

**DRAFT PERFORMA OF DEED OF SALE OF APARTMENT
FORRs./- (RUPEES ONLY)**

THIS DEED OF SALE is executed by:

1. **Mr. S. JANARDHANA HOLLA**, son of Mr. S. Ramakrishna Holla, aged about 51 years, residing at A2, Someshwara Apartments, Shivabagh, Kadri, Mangalore – 575 002.

2. **SOMESHWARA PROMOTERS AND DEVELOPERS**, a partnership firm having its office at A2, Someshwara Apartments, Kadri Shivabagh, Mangalore represented by its Managing Partner Mr. S. JANARDHANA HOLLA, son of Mr. S. Ramakrishna Holla, aged about 51 years, residing at A2, Someshwara Apartments, Shivabagh, Kadri, Mangalore – 575 002

hereinafter collectively called the 'VENDORS' of the one part,

IN FAVOUR OF

hereinafter called as the 'PURCHASER' of the other part.

The expressions 'VENDORS' and 'PURCHASER' shall mean and include their heirs, legal representatives, executors, administrators, successors and assigns;

WHEREAS the property morefully described 'A' schedule herebelow was acquired by VENDORS No.1 herein by virtue of Partition deed dated registered as document No. in Book I; MGCD in the office of the Sub

Registrar, Mangalore City and accordingly, the VENDOR herein is holding and enjoying the property mentioned above with actual possession as absolute owners as set out above and said property held by VENDOR No.1 is morefully described in schedule 'A' herebelow; hereafter referred to as 'A' schedule property.

AND WHEREAS the VENDOR No.1 got permission to use the 'A' Schedule property for nonagricultural purpose as per as per endorsement dated 4.5.2007 of Tahsildar, Mangalore Taluk in Ref. No.A.Dis.LNA.CR. 115/2007-08

AND WHEREAS the VENDOR No.1 has obtained single site approval order from Mangalore Urban Development Authority in respect of 'A' schedule property vide order dated in Ref. No. MNG/NYS/Residential Layout/

AND WHEREAS the said Vendor No. 1 engaged the VENDOR No.2 for the purpose of developing the 'A' schedule property by constructing a multi-storied apartment building in the 'A' schedule property and accordingly, the Vendor No.1 has obtained building licence from the City Corporation, Mangalore dated 26/12/2017 in Ref.No. H7/BA/08/2017-18 Ka.Ni.P.A.34/2017-18 and commenced construction of the building therein.

AND WHEREAS the VENDORS have submitted the schedule 'A' property to the provisions of Karnataka Apartment Ownership Act, by executing a Deed of Declaration dated registered as Document No. in Book I MGCD in the office of the Sub Registrar of Mangalore Cityand as such, the VENDORS have dedicated the 'A' schedule property for the

construction of the residential apartments complex and the individual apartments in the said complex will be held on ownership right by the intending buyers along with undivided interest in the Schedule 'A' land as proportionately determined and fixed in the aforesaid Deed of Declaration and the particulars of which are given in the aforesaid Deed of Declaration and the said complex is named as **'SOMESHWAR VISTA'**. The details of common areas and facilities and other required particulars of the building complex are furnished in the said deed of Declaration. The said project is registered before the Competent Authority under RERA Act vide Registration No.

AND WHEREAS, the VENDOR No.1 is now competent to dispose of individual apartments in the said building together with proportionate interest in land and common areas and facilities as set out in the said Deed of Declaration in favour of any intending PURCHASER.

AND WHEREAS the apartment morefully described in schedule 'B' herebelow is one among the apartments in the said building and can be enjoyed on ownership basis with undivided share in land and common area and facilities as an unit of property capable of being held, owned and enjoyed, transferred and inherited like any other immovable property and the said apartment held on ownership with undivided share in land and common areas and facilities is morefully described in schedule 'B' herebelow and hereafter referred to as schedule 'B' property.

AND WHEREAS the VENDORS have decided to dispose of schedule 'B' property for a fair price and the PURCHASER herein on coming to

know of the intension of the VENDORS became desirous of purchasing the same.

AND WHEREAS various terms and conditions regarding sale have been mutually discussed and are agreed to between the parties;

NOW THEREFORE, this Deed of Sale is executed and witnesseth as follows:-

1. In consideration of the PURCHASER paying to VENDORS the total consideration of Rs./- (Rupees Only) as set out here below, the VENDORS do hereby convey, sell, transfer and assign the schedule 'B' property unto the PURCHASER to be held and enjoyed by the PURCHASER absolutely and forever without any let, claim or hindrance by or on behalf of the VENDORS.
2. The consideration amount referred to above, has already been paid by the PURCHASER to the VENDORS by several cheques and the VENDORS hereby admit the receipts of the same and acknowledge that the entire consideration is received in full quittance.
3. The PURCHASER have this day put in actual possession of the schedule 'B' property and shall hereafter hold and enjoy the same absolutely without any let, claim or hindrance by or on behalf of the VENDORS.
4. The VENDORS hereby covenant with the PURCHASER that the VENDORS are the owners of the schedule 'B' property hereby conveyed and that the VENDORS have the power to sell the same and that the schedule 'B' property is free from all encumbrances,

attachment, injunction order whatsoever. On this assurance and representation of the VENDORS, the PURCHASER has purchased the schedule 'B' property.

