

SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this the ____ day of _____, **Two Thousand and Twenty (__/09/20__)** at Bangalore by:

1. Mr.G.KRISHNAPPA, aged about 67 years,
S/o Late Sri.Giddappa,

2. Mrs.S.VASANTHA KUMARI, aged about 57 years,
W/o Mr.G.Krishnappa,

3. Mr.K.VINOD KUMAR, aged about 39 years,
S/o Mr.G.Krishnappa,

3a. Mrs.ANNAPURNA, aged about 34 years,
W/o Mr.K.Vinod Kumar,

3b. Ms.V.LAVANYA, aged about 16 years,
D/o Mr.K.Vinod Kumar,

3c. Ms.V.PREETHI, aged about 14 years,
D/o Mr.K.Vinod Kumar,

Parties at Sl.Nos.3b and 3c being minors represented by their natural guardian and father
MR.K.Vinod Kumar,

4. Mr.K.MAHESH KUMAR, aged about 37 years,
S/o Mr.G.Krishnappa,

4a. Mrs.BHAGYASHRI, aged about 32 years,
W/o Mr.K.Mahesh Kumar,

4b. Mr.M.KARTHICK, aged about 9 years,
S/o Mr.K.Mahesh Kumar,

Party at Sl.Nos.4b being minor represented by his natural guardian and father
Mr.K.Mahesh Kumar,

5. Mr.K.NAVEEN KUMAR, aged about 35 years,
S/o Mr.G.Krishnappa,

5a. Mrs.MEENA, aged about 30 years,
W/o Mr.K.Naveen Kumar,

5b. Ms.N.SAMVRUDDHI, aged about 9 years,
D/o Mr.K.Naveen Kumar,

Party at Sl.Nos.5b being minor represented by her natural guardian and father
Mr.K.Naveen Kumar

All are R/at Bidare Agrahara Village,
Bidarahalli Hobli,
Bangalore East Taluk

represented by her registered Power of Attorney Holder

1. Mr.C.H.RAVINDER,

2. Mr.Ch.VASU DEVA REDDY

Managing Partner of **M/s.SAPTAGIRI MAHARSHI BUILDERS,**

Hereinafter referred to as the Owner

M/s.SAPTAGIRI MAHARSHI BUILDERS,
A Partnership firm having its office at
No.B1, Saptagiri Maharshi Nilayam Apartment
#18, 7th Cross, 1st Main, 2nd Stage,
Michael Palya, Indiranagar,
Bangalore-560075

Represented by it's Managing Partners

1. Mr.C.H.RAVINDER, aged about 56 years,
S/o Mr.C.H.Narayana.

2. Mr.Ch.VASU DEVA REDDY, aged about 59 years,
S/o Late Sri.C.V.R.Reddy,

Hereinafter referred to as the **VENDOR/DEVELOPER/BUILDER/PROMOTER,**

AND

Mr_____, aged about ____ years
S/o Sri.
R/at No.

hereinafter called the **PURCHASER/S;**

WITNESSETH:

The expressions "VENDOR", "PURCHASER/S" and "DEVELOPERS/BUILDERS/CONFIRMING PARTY" wherever it appear in this context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns.

WHEREAS, the First Party are the absolute Owners of of all that piece and parcel of the immovable Property bearing Converted Sy.No.19/2, (converted from Non-Agricultural to residential purpose vide Conversion Order No.ALN(EBK)CR77/2013-14, dated 07/02/2014, issued by the Deputy Commissioner, Bangalore Dist., Bangalore), situated at Bidare Agrahara Village @ Chinnagenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, totally measuring about 32 Guntas, presently after encroachment by the neighbours the owners where in possession measuring 30 Guntas and after Road widening, the owners are in possession of the property measuring 29.210 Guntas(31,809.69 Sq.feet) which Property is more fully described in Schedule A given hereunder and hereinafter referred to as Schedule A Property.

