

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed on this 13th day of Mar, Thirteenth March Two Thousand Eighteen (13.03.2018) at Bangalore by :-

SRI. J.CHENGAMA NAIDU,
PAN No.ABLPC8052C
Aged about 59 years,
S/o.Late.J.Rama Naidu,
Residing at # 287/B, 9th 'A' Main Road,
40th Cross, 5th Block, Jayanagar,
BANGALORE -560 041.

Hereinafter called the "**VENDOR**" which term shall mean and include the VENDOR his heirs, legal representatives, administrators, executors, assigns, etc., of the **ONE PART** and **IN FAVOUR OF;**

Customer Name
Aged about years
S/O late
Address

Hereinafter called the "**PURCHASERS**" which term shall mean and include the PURCHASERS their heirs, legal representatives, administrators, executors, attorneys, assigns, etc., of the **OTHER PART.**

WHEREAS the VENDOR is the sole and absolute owner of the Residentially Converted land bearing Survey No.60/5, measuring to an extent of 0-31½

Guntas, land Bearing Survey No.59, measuring to an extent of 0-14 ½ guntas out of 17 ½ guntas and land bearing Survey No.59, measuring to an extent of 0-17 ¼ guntas and 34 ¾ guntas, totally measuring 1 Acre 12 Guntas, Item Nos.1,2 and 3 totally measuring 2 Acres 20 ¾ guntas land situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the Schedule Item No.1, ItemNo.2 and Item No.3 hereunder and hereinafter called the SCHEUDLE'A' PROPERTY and the same is Vendor's Self Acquired Property, acquired through a registered sale deed vide document No.DNH-1-09546/2014-15, stored in CD No.DNHD525, dated 03.02.2015 registered in the office of the Sub Registrar, Devanahalli, executed by Sri.K.Narayana Bhat and others.

Whereas land bearing Survey No.60/5, measuring to an extent of 0-31½ Guntas, land Bearing Survey No.59, measuring to an extent of 0-14 ½ guntas out of 17 ½ guntas and land bearing Survey No.59, measuring to an extent of 0-17 ¼ guntas and 34 ¾ guntas, totally measuring 1 Acre 12 Guntas, and situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District has been converted from Agricultural to non Agricultural for residential purpose by the Spl. Deputy Commissioner, Bangalore Rural District vide official Memorandum No.ALN.(D)SR259/2006-07, dated 26.10.2009.

Whereas the VENDOR wanted to develop the Schedule 'A' Property into an independent housing/villa project and provision of civic amenities area, park and play ground and whereas the VENDOR herein have entered into a joint Development Agreement on dated 04.05.2015 with **SRI. J.CHENGAMA NAIDU** the Builder/Developer above named for development of the Schedule 'A' property into an independent housing/villa project and provision of civic amenities area, park and play ground and agreed to share the land and house/ Villa building therein and the said joint development Agreement was registered as document **No.DNH-1-00959/2015-16** of Book-I, stored in CD **No.DNHD541**, registered in the office of the Sub Registrar, Devanahalli.

Whereas the VENDOR has also executed a General Power of Attorney in favour of the said builder to alienate the Villas which were allotted to the share of the Builder and the said GPA was registered on dated 04.05.2015 registered as **document No.DNH-4-00127/2015-16 of Book-IV, stored on CD No.DNHD541**, registered in the office of the Sub Registrar, Devanahalli.

Whereas the said company formulated a scheme of development of independent housing/villa project and provision of civic amenities area, park and play ground and identified the development under the common name as "JCN Brundhanava Phase-I.

Whereas the Company rep. by its GPA Holder Sri.J.Chengama Naidu had agreed to comply with various conditions stipulated in terms of sanction plan by BIAAPA, Devanahalli. The Company/Builder herein accordingly surrendered 425.03 Sq. Mtrs., (4.20 Guntas) for the Civic Amenity area, parks and roads vide deed of relinquishment dated **DNH-1-09981/2015-16**, OF Book-I, stored in CD **No.DNHD578, dated 20.01.2016** registered at Sub Registrar office, Devanahalli to Purasabhe, Devanahalli on behalf of the Hon'ble Governor, Karnataka State.

Whereas subsequently the Company/ Builder/Developer had obtained a sanction plan for 2 acres 18 ½ guntas of land in Survey Nos.59, (A Acre 27 Guntas), Sy.No.60/5 (0-31½ Guntas) Vide **No.BIAAPA/TP1/A.N/LAO/10/2015-16/4022, DATED 22.1.2016** sanctioned by the Bangalore International Airport Authority Planning Authority Devanahalli for the aforesaid Villas for the above mentioned scheme of the Schedule 'A' Property and further Devanahalli Grama Panchayat have sanctioned licenses and plans for individuals villas on the Schedule A Property as per the plans sanctioned.

