

INDENTURE OF SALE

THIS INDENTURE OF SALE OF RESIDENTIAL APARTMENT UNIT WITH PROPORTIONATE _____% UNDIVIDED RIGHT IN LAND IS ENTERED INTO BY AND BETWEEN:-

M/s. REDBRICKS DWELLINGS AND INFRAPROJECTS PVT. LTD., a Company incorporated under Indian Companies Act, having its registered office at Olympia Residency, Ground Floor, Kalpane, Kulshekar, Mangalore-575005 (PAN AAFCR4646H), represented by its Authorized Signatory **Mr. PRASHANTH GATTI**, aged 23 years, son of Raghava, as per the Resolution dated 30-09-2017 of the Board of Directors- Hereinafter called the **VENDOR** of the one part

-: And: -

Mr. _____, S/o. _____, aged about ____ years, residing at _____, Adhaar Card No. _____- Hereinafter referred to as the **PURCHASER** of the other part (PAN - _____).

The terms the VENDOR and PURCHASER used in this instrument shall mean and include their respective legal representatives, representatives in interest, successor in title, heirs, assigns etc.

WHEREAS, the VENDOR is the absolute owner of the non-agricultural immovable properties, which are more fully described in the Schedule 'A' here below (hereinafter referred to as the "Schedule 'A' Property").

AND WHEREAS, the VENDOR purchased the Schedule 'A' Property as per the Indenture of Sale dated 28-09-2011, registered as Document No. MGC-1-03497-2011-12, entered in C. D. No. MGCD219 on the of the Sub Registrar, Mangalore City, as rectified as per the Rectification Deed dated 7th September 2013, registered as Document No. MGC-1-04103-2013-14, entered in C. D. No. MGCD339 on the file of the Sub Registrar, Mangalore City. Ever since the date of purchaser as above, the VENDOR has been in actual possession and enjoyment of the Schedule 'A' Property as sole owner thereof. The Khata pertaining to the Schedule 'A' Property stands mutated in the sole name of the VENDOR.

AND WHEREAS the "Schedule 'A' Property" is converted for non-agricultural use as per the Conversion endorsement dated 19-02-2007 in Proceedings A. Dis. LNA. CR. 999/2006-07 on the file of the Tahsildar, Mangalore Taluk and the Conversion endorsement dated 30-01-2008 in Proceedings A. Dis. LNA. CR. 924/2007-08 on the file of the Tahsildar, Mangalore Taluk.

AND WHEREAS the VENDOR has undertaken a construction project in the Schedule 'A' Property. Hence the VENDOR obtained the Revised Residential and Commercial Development Plan Approval from the Mangalore Urban Development Authority in their Proceedings Manapra: Nayosa: A. Yo./ 17/2012-13, dated 21-12-2014, which provided for the construction of residential cum commercial building complex consisting of 3 (three) Blocks, 'A' Block, 'B' Block and 'C' Block.

AND WHEREAS as per the approved plan the VENDOR has commenced the construction of the Apartment Complex consisting of 3 (three) Blocks to be known as "Red Bricks Palm Hills (Block-A)", Red Bricks Palm Hills (Block-B)" and "Red Bricks Palm Hills (Block-C)". In furtherance of the Approved Plan the VENDOR got constructed the residential cum commercial Apartment building known as "Redbricks Palm Hills (Block-A)" by obtaining the Building License dated 21-01-2019, in Proceedings Ref: No: H7/BA/10/2018-19 KANIPAA: 39/2018-19. The construction of the "Redbricks Palm Hills (Block-B)" is in the final stages.

AND WHEREAS, "Redbricks Palm Hills (Block-B)" consists of several residential apartment and also commercial units, each unit capable of individual utilization and inheritance, which carries a specific undivided right in the land. Hence, when a residential or commercial unit is sold or conveyed or transferred the transferee will obtain a specific undivided right in the Schedule 'A' Property.