Originally the Schedule A Property alongwith larger extent was acquired by Sri.Giddappa S/o Sri.Papanna, through Order passed by the Deputy Commissioner for Inam Abolition in Case No.35/1959-60, and after intestate death of the said Sri.Giddappa, his legal heirs have entered into partitioned the entire estates of Giddappa including Sy.No.19/2 of Bidare Agrahara Village, vide registered Deed of Partition dated 16/9/2004, registered as document No.17102/2004-05, Book-I, registered before the Office of the Sub-Registrar, K.R.Puram, Bangalore, wherein the schedule property was allotted to the share of Owner at Sl.No.1 and the said partition was mutated in revenue records vide MR No.40/2004-05, and all the family members of owner at Sl.No.1 have been arrayed as owners as an abundant precaution by the promoter/builder.

WHEREAS the Vendor herein since the date of acquisition of the Schedule "A" Property in the manner referred to above, has been in peaceful possession and enjoyment of the same as it's absolute owner thereof and they had also obtained Katha in respect of the Schedule "A" Property issued by the Concerned authority and has also paid upto date taxes to the said authority in respect of the Schedule "A" Property.

WHEREAS M/s.SAPTAGIRI MAHARSHI BUILDERS, A Partnership firm (hereinafter called the DEVELOPERS/BUILDERS) have prepared a Development Scheme of construction of multistoried building known as “**SAPTAGIRI MAHARSHI GOKULAM**” on the land described in the Schedule "A" hereto and have entered into a Joint Development Agreement dated 06/08/2014, registered as document No.7192/2014-15, registered before the Office of the Sub-Registrar, Banasawadi, Bangalore with the Owner of Schedule “A” Property and in pursuance thereto a Power of Attorney dated 06/08/2014, is also executed and registered as document No.354/2014-15, in Book-IV, by the land owner in favour of the Builder herein, registered before the Office of the Sub-Registrar, Banasawadi, Bangalore. AND WHEREAS, as per the terms of the Joint Development Agreement referred to above, followed by Supplemental Agreement dated _____, the flat bearing No.____, in **Block-**____, in the _____ **Floor** measuring _____ **Sq.ft** super built up area, _____ Sq.ft of Carpet area and _____ Sq.ft of Balcony area alongwith _____ **Sq.ft** of undivided share of land has been allocated to the share of Builder herein, which undivided share of land is more fully described in the Schedule “B” hereunder and hereinafter referred to as the Schedule “B” Property and the flat referred to above is more fully described in the Schedule “C” hereunder and hereinafter referred to as the Schedule “C” Property.

WHEREAS by an agreement of sale the Vendor and Builders are obliged for the Purchaser/s a sale of flat described in Schedule “C” along with undivided interest in the Immovable Property described in the Schedule "A" hereto with rights, liabilities and restrictions in the enjoyment thereof as mentioned in the Schedules hereto.

NOW THIS DEED WITNESSETH THAT in pursuance of the aforesaid and the Purchaser/s agreeing to the stipulations set out in the Schedules below and in consideration of **Rs.**_____-/- (Rupees _____ Only) paid by the Purchaser/s to the Builder in the manner referred herein below; the Vendors/Builders jointly doth hereby grant, convey, transfer and sell unto the Purchaser/s the Property described in Schedule "B" and “C” hereto, and together with such undivided interest, rights, estates, claims of the Vendors/Builder into and upon the same and every part thereof **TO HAVE AND TO HOLD**, subject to the stipulations contained in the Schedules hereto, free from all encumbrances.

The Purchaser/s has/have paid a sum **Rs.**_____-/- (Rupees _____ Only) to the Builders herein, the receipt whereof the Vendor/Builders do hereby admit and acknowledge before the undersigned witnesses.

AND that the Vendor/Builders doth hereby declare that they are the true, lawful and absolute owners of the flat described in the Schedule "C" hereunder alongwith the land described in the Schedule "B" hereto, and assures the Purchaser/s that the Vendor/Builders herein have not acted in any manner with the result that such right is curtailed.

AND in particular the Vendor/Builders doth hereby declare that the flat described in Schedule "C" and land described in the Schedule "B" hereto is free from all encumbrances and is not subject to any lease or Court proceedings and the Vendor has paid all the taxes and out goings upto this date in respect thereof and undertake to discharge any such amount levied or leviable upto this date.

