South : 80 feet, totally measuring to extent of 3200 Sq ft, formed in Sy.Nos.41,47,48/1 and 48/2, Situated at Chikkanagamangala Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, with a building constructed thereon, together with all appurtenances whatsoever, whether situated below, on or above the surface, which is morefully and particularly described in the Schedule hereto and hereinafter referred to as the "**SCHEDULE A PROPERTY**".

WHEREAS, the Owner Sri.Sampangi Ramaiah has acquired the "Schedule A property" through the registered partition deed dated 01.10.2014 bearing vide document No.5241/2014-15 in Book-I CD.No.CMPD119 and was registered in the office of the Sub-Registrar, Chamarajapet,

Whereas Originally the Properties bearing Sy No.41, 42/2A, 43, 47, 48/1, and 48/2, of Chikkanagamangalal Village Sarjapura Hobli, Anekal Taluk, Bangalore Urban Distract belongs to the Father of the Owner/First Party herein namely Munishamappa, his elder father Girigowda, his uncle Nagappa and their respective legal heirs , the entire family members has entered in to registered Joint development agreement dated:16/12/2009 with C.Ramesh B.T., Premakumar and V.A.V.Shiva Reddy for development and formed a residential Layout after obtaining the Necessary permission from the Concerned authorities

The said JDA was registered In the office of Sub register, Sarjapura vide document No.BNG(U)SJR.SL No.2866/2009-10 and stored in CD.No.SRJD31. The said developer has converted the Said land for residential Purpose as above said DC Orders and obtained a Necessary permission from the BDA and the BDA has approved the Layout Plan vide resolution No.69/2013, dated 04/07/2013, Accordingly the Said developer has remitted the Prescribed fee of Rs.23, 22, 500/-Vide Challan No.18795, dated 23/08/2013.and the BDA had issued work order Vide No.BDA/TPM/PRL-04/2012-2013/6505/2013-14 , dated 20.02.2014, Accordingly the layout developer had formed a layout in the said properties herein along with many sites have fallen to the Share of the Owner/First Party herein. this is how the Owner becomes absolute owner and in Possession in respect Of the schedule Properties.

The Owner/First party entered into a joint development agreement on 13.06.2019 with M/s.SLV Builders rep by its properties Mr.Suman.C S/o N.Chandra Reddy vide Document No.SJR-1-00939/2016-17 Due to unavoidable circumstance M/s.SLV

Builders were not able to executed the Project and with Mutual Consent of the owner/First party and M/s.SLV Builders the Joint development agreement had cancelled vide deed No.3973/2019-20 dated 30.10.2019 and also the Registered GPA No.SJR-4-00087-2016-17 dated 13.06.2016 in favour of M/s.SLN Builder Represented by its Properties Mr.Suman.C S/o N.Chandra Reddy is cancelled vide deed No.223/2019-20 dated 30.10.2019

WHEREAS, Sri.Sampangi Ramaiah has executed a Joint Development Agreement in favour of M/s.ALN Buildtech represented by its Managing partner Sri.K.Srikanth Reddy S/o Sivaganga Reddy, which is registered as doc.no.3977/2019-20, of Book-I stored in CD No.SRJD482, dated 30.10.2019 registered in the office of the Sub-registrar, Basavanagudi, Bangalore.

WHEREAS, Sri.Sampangi Ramaiah has executed a General Power of Attorney in favour of M/s.ALN Buildtech, represented by its Managing partner Sri.K.Srikanth Reddy S/o Sivaganga Reddy, which is registered as doc.no.225/2019-20, of Book-IV dated 30.10.2019 registered in the office of the Sub-registrar, Basavanagudi, Bangalore.

WHEREAS, Sri.Sampangi Ramaiah represented by GPA holder M/s.ALN Buildtech obtained the Plan Sanction vide LP No.03/2021-22, dated 20.08.2013 issued by Bangalore Development Authority for construction of Multistoried Residential Apartment thereon, consisting of Stilt floor+ First floor+ Second floor+ Third floor+ Fourth floor+ Terrace floor in the **Schedule A property** ;

WHEREAS, Sri.Sampangi Ramaiah represented by GPA holder M/s.ALN Buildtech has become the sole and absolute owner of the schedule property. Since the day of acquisition, the Vendor herein is in peace full possession and enjoyment of the schedule property as absolute owner by transferring Khatha and other necessary revenue records in his name. They have paid up to date taxes and other necessary charges in respect of the schedule property to the concerned authorities. The vendor/owner has full rights to dispose of the schedule property in the manner as deems fit.

WHEREAS, the Vendor is in need of funds to meet his family/ legal necessities and for such other beneficial purposes and hence has offered to sell the Schedule Property free from all encumbrances and the Purchasers have duly agreed to purchase the same for a sum of **Rs. _____/- (Rupees _____ Only).**

NOW THIS AGREEMENT OF SALE WITNESSTH AS FOLLOWS:

1. The Vendor shall sell and the Purchasers shall purchase the property free from all encumbrances, charges and liens, being A two Bedroom **Apartment bearing No. _____**, situated on the _____ **floor** of the Building known as "**ALN Arambh**" constructed on the schedule 'A' property with a super built up area of ____ **Sq ft.**, along with a one covered car parking space in _____Floor and having R.C.C Roofing, Ceramic Flooring, Main door Wooden frame and flush shutters and room doors wood frame and flush shutters and Aluminum windows, along with electricity, water and sanitary connection, together with all appurtenances whatsoever, whether situated

on, below or above the surface, for a sum of **Rs.**_____-/- **(Rupees**
_____ **Only)** with no further escalation in sale price.

