

SALE CUM CONSTRUCTION AGREEMENT

This **Sale Cum Construction Agreement** is made and executed on this _____ day of _____, Two Thousand and Seventeen (____.____.2017) at Bangalore,

BY AND BETWEEN

Sri.K.L.RAMESH,
S/o. Sri.K.R.L.Setty,
Aged about 70 Years,
Residing at No.60/38, 40th Cross,
8th Block, Jayanagar,
Bangalore -560 082

Hereinafter referred to as the **"OWNER"** (Which expression wherever the context so requires shall mean and include him and his heirs, executives, successors and assigns etc.,) of the **FIRST PART**;

AND

M/s SB URBANSCAPES
A partnership firm
Having its office at No.286,
4th Cross, 8th Main,
J P Nagar, Bangalore.

Represented by its Managing Partner
Mr.RAJAGOPAL DESU,
S/o. Late D.Venkateswarulu,
Aged about 41 years

Hereinafter referred to as the **"DEVELOPER"** (Which expression wherever the context so requires shall mean and include its Partners, Executives, successors-in-interest and assigns etc.,) of the **SECOND PART**;

AND

1. **MR.** _____, S/o _____, aged about _____ years; residing at _____
PAN:
Email:
2. **MR.** _____, S/o _____, aged about _____ years; residing at _____
PAN:
Email:

Hereinafter referred to as the **"PURCHASER/S"** (which term wherever the context so requires shall mean and include his/her/their heirs, successors, legal representatives, administrators, executors and assigns etc.,) of the **THIRD PART:**

In this Agreement, if the context so demands, the reference to : (i) male gender shall mean and include the female and neutral gender and vice versa; (ii) singular shall mean and include plural and vice versa and (iii) reference to living person shall mean and include body corporate, a partnership firm and or any other artificial person.

WHEREAS, the land bearing Sy.No.44/1A measuring 2 acres 34 guntas and Sy.No.44/1B measuring 01 acre 03 guntas, both situated at Yelechenahalli Village, Uttarahalli Hobli, Bangalore South Taluk belongs to Sri.Venkatappa, Sri Y.V.Nanjundappa S/o. Sri.Venkatappa and Sri. Y.V.Annaiiah S/o. Sri.Venkatappa.

WHEREAS, the aforesaid three persons have effected Partition in respect of the aforesaid two properties along with their other properties owned by them on 2nd November 1959 and they have also reduced the terms of Partition into writing with regard to division of the aforesaid properties by way of a Partition Deed dated 02.11.1959 which document came to be registered as document No.3538 of 1959-60, Volume No.1140, at pages 166 to 173 of Book-I, at the office of the Sub-Registrar, Bangalore South Taluk.

WHEREAS, in the aforesaid Partition, the land bearing Sy.No. 44/1A, situated at Yelechenahalli Village, Uttarahalli Hobli, Bangalore South Taluk measuring 2 acres 34 guntas was fallen to the exclusive share of Sri.Y.V.Nanjundappa S/o. Sri.Venkatappa.

WHEREAS, in the aforesaid Partition, the land bearing Sy.No. 44/1B, situated at Yelechenahalli Village, Uttarahalli Hobli, Bangalore South Taluk measuring 1 acre 3 guntas was fallen to the exclusive share of Sri.Y.V.Annaiiah S/o. Sri.Venkatappa.

WHEREAS, Sri.Y.V.Nanjundappa S/o. Sri.Venkatappa, along with his children have sold the land bearing Sy No.44/1A in favour of the OWNER herein under a Sale Deed dated 13th December 1982 which document came to be registered as Document No.402 of 1983-84, Volume No.1927 at pages 116 to 123 of Book-I at the Office of the Sub-Registrar, Bangalore South Taluk.

WHEREAS, Sri.Y.V.Annaiiah S/o. Sri.Venkatappa, along with his children have sold the land bearing Sy No.44/1B in favour of the OWNER herein under a Sale Deed dated 13th December 1982 which document came to be registered as Document No.403 of 1983-84, Volume No.1952 at pages 242 to 250 of Book-I at the Office of the Sub-Registrar, Bangalore South Taluk; and

WHEREAS, the OWNER in order to use the aforesaid lands bearing No.44/1A and 44/1B for the residential use made an application for change of land use namely from agricultural to non-agricultural residential use to the Deputy Commissioner, Bangalore and the said authority was pleased to grant the permission for change of land use namely from agricultural to non-agricultural use by its order bearing

Sy.No.ALN.(S)(U)SR 25/2010-11, dated 07.05.2010. Thus the nature of the and bearing SY No.44/1A and 44/1B is being changed from agricultural to non-agricultural use; and