AND that the Vendor/Builders doth further assure the Purchaser/s that the Vendor/Builders shall do or cause to be done all things the Purchaser/s may reasonably require however at the cost of the Purchaser/s for more perfectly assuring the flat and undivided interest in the land described in the Schedule "A" hereto to be conveyed, granted, transferred and sold to the Purchaser/s.

AND that the Vendor/Builders doth hereby assure the Purchaser/s that they shall not convey to any person any interest in the land described in the Schedule "A" hereto without annexing thereto the stipulations contained in the Schedules hereto.

PROVIDED ALWAYS that the Vendor or persons claiming through or under trust for the Vendor shall have the right to enforce the stipulations contained in the Schedules hereto

PROVIDED ALWAYS that the Vendor/Builders doth hereby agree to abide by the stipulations contained in the Schedule hereto.

"SCHEDULE "A"

All that piece and parcel of the immovable Property bearing Converted Sy.No.19/2, (converted from Non-Agricultural to residential purpose vide Conversion Order No.ALN(EBK)CR77/2013-14, dated 07/02/2014, issued by the Deputy Commissioner, Bangalore Dist., Bangalore), situated at Bidare Agrahara Village @ Chinnagenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, totally measuring about 32 Guntas, presently after encroachment by the neighbours the owners where in possession measuring 30 Guntas and after Road widening, the owners are in possession of the property measuring 29.210 Guntas(31,809.69 Sq.feet), with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the;

East by : 30 feet Road;
West by : Land in Sy.No.19/1;
North by : Remaining portion of same Sy.No.19/2;
South by : Remaining portion of same Sy.No.19/2;

SCHEDULE "B"

___ **Sq.feet** undivided right, title and interest in the immovable property mentioned in Schedule "A" above.

SCHEDULE "C"

Flat bearing **No.**___, **in Block**-__ in the ___ **Floor**, measuring about ___ **Sq.ft.** super built up area, ___ Sq.ft of Carpet area and ___ Sq.ft of Balcony area containing

___ bed rooms, together with RCC Roofing, Vitrified flooring together with One covered car parking space, including proportionate share in common areas such as passages, lobbies, staircase, etc., in the multistoried residential building known as “**SAPTAGIRI MAHARSHI GOKULAM**” constructed over Schedule "A" Property.

SCHEDULE 'D'

(Restrictions on the right of the Purchaser)

The Purchaser so as to bind himself/herself/themselves, his/her/their success-in-interest, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and in consideration of the covenants of the Seller being binding in him/them and the owners of the other undivided interest in the Property described in the Schedule 'A' hereto agrees to be bound by the following terms and conditions;

1. Not to use or to permit the use of the Property described in the Schedule 'A' hereto in a manner, which would diminish the utility of the common amenities to be provided in the proposed development scheme.
2. Not to use the roadways and side open space in the land described in the Schedule 'A' hereto for parking any heavy vehicles or to use them in a manner, which might cause hindrance for the free ingress or egress from other parts of the Schedule 'A' Property;
3. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in the Schedule 'A' hereto or the expenses to be shared by the owners of the proposed development schemes or any part thereof.
4. Not to make any arrangement for the maintenance, servicing and upkeep of the development scheme on the land described in the Schedule 'A' hereto and for ensuring the common amenities therein for the benefit of all concerned.