Whereas both the VENDOR and the Developers have shared/earmarked the undivided share of land Area, Constructed Villas/Row Houses, etc., falling to their respective shares and recorded the same by them in writing as per the Sharing Agreement/Memorandum of Understanding dated **14.05.2016**,

accordingly the Villas bearing Nos.1,2,4,5,6,7, 10, in Type 'A' super built up area of each Villa is 4281.57 Sq. feet , Villas bearing Nos.1,2,4,5,8,9 & 12 in Type 'B' super built up area of each Villa is 4282.19 Sq. feet AND Villas bearing Nos.1,3,5,6 & 7, in Type 'C' super built up area of each Villa is 3969.15 Sq. feet and Villas bearing Nos.2,4,5 & 6 in Type 'D' super built up area of each Villa is 3768.14 Sq. feet and proportionate undivided share of land area in the Schedule A Property are allotted to the share of the Developer hereunder. And hence the Developers become the absolute owners of the above said Flats, which was allotted to their share.

And whereas among the Villas allotted to the Developers, **Villa NO. in TYPE 'B'**, in the Building known as **JCN Brundhavana Phase 1**, Constructed on the Schedule A Property with a super built up area of 4283 **Sq. feet** and proportionate undivided share of land area in the Schedule A Property which is morefully described in the Schedule B & C hereunder, hereinafter referred to as the **SCHEDULE B & C PROPERTY**.

Whereas the Vendor desired to dispose off the Schedule B & C Property and offered to sell the same making the following representations:

- a) That the VENDOR is the sole and absolute owner of the Schedule B & C Property and the VENDOR title to the Schedule is good, marketable and subsisting and none else has any right, title and interest or share therein.
- b) That the Schedule B & C Property is not subjected to any charges, lien, attachment, encumbrances, court or acquisition proceedings.
- c) That the VENDOR has not entered into any agreements/ arrangements for sale or transfer of the schedule Property with anyone else.

Whereas the VENDOR is in need of ready liquid funds to meet his legal and family necessities and to discharge the debts contributed for the said

purposes and hence making the aforesaid representations offered to sell the schedule B & C property for a sum of **Rs/- (Lakhs Only)** free from all encumbrances and the Purchaser above named agreed to purchase the schedule B & C property for the said sale consideration and it is free from all encumbrances.

NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

- a) that in pursuance of the above and in consideration of the sum of **Rs /- (Rupees Lakhs only)** being advance sale consideration of the Schedule B & C Property paid by the PURCHASERS to the VENDOR.

the receipt of which sum the VENDOR hereby acknowledges, admits and confirms the said advance amount.

1. That the PURCHASERS have agreed to pay the balance sale amount to the VENDOR within **Twelve Months (365) DAYS** from the date of this Agreement of sale, and the VENDOR has also agreed for the same and agreed to receive the balance sale amount from the PURCHASERS and also agreed to execute the Sale Deed either in favour of the PURCHASERS or in favour of their nominee/s.
2. That the VENDOR have agreed to hand over the vacant and clear possession of the schedule B & C property to the PURCHASERS at the time of registration of the Absolute Sale Deed.
3. And the VENDOR have also agreed to delivered all attested copies of original documents in respect of the schedule B & C property to the Purchasers at the time of registration of absolute sale deed.
4. That the VENDOR hereby assures the PURCHASERS that the Schedule B & C Property is free from lien, charge, court attachments, minor claims, maintenance claims, family rights, mortgages, etc. and in future if any

disputes or litigations arise, to set right the same by the VENDOR at his own cost and risk and further the VENDOR indemnifies the PURCHASERS against all or any losses, damages, costs, charges, etc, which the PURCHASERS may incur, sustain or legally compelled to pay in consequence of any claim put forward by any person/s over the Schedule B & C Property or in the event of breach of covenants herein by the VENDOR or for the reason of any arrears of taxes or encumbrances or defect-in-title, etc.

- 5.** That the VENDOR shall not demand for any other payment/s other than whatever have been specifically agreed to and mentioned in this Agreement.
- 6.** The Stamp Duty, Registration Fee, legal expenses and all other miscellaneous and incidental expenses for registration of sale deed shall be borne by the Purchasers.
- 7.** If any dispute or litigation arises in respect of the Schedule B & C Property, the VENDOR have to settle the matter at his own cost and only after the litigation is over, the Purchasers shall get the property registered in their name.
- 8.** In case of failure on the part of the VENDOR to bring all the necessary documents, and to execute the absolute sale deed in favour of the Purchasers of the Schedule B & C property within the stipulated time, the Purchasers shall entitled for reasons other than any litigation, the Purchaser can get the property registered through the court of law and shall be entitled for a penalty of 18% Per annum of interest as liquidated damages for breach of the terms and conditions of this Agreement.
- 9.** And if the Purchasers fails to pay the balance amount and get the property registered in their name within the stipulated time from the date of this agreement for reasons other than non availability of the Bank loan due to the defect in the title of the property the Purchaser

shall be entitled for the advance amount after forfeiting 18% interest as penalty and liquidated damages.