WHEREAS, the OWNER in order to effectively develop a portion of land in Sy.No.44/1A measuring 01 acre 25 guntas out of 2 acres 34 guntas and Sy.No.44/1B measuring 01 acre 03 guntas, totally ad-measuring 1,17,612 sq.ft approximately, which is more fully described in the schedule written hereunder and herein after referred to as the 'SCHEDULE A PROPERTY' entered into Development Agreement dated 13/05/2013 registered as Document No.1413/213-14 in Book 1 stored in CD No.BSGD209 in the office of the Sub-Registrar, Basavanagudi, Bangalore with the SECOND PARTY. In pursuance of the Development Agreement, the First Party executed General Power of Attorney registered as Document No.63/2013-14 in Book 4 stored in CD No.BSGD209 in the office of the Sub-Registrar, Basavanagudi, Bangalore. The above named Owner and the Developer for the purpose of identification have named the said construction/project as "SKANDA LAKE FRONT".

WHEREAS as per the terms and conditions of the said Joint Development Agreement dated 13/05/2013, the Developer has obtained the building plan duly approved from the office Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/_____ dated _____, for construction of multi-storied residential building in the SCHEDULE A PROPERTY.

WHEREAS subsequently, the Owner and the Developer above named executed and entered into a Supplemental Agreement on _____for sharing the apartments to be constructed in the Schedule A Property. Accordingly, _____ Apartments have fallen to the share of the Owner herein and _____ apartments have fallen to the share of the Developer herein.

WHEREAS in terms of the Joint Development Agreement dated 13/05/2013 and approved building plan, the Developer has commenced the construction of multi storied residential building in Schedule A Property and BBMP has granted the commencement certificate to develop the Project vide. approval dated _____ bearing No._____.

WHEREAS the Developer has registered the said Project known as "SKANDA LAKE FORNT" under the provisions of the Act with the Real Estate Regulatory Authority at _____ No._____ on _____ under registration.

WHEREAS the Developer has formulated a scheme for construction and sale of the apartments in the said project in terms of which any person/s desirous of owning/purchase of an apartment, is/are required to verify the title deeds and documents of the Schedule A Property and after having satisfied with the marketable title of the Schedule A Property, entitled to identify a particular apartment of his/her/their choice and upon such identification of the apartment, enter into agreement to purchase the said apartment upon the terms, conditions and covenants contained in this Agreement.

Accordingly the Purchaser/s after having satisfied with the marketable title of the Owner with respect to Schedule 'A' Property and right of the Developer to construct and sell the apartments, has/have come forward to purchase an undivided share of interest in land in Schedule A Property, specified in Schedule B hereunder written and hereinafter referred to as Schedule B Property, which is agreed to be held/owned along with the apartment chosen by the Purchaser/s, which is more fully described in the Schedule C hereunder written and hereinafter referred to as the Schedule C Property, which is agreed to be constructed / constructed by the Developer in terms of this agreement.

After due deliberation, the Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the Schedule B Property and Schedule C Property for the consideration mentioned in the Annexure A, i.e., payment schedule, free from all kinds of encumbrances subject to the terms, conditions and stipulations recorded by way of this Agreement.

NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

1. CONSIDERATION AND TERMS OF PAYMENT:

- a. The Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the Schedule 'B' And 'C' Property for a sum mentioned in Annexure 'A' appended hereto and the Purchaser/s has/have agreed to pay the said sale consideration in a phased manner as specified in Annexure 'A'.
- b. The Purchaser/s shall in addition to payment of cost of construction, pay proportionate cost of external electrification, sanitary work and connection charges, deposits, pro rata charges payable to BWSSB, Bangalore Electricity Supply Company/ Karnataka Power Transmission Corporation Ltd., Cable, Transformer and Ring Main Unit charges, pro-rata charges, line estimation, supervision charges, service charges, meter deposits and charges for works executed on DCW basis and all other departmental charges, GST and all other taxes applicable as on this day or hereafter till delivery of possession of the completed apartment, and incidental expenses for providing permanent connections of electricity, other utilities and facilities to Schedule 'A' Property as and when demanded by the DEVELOPER as stipulated in Annexure 'A'. In the event, if the Government varies the rate of GST and or otherwise imposes any new taxes or Levies etc., with respect to construction and sale of apartments, in future, the amount agreed to be paid by the PURCHASER/S under this agreement, towards these heads will be varied accordingly. The PURCHASER/S herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Karnataka Power Transmission Corporation Ltd./Bangalore Electricity Supply Company (BESCOM), Bruhat Bangalore Mahanagara Palike/BDA and other Authorities as required by the DEVELOPER.