2. The Purchasers have paid a sum of **Rs.**_____-/- **(Rupees**
_____ **Only)** vide Cheque number _____ on
___.2021 drawn on _____ Bank to the Vendor as token advance.

3. The Purchasers have paid a sum of **Rs.**_____-/- **(Rupees**
_____ **Only)** vide Cheque number _____ on
___.2021 drawn on _____ Bank, Bangalore to the Vendor as advance.

4. The Purchasers have paid a sum of **Rs.**_____-/- **(Rupees**
_____ **Only)** vide Cheque number _____ on ___.2021
drawn on _____ Bank, Bangalore to the Vendor as advance in presence of
the undersigned witnesses and the Vendor hereby totally acknowledge the
receipt of the said sum of **Rs.**_____-/- **(Rupees**
_____ **Only).**

5. The balance of **Rs.** _____/- **(Rupees**
_____ **Only)**, of sale price shall be payable
within **30** days from the date of this agreement. Tax Deducted at Source
(TDS) amounting to 1% of sale price will be deducted from balance amount

payable and the same shall be paid by purchaser to concern department at the time of final sale payment.

6. The Vendor agree to execute proper Sale Deed/Deeds in favour of the Purchasers or to their nominee on receipt of entire Sale Price.
7. That in event of the Vendor committing default of any of the conditions binding them under this agreement, the Vendor shall refund the entire advance amount received from the Purchasers in one lump sum.
8. The Vendor hereby declare that this agreement has been executed upon the faith and strength of such declarations that the entire "Schedule 'B' Property" is free hold property and that there is/are no outstanding encumbrances, charges, mortgages, notices for acquisition, easement nor is it subject matter of any pending suit or attachment either before or after judgment, and the other than the Vendors no other person has any right, title, interest, or claim on the "Schedule 'B' Property", and that the Vendor has unfettered power of disposition over the same, and all original documents, deeds and records of the "Schedule 'B' Property" are in the custody of the Vendor and that the Vendor shall not part with the originals during the subsistence of this agreement.
9. The Vendor shall pay the property tax and other outgoings if any in respect of the said property up to the date of execution of Sale Deed of the said property.

- 10.The Vendor hereby declare and assure the Purchasers that the Vendor have not entered into any agreement for sale, development or transfer of the “Schedule ‘B’ Property” in favour of anyone else.
- 11.That the Vendor and Purchasers have mutually agreed to complete the sale transaction within a period of 30 Days from the date of this sale agreement and the Vendors hereby agrees to hand over the original documents in respect of “Schedule ‘B’ and 'C' Property” at the time of execution of the sale deed in the office of jurisdictional Sub-Registrar.
- 12.The stamp duty and registration expenses including all incidental expenses shall be exclusively borne by the Purchasers only.

SCHEDULE-A

ITEM NO.I

All that piece and parcel of the **Property bearing Site No.11**, formed in Sy.No.41, 47, 48/1 & 48/2, BDA Khatha No.11/C.N.Mangala/16-17, Situated at Chikkanagamangala Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, measuring East to West 40ft, and North to South 80ft, in all measuring 3200 Sq.ft, and bounded on the :-

East By : Site No.12,
West By : Site No.10,
North By : Site No.9 and 8,
South By : Road.

ITEM NO.II

All that piece and parcel of the **Property bearing Site No.12**, formed in Sy.No.41, 47, 48/1 & 48/2, BDA Khatha No.12/C.N.Mangala/16-17 Situated at Chikkanagamangala Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, measuring East to West 40 ft, and North to South 80 ft, in all measuring 3200 Sq.ft, and bounded on the:-

East By : Site No.13,
West By : Site No.11,
North By : Site No.7 and 6,
South By : Road.

ITEM NO.III

All that piece and parcel of the **Property bearing Site No.13**, formed in Sy.No.41, 47, 48/1 & 48/2, BDA Khatha No.13/C.N.Mangala/16-17, Situated at Chikkanagamangala Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, measuring East to West 40 ft, and North to South 80 ft, in all measuring 3200 Sq.ft, and bounded on the:-

East By : Site No.14,
West By : Site No.12,
North By : Site No.6 and 5,
South By : Road.

SCHEDULE-B

(Description of the property hereby conveyed to the PURCHASER)

An undivided _____% right, title, interest, claim and ownership share in the land comprised in the schedule 'A' property, equivalent to _____. together with all appurtenances whatsoever, whether situated on, below or above the surface.

SCHEDULE-C

(Description of the Apartment)

A two Bedroom **Apartment** **bearing** **No.**
_____, situated on the _____ **floor** of the Building known as "**ALN Arambh**" constructed on the schedule 'A' property with a super built up area of ____ **Sq ft.**, along with a one covered car parking space in _____Floor and having R.C.C Roofing, Ceramic Flooring, Main door Wooden frame and flush shutters and room doors wood frame and flush shutters and Aluminum windows, along with electricity, water and sanitary connection, together with all appurtenances whatsoever, whether situated on, below or above the surface.

**IN WITNESS WHEREOF BOTH PARTIES HAVE SIGNED THIS AGREEMENT ON
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

WITNESSES:

1.

**Sri.SAMPANGI RAMAIAH
(Represented by registered GPA holder
M/s.ALN Buildtech)**

[VENDOR]

2.

**(_____)
[PURCHASER]**