5. The VENDORS hereby further covenant with the PURCHASER that the schedule 'B' property conveyed shall be enjoyed by the PURCHASER without any let, claim, interruption or disturbance by the VENDORS or any other person or persons claiming through or under the VENDORS.
6. On the strength of this deed the PURCHASER is entitled to have the Revenue Khatha, Record of Rights, Corporation Khatha MESCO meter with deposit and such other property registers with public authorities transferred in his/her name and enjoy the schedule 'B' property as his/her own and is competent to hold and enjoy the schedule 'B' property on ownership basis as an independent unit of property capable of being held owned, enjoyed, transferred and inherited like any other immovable property.
7. By virtue of this deed, the PURCHASER shall be entitled to become member of the Association of Condominium and participate in the management and administration of the Association of the Condominium.
8. The PURCHASER hereby declare that he/she will hold and enjoy the said schedule B property subject to the provisions of the Karnataka Apartment Ownership Act 1972 and the amendments made thereto and that he/she will strictly comply with covenants

and restrictions set forth in the aforesaid Deed of Declaration and the bye laws forming part thereof.

9. Clerical, arithmetical or typing mistakes, omissions or errors arising in this sale from any accidental slip or inadvertence shall not affect the absolute title in respect of the subject-matter hereby conveyed in favour of the PURCHASER and the PURCHASER shall always be entitled to get such mistakes or errors duly rectified and corrected at his/her cost, with the co-operation of the VENDOR.

SCHEDULE 'A'
DESCRIPTION OF PROPERTY

Non-agricultural immovable property held on warg right, situated in Padavu Village of Mangalore City within Mangalore City Sub Registration District of D.K. District and comprised in:

<u>Item</u>	<u>S.No.</u>	<u>Kissam</u>	<u>Extent</u>	<u>Which portion</u>
	<u>A.C</u>			
1.	113-7P2-p1	converted	0-0.3.90	Eastern Middle Portion)
2.	113-11P5	converted	0-05.00	South Middle Portion)
3.	113-11P2	converted	0-11.00	Middle Southern Portion)
4.	113-7P2-p2	converted	0-01.50	North Middle Portion)
5.	113-11P4	converted	0-08.50	South Eastern Middle Portion)
6.	113-8	converted	0-06	North Eastern Portion)
7.	113-7PI	converted	0-13.00	Southern Portion)
8.	113-8P1	converted	0-06.00	Southern and Western Portion)
9.	113-11P1	converted	0-02.25	South Western Portion)
10.	113-11PI	converted	0-01.60	Western Southern Middle Portion)

11.	113-11PI	converted	0-09.73	Southern Portion)
12.	113-5	converted	0.97	Northern Portion)
13.	113-5	converted	0.96	Southern Portion)***

*** together form compact block.

BOUNDARIES 1 TO 5:

North : The remaining portions of S. No. 113-11 and 113-7

South: S. No. 113-8 and the remaining portion of S.No. 113-11 and
S.No. 113-7

East : S. No. 113-6

West : S. No. 113-8 and the remaining portion of S. No. 113-11.

BOUNDARIES 6:

North & East : S.No. 113-11

South & West : The remaining portion of S. No.

BOUNDARIES 7 TO 11:

North : Portions of S.No. 113-7, 113-8 and 113-11

South : Survey Sub Division Line

East : Survey Sub Division Line and portion of S.No. 113-8

West : Survey Sub Division Line and portion of S.No. 113-11

BOUNDARIES 12 TO 13 :

North : Survey line.

South: Survey Line.

East : Survey Line.

West : Survey Line.

with all mamool easementary rights appurtenant thereto including right
of way as stated in the previous title deed.

SCHEDULE 'B'
DESCRIPTION OF APARTMENT

Apartment No.bearing D.No.measuring sq.ft. super built up area on the Floor with car park space bearing No.on the floor of **“SOMESHWAR VISTA”** building together with undivided% interest in the common areas and facilities and undivided % interest in Schedule 'A' property. The floor plan and car park plan enclosed herein is part of this deed.

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

- | | |
|------------------------------------|--|
| 1. Area of the property | : As stated above. |
| 2. Super built of the structure. | : sq.ft.,
: and a car park |
| 3. Material used for wall and roof | : Stone wall, R.C.C. roof and
Vitrified flooring |
| 4. Special features | : AEH, Drainage and water supply
Facilities provided. |
| 5. Year of construction | : |
| 6. Market value of property | : Rs. /- |

IN WITNESS WHEREOF, the VENDOR has signed this Deed on thisday of2018 at Mangalore.

V E N D O R

WITNESSES:-

1.

2.

Drafted by:

Advocate, Kodialbail,
Mangalore- 575 003.