- 10.** The Purchasers agrees to own and enjoy Schedule B & C property; and title in Schedule A Property subject to such rights as are conferred upon the Purchaser and be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser. The VENDOR agrees to require every person who is the owner or becoming the owner of the Apartments in Schedule A Property to undertake and observe the restrictions imposed herein and shall be entitled to confer additional benefits and rights as desired by Seller.
- 11.** Notice shall be deemed to have been served properly if sent by registered post with acknowledgement due, to the addresses mentioned in this Agreement.
- 12.** The Parties, if any, shall refer disputes and differences, to the court/s of appropriate jurisdiction within the City limits of Bangalore City.
- 13.** That both the parties hereby agrees that if they are in breach of the covenants herein made, then they are at liberty to enforce the Specific performance of this Agreement of Sale.
- 14.** This Agreement to sell is prepared in 2 Sets, one with the Purchaser and another with the Vendor.

SCHEDULE 'A'
(ENTIRE PROPERTY)

Item no.1

All that piece and parcel of the Residentially Converted land bearing Survey No.60/5, measuring to an extent of 0-31½ Guntas situated at Devanahalli

Village, Kasaba Hobli, Devanahalli Taluk, Banglaore Rural District, converted vide conversion order No.ALN(D)SR259/2006-2007, dated 26.10.2009 by the Deputy Commissioner, Bangalore Rural District and bounded on the:

East by : Land belongs to Mariyamma,
West by : Sy.No.59
North by : Land belongs to Subbaiah
South by : Land belongs to Appayanna

ITEM NO.2

All that piece and parcel of the Residentially Converted land Bearing Survey No.59, measuring to an extent of 0-14 ½ guntas out of 17 ½ guntas land situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Banglaore Rural District, converted vide conversion order No.ALN(D)SR259/2006-2007, dated 26.10.2009 by the Deputy Commissioner, Bangalore Rural District and bounded on the:

East by : Land belongs to Muninarayanappa,
West by : Land belongs to Munihanumakka
North by : Doddaballapura Main Road
South by : Land belongs to Jayamma and Gopal

ITEM NO.3

All that piece and parcel of the Residentially Converted land bearing Survey No.59, measuring to an extent of 0-17 ¼ guntas and 34 ¾ guntas, totally measuring 1 Acre 12 Guntas, land situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Banglaore Rural District, converted vide conversion order No.ALN(D)SR259/2006-2007, dated 26.10.2009 by the Deputy Commissioner, Bangalore Rural District and bounded on the:

East by : Land belongs to Jayamma and Gopal
West by : Land belongs to Muniyappa
North by : Land belongs to Munihanumakka

South by : Land belongs to Narayanappa

Item Nos.1,2 and 3 totally measuring 2 Acres 20 ³/₄ guntas out of which only 2 Acres 18 Guntas is converted for residential purpose No.ALN(D)259/2006-2007, dated 26.10.2009 by the Deputy Commissioner, Bangalore Rural District Bangalore which is the subject matter of this agreement.

SCHEDULE 'B'

(Property conveyed under this Agreement)

2880 Sq. feet undivided right, title interest in the land comprised in the Schedule 'A' Property.

SCHEDULE 'C'

(Property conveyed under this Agreement)

All that Piece and Parcel of **residential Villa bearing No ., Type** of "**JCN Brundhavana**", Bearing Survey No.59 & 60/5. Constructed on the schedule "A" property, villa consisting of **Four Bedrooms**, a kitchen, bathrooms a living rooms, totally measuring 4283 Sq. feet of **Super built up area** with proportionate share in common areas such as passage, lobbies, and other areas of common use, separate electricity and bounded on the:

East by : Swimming Pool
West by : Common Area Garden
North by : Villa No .
South by : Villa No .

Specifications of construction:

STRUCTURE	: RCC framed structure
SUPER STRUCTRE	: Block Masonry Wall
Doors/shutters/hardwares	: Main Door – Teak Wood Door Frames with BST designed Architrave molded flush door, Malamine Polish & Brass/SS Hardware.