SCHEDULE 'E'

(Rights included in the transfer to the Purchaser/s)

1. Full right and liberty for the Purchaser/s and all persons authorised by the Purchaser/s (in common with all persons entitled, permitted or authorised to the like right) at all times by day or by night and for all purposes to go, pass and re-pass over the common areas in the proposed development scheme.
2. Full right and liberty to the persons referred to in common with all other persons with or without motor cars or other permitted vehicles at all times, day and night for all purposes to get and re-pass over the roadways and pathways in the land described in the Schedule 'A' hereto.
3. The Purchaser shall be entitled to have free and uninterrupted passage of water, Gas, Electricity to the Schedule "C" Property and waste/sewage, etc., from the Schedule "C" Property through the pipes, wires, cables, sewer lines, drains which are or may at any time hereafter, be passing in or under or through the Schedule "A" Property or other portions constructed on the Schedule "A" Property.
4. The Purchaser shall be entitled to the subjacent lateral vertical and horizontal support of the Schedule "C" Property from the other parts of the building.
5. The Purchaser shall have the right to lay cables/wires/lines for Radio, Television, Telephone or other communication installations leading to and from the Schedule "C" Property.
6. The Purchaser shall have the right to entry and passage with or without workmen to the other parts of the building for the purpose of or in connection with repairing and maintaining the Schedule "C" Property and for repairing, cleaning, maintaining the water tanks, sewer line, drains, cables, pipes and wires leading to or from the Schedule "C" Property ensuring that minimum disturbance is caused to the Owners/Occupiers of other units.
7. The right to do all or any of the acts, aforesaid without notice in the case of any emergency.

SCHEDULE 'F'

The Purchaser in the proportion of the undivided interest hereby conveyed along with the other Purchaser in the proportion of the undivided interest held by them shall be deemed to have accepted the following expenses;

1. All rates and out goings payable in respect of the land described in the Schedule 'A' hereto.
2. The expenses of maintaining the common services in the proposed development scheme and the routine maintenance like painting, washing, cleaning, etc., and replacing any electrical and mechanical parts of machines, sanitary and electrical installations common to the building. The developers/builders shall without consequential liability carry out the above services, against payment of the sums as may be determined by the builders from time to time.
3. Should the Purchaser default payments for any common expenses, benefits or amenities, the Builders or a majority of the Purchaser while carrying out the services as contemplated above, shall have the right, to remove such common amenities from their enjoyment including water services and electricity.
4. Provided always that the Developers/Builders shall not be liable for and the Purchaser shall be liable for the expenses of maintenance of common amenities in the property described in the Schedule 'A' hereto and the proposed development scheme from the date of communications of the Developers/Builders to the Purchaser indicating the formers' willingness to put the Purchaser or his/her/their nominee/s in possession of the property conveyed by this deed.

SCHEDULE 'G'

(THE DEVELOPERS/BUILDERS COVENANT)

The Developers/Builders hereby covenants with the Purchaser/s as follows;

1. That the developers/builders will require every person to whom they shall hereafter transfer, grant or lease any properties comprised in the property described in the

Schedule-A hereto and in the proposed development scheme to covenant and to observe the conditions and observe the restrictions set forth in the scheme above.

2. That the developers/builders and the assigned or trustees claiming through or in trust for the developers/builders in respect of the development scheme or any part thereof will always respect the rights of the Purchaser mentioned in this deed and in the Schedule 'E' in particular.

3. The Developers/Builders hereafter shall faithfully follow the covenants herein contained and shall not confer on any other person or persons any right not reserved for the Purchaser herein nor shall they contract to exclude for the transferees any burden expressed to be shared by the Purchaser herein.

4. The Developers/Builders accept and agree that any covenant by the Developers/Builders in future if any deed or document reducing or altering the right of the Purchaser herein or imposing on the Purchaser any restrictions not found herein before shall be void.

5. The developers/builders shall handover the original title deeds to the Apartment Owners Association on the same being formed;

The present market value of the flat and undivided interest in the land transferred herein is of **Rs.**_____-/- (Rupees _____ Only).

IN WITNESS WHEREOF the parties to this Deed have hereunto set and subscribed their respective signatures and seals on the day, month and year first above mentioned.

WITNESSES:

1.

1.

2.

VENDOR

(represented by registered Power of Attorney Holder)

2.

1.

2.

BUILDERS/CONFIRMING PARTY

PURCHASER

Drafted by:

R. SANTHOSH KUMAR Associates,
Advocates, Flat No.406, Motati Meadows,
Nagavarapalya Main Road,
Old Madras Road, C.V.Raman Nagar Post, Bangalore - 560 093.