AND WHEREAS, the Apartment Premises bearing Apartment No. ____ on the _____ floor of the "Red Bricks Palm Hills (Block-B)", which is more fully described in the Schedule 'B' here below, together with _____% undivided rights in the Schedule 'A' Property and similar undivided rights in the Schedule 'A' Property (which are collectively referred to as the 'Schedule Properties' in this Indenture for brevity and avoiding repetition) is one such unit meant for the individual conveyance by the VENDOR.

AND WHEREAS the PURCHASER herein, who intended to own an Apartment in the above Apartment building, opted

to purchase the "Schedule Properties" and hence the PURCHASER approached the VENDOR and had negotiation with the VENDOR regarding the terms and conditions of the sale and after being satisfied of the same, offered to purchase the "Schedule Properties" for a total sale consideration of Rs. _____/- (Rupees _____ only). This being the fair and reasonable consideration the VENDOR accepted the said offer and agreed to sell the "Schedule Properties" to the PURCHASER.

NOW THEREFORE, THIS INDENTURE OF SALE IS ENTERED INTO AND WITNESSETH AS FOLLOWS:-

1. That in consideration of a total sum Rs. _____/- (Rupees _____ only) paid by the PURCHASER to the VENDOR, the VENDOR hereby sells, conveys and transfers the "Schedule Properties", viz the Schedule 'B' Apartment with _____% undivided rights in the Schedule 'A' Property and similar undivided rights in the common areas and facilities together, to the PURCHASER absolutely.
2. That the PURCHASER has paid the entire sale consideration of Rs. _____/- (Rupees _____ only) to the VENDOR as detailed here below and the VENDOR hereby admits and acknowledges the receipt of the same in full and final quittance.
 - i) Rs. _____/- (Rupees _____ only) by funds transfer as per NEFT No. _____ paid on _____ from the Bank Account at _____.

- ii) Rs. _____/-(Rupees _____ only) by funds transfer as per NEFT No. _____ paid on _____ from the Bank Account at _____.,
- iii) Rs. _____/-(Rupees _____ only paid on _____ by funds transfer as per NEFT No. _____ from _____ Bank, _____ Branch _____, issued by the _____, out of the loan proceeds granted by the _____ to the PURCHASER for the purchase of the "Schedule Properties",
3. That the VENDOR has this day delivered the possession of the "Schedule Properties" to the PURCHASER and PURCHASER acknowledges the same.
4. That the PURCHASER shall be entitled to get the mutation of the property records such as Corporation Khata and other revenue records if any pertaining to _____% undivided right in the Schedule 'A' Property in his sole name.
5. That the PURCHASER is also entitled to obtain Door Number Khata (Tax Registry) from the Mangalore City Corporation and electricity meter Khata before the MESCOM pertaining to the Schedule 'B' Apartment in his sole name.
6. That the VENDOR hereby declares that the "Schedule Properties" are free from all encumbrances, liens, mortgages, court cases such as suits or other proceedings

etc and the VENDOR has absolute, subsisting and marketable title over the "Schedule Properties"

7. That the VENDOR has retained the original title deeds of the Schedule 'A' Property and have delivered the notarized copies thereof to the PURCHASER.
8. That the PURCHASER hereby confirms that they having scrutinized the title to the 'B' Schedule Apartment and has satisfied for himself that the title of the "Schedule Properties" is valid clear and marketable.
9. That the PURCHASER has also inspected the 'B' Schedule Apartment and has satisfied that the quality of the construction is good and satisfactory. Since the VENDOR has used standard materials supplied by the standard manufacturers for the construction of the Schedule 'B' Apartment, any claim regarding defective materials, shall be made directly with the manufacturers and suppliers, who have manufactured and supplied the same.
10. That the PURCHASER shall not occupy or interfere with or hinder or keep anything in the passage, entrance, staircase etc of the building, which are being reserved for the common use of all the occupants of the building.
11. That the PURCHASER shall use the Schedule 'B' Apartment for residential purpose alone and shall not use the same for any other purpose.