WINDOWS	: UPVC Windows
FLOORING	: Living/Dining Vitrified Tiles 800 X 800 Bed rooms – Vitrified Tiles 600 X 600 Toilets- Ceramic Tiles with DADO up to 7’ Kitchen – Ceramic Tiles
KITCHEN PAINTING	Superior Quality glazed tiles Plastic emulsion for inside walls WPC Paint for exterior walls, synthetic enamel paint for grills/joinry
ELECTRICAL	ISI Make copper wiring (concealed) with modular switches, sound proof genset backup power of 1 KVA per unit & common areas lighting pumps club houses etc.
PLUMBING	Foreclain white coloured EWC/IWC & Wash Basin of branded or equivalent make Chromium plated fittings of jacquard make or equivalent Plumbing materials of ISI Marked.
BOREWELL WATER STP	Treated bore well water Sewage treatment plant

SCHEDULE – D **RIGHTS OF THE PURCHASER**

1.The free and uninterrupted passage and use of running water, electricity from and to the Villa through the sewers, drain and watercourses, cable, pipes and wires at any time hereinafter passing through the building or any other part thereof.

2. The Association of Villa owners shall have the irrevocable right, to be exercised by the Manager or Board of Managers, to have access to each Villa from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the common areas and facilities therein or accessible there from, or for making emergency repairs therein necessary to prevent damages to the common area and facilities.

3. The right to do all or any of the acts aforesaid without any notice in the case of emergency.

4. The Purchaser/s and the successors in title or interest to the Purchaser/s or any tenant/lessee legally occupying the schedule B & C Villa shall have the right to use facilities and amenities of the club house and other connected infrastructure attached thereto which has been developed by the Developer and shall be entitled to become a member thereof automatically subject to the admission fee/ membership fee and monthly usage charges to be collected for the said. The aforesaid rights are attached to the Schedule B & C Villa and are transferable and inheritable along with the Schedule B & C Villa.

SCHEDULE - D

OBLIGATIONS OF THE PURCHASER

1. The Purchaser(s) of the VILLA will have to form a registered Body within a period of Twelve Months (12) from the "date of possession" and the Purchaser shall become a member of the same, for taking over charge of maintenance and management of the common areas and facilities of the complex including the Club. The Vendor will help in setting up the maintenance body and pass

on the charge of maintenance and management of the buildings, common areas and facilities. The Purchaser/s cannot refuse to form association or take charge of the Common Areas/ Amenities/Facilities on the pretext.

2. As long as the VILLA complex is maintained by the previous Vendor/Company, Purchaser/s shall pay the monthly maintenance charges as fixed by the Previous Vendor.

3. The Purchaser/s hereto hereby under takes to become a member of an Association or Society along with owners of other Villas to ensure that in respect of common amenities, all expenses like repairs and maintenance, insurance fee, corporation taxes, levies, electricity and water charges, deposits with Electricity and Water supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its byelaws. Purchaser to be bound by the rules regulations governing the use of the common facilities as may be determined.

4. The Purchaser/s shall be bound by the rules and regulations of the Club and in this connection to pay necessary charges, fees, etc., for providing operating the facilities. Purchaser shall not object the membership of the Club for the Vila owners of Blocks proposed to be constructed by the Vendor or any of the Vendors executives/nominees.

5. The Purchaser/s shall use the Villa for residential purpose only and shall not use the Schedule B & C Villa for any business or any unlawful activity.

6. The Purchaser/s shall obtain an No Due Certificate from the registered association, should the Purchaser/s choose to resell the Schedule B & C property to Third Parties. All the conditions, obligations rights mentioned in Schedule B, C & D shall be binding on such third party buyers, whether specifically included in the sale deed or not. The Purchaser/s shall not convey any person/s any interest in the Schedule A Property without annexing thereto the stipulations contained in the agreement's schedules provided always that the person/s claiming through the Vendor or any person/s in trust

for them shall have the right to enforce the stipulations contained in the schedule hereto.

7. The Purchaser/s shall not sink bore wells or create/dig any wells in Schedule B Property.

8. The Purchaser/s cannot make any changes or alterations or additions that

- a. Affects the elevation
- b. Involves encroachments into common areas and setbacks against the rules
- c. Affects the structure.

9. The Purchaser/s of the VILLA shall

a. Not store in the VILLA any goods, which are hazardous, combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to effect or damage the construction or structure of the building.

b. Not to lay any cables or wires through the common passages without consent of the Owner's Association.

c. Not seek for change in the name of the residential Villa Complex named **"JCN Brundhavana"** at any point of time.

In witness whereof the VENDOR & PURCHASERS have affixed their signatures to this Agreement of sale on the day, month and year first above written in the presence of the following witnesses at Bangalore.

WITNESSES:

1.

VENDOR

2.

PURCHASER