12. That the PURCHASER or his successors shall not let out the Schedule 'B' Apartment by any manner for running paying guest accommodation, hostel or other commercial activities.
13. That the PURCHASER shall not make any addition or alterations to the Schedule 'B' Apartment or any part thereof without obtaining prior permission of the VENDOR or the Association as the case may be.
14. The PURCHASER shall not close the balconies and they shall not alter the exteriors of the Schedule 'B' Apartment and exterior color scheme of the Apartment.
15. That since the project consists of 3 (three) blocks Viz Redbricks Palm Hills (Block-A), (Block-B) and (Block-C), the said 3 (three) Blocks were provided with a common swimming pool, gymnasium, club house, children play areas and other common facilities available for all 3 (three) Blocks and hence the PURCHASER shall not object the user of these common facilities by the owner/lawful occupier of any of these blocks.
16. That the PURCHASER shall not throw dirt/rubbish/ garbage or other waste in and around the "Schedule Properties" and shall keep the same neat and clean.
17. That the air conditioners, dish T. V. etc shall be installed at the space provided for the said purpose alone. The PURCHASER shall not be entitled to alter their positions

without the consent of the VENDOR or the Association as the case may be.

18. That the VENDOR, the PURCHASER and other units buyers, who acquire various units in the "Redbricks Palm Hills (Block-A), (Block-B) and (Block-C)" Apartment building will be referred to as co-unit owners and it is hereby agreed that all the co-unit owners shall jointly submit the Schedule 'A' Property and the Apartment Building to the provisions of Karnataka Apartment Ownership Act, 1972 by executing and registering Deed of Declaration in this regard and they shall enjoy all passages, lobbies, staircases, roads, electric or telephone lines, water lines, sewage lines and other common areas and facilities will belong to co-unit owners.
19. That the PURCHASER shall not damage the common walls; ceiling of the building situated in the Schedule land.
20. That upon formation of Redbricks Palm Hills Block 'A', 'B' & 'C' Apartment Owners Association and shall be competent enjoy all those common areas and facilities of Redbricks Palm Hills (Block-A), (Block-B) and (Block-C). Hence on handing over the administration to the Association, the rights and liabilities of the administration shall belong to the Association itself and the VENDOR shall not be in any way liable or responsible for the same. Further the elected office bearers shall take necessary steps to obtain the registration of the Association before the Societies Registrar and the VENDOR shall not be held responsible for the non-registration of the Association.

21. That the PURCHASER shall further be entitled to enjoy the common areas and facilities and the undivided right in the Schedule 'A' Property along with others, who have remaining undivided interest in the building situated in the Schedule 'A' Property.
22. That by virtue of this deed the PURCHASER shall be entitled to become the member of the Association of the Apartment Owners Redbricks Palm Hills Block 'A', 'B' & 'C'.
23. That the PURCHASER hereby declares that they will hold and enjoy the 'B' Schedule Apartment, subject to the provisions of the Karnataka Apartment Ownership Act 1972 and the amendments made thereto and that the PURCHASER will strictly comply with the covenants and restrictions that would be set forth in the Deed of Declaration to be executed and the Bylaws forming part thereof.
24. That the PURCHASER shall be bound to pay monthly maintenance to the VENDOR until the Association of Apartment Owners is floated and after the formation of the Association, the same shall be paid to the Association. In case of default of such payment the amount demanded shall be the first charge on the Schedule 'B' Apartment and recoverable from the PURCHASER. Further, in case if the PURCHASER fails to pay the monthly maintenance in time, the VENDOR or the Association may be at liberty to withhold the amenities to the Schedule 'B' Apartment.

25. That the PURCHASER shall not be entitled to sever the undivided right in the Schedule 'A' property from the enjoyment of the Schedule 'B' Apartment and shall enjoy the same along with the Apartment as a single independent unit.
26. That the VENDOR undertakes to keep the PURCHASER harmless and indemnified against all loss and damages that may be sustained by the PURCHASER due to any defect in the title to the "Schedule Properties" or on account of any subsisting liability upon the "Schedule Properties" or due to the breach by the VENDOR of the several covenants, representations assurances, herein contained.
27. That the clerical, arithmetical or typographical mistakes or errors arising in from any accidental, slip or omission shall not affect the validity of this Instrument and the PURCHASER shall be entitled to get the same duly rectified through the VENDOR.
28. That the VENDOR shall execute any further document such as Rectification Deed, Supplemental Deed or any other necessary Deed to rectify any mistake that may be found in this instrument and/or to confirm the conveyance of absolute title of the "Schedule Properties" in favour of the PURCHASER.

SCHEDULE 'A'

(DESCRIPTION OF THE PROPERTY)

Non-agricultural immovable properties situated at **PADAVU VILLAGE** of Mangalore Taluk, D. K. District, within the limits

of Mangalore City Corporation and within the registration sub district of Mangalore City and comprised in: -

Item No.	Survey Number	Kissam	Extent A – C
1	168-1 (full)	Converted	0-14
2	168-3 (full)	Converted	0-15
3	168-4 (full)	Converted	0-96
4	168-2 (full)	Converted	0-67
5	96-1 (North portion)	Converted	0-08
		Total	2-00

Above mentioned two acres land with all easement and Mamool rights appurtenant thereto.

Boundaries: -

Item No. 1: (full)

North:	Survey Line and Kudupu Village Boundary.
South:	Sy. No. 168/3 Viz. Item No. 2 Property.
East:	Sy. No. 168/2 Viz. Item No. 4 Property.
West:	Road.

Item No. 2: (full)

North:	Sy. No. 168/1, Viz. Item No. 1 Property.
South:	Sy. No. 96/1, Viz. Item No. 5 Property.
East:	Sy. No. 168/4, Viz. Item No. 3 Property.
West:	Road.

Item No. 3: (full)

North:	Sy. No. 168/2 Viz. Item No. 4 Property.
South:	Sy. No. 96/1 Viz. Item No. 5 Property.
East:	Sy. No. 168/5.
West:	Sy. No. 168/3 Viz Item No. 2 Property.

Item No. 4: (full)

North:	Survey Line and Kudupu Village Boundary.
South:	S. No. 168/4, Viz. Item No. 3 Property.

East:	Sy. No. 168/5.
West:	Sy. No. 168/1, Viz. Item No. 1 Property.
Item No. 5: (north portion)	
North:	Sy. Line, Viz. Item No. 3 Property.
South:	Portion of the same Sy. No.
East:	Survey Line.
West:	Road.

SCHEDULE 'B'
(DESCRIPTION OF THE APARTMENT)

2BHK Residential Apartment bearing **Apartment Number** ____ (Door Number ____) on the ____ **floor** of the multi-storied Residential Apartment commonly known as **REDBRICKS PALM HILLS (BLOCK-B)**, measuring ____ square feet plinth area and ____ square feet i.e. ____ square meters super built up area, together with ____ %undivided right, title and interest in the Schedule 'A' Property and similar undivided right in the common areas and facilities. The Apartment unit is more fully shown in the sketch annexed to this Indenture of Sale.

**PARTICULARS FURNISHED UNDER RULE 19 OF THE KARNATAKA
STAMP RULES**

1. Area of the land and its boundaries.	As stated above
2. Plinth area of the structure and number of floors	____ square feet super built up area
3. Materials used for Roof, Floor, Windows, Wood.	RCC roof, Vitrified Tiles, iron window, Forest wood.
4. Year of construction	Under construction

5. Amenities provided	Electricity and tap water
6. Market value	Rs. _____/-

IN WITNESS WHEREOF, the parties hereto have signed this **INDENTURE OF SALE** on this the _____ at Mangalore.

VENDOR

PURCHASER

Witnesses:-

1

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Drafted by: _____, Advocate, Mangalore – 1