

SALE AGREEMENT

THIS AGREEMENT OF SALE is made and entered on this Day ofTwo Thousand Twenty (XX.XX.XXXX) at Bangalore.

BETWEEN :-

1. **Mr/Mrs.**, Aged about ... Years,
W/o,D/o,S/o Mr.,
Residing at:
Aadhar No.

Represented by their Registered General Power of Attorney Holder

M/s. SUYUG CONSTRUCTION,

A Partnership firm having its registered office at No.19, B. Hosahalli Road, Sompura Gate, Sarjapura Main Road, Bengaluru - 562125. Represented by its Managing Partner Mr.Yathish.

Herein after called and referred to as **VENDOR/S.**

(Which term shall mean and include their legal heirs, successors, assignees, legal representatives, executors, administrators and etc.,) of the **ONE PART:**

AND

IN FAVOUR OF

Herein after called and referred to as **PURCHASER.**

(Which term shall mean and include their heirs, assignees, legal representatives, executors and administrators) of the **OTHER PART:**

WHEREAS the vendors are absolute owners in possession and enjoyment of the Apartment known as **The 1**, bearing **Flat Bearing No.**, in**Floor, Measuring Sq. Ft super built up area and undivided share of**, constructed out of old Sy.No.27/5 new Sy.No.27/1 and 27/2, 22/12, duly converted vide Order Letter No. Dated:, issued by Deputy Commissioner, Bangalore, Situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District - 562125, which is more fully described in the Schedule hereunder and hereinafter it will be referred to as the "**SCHEDULE PROPERTY**".

Originally the land bearing Sy.No. 27, measuring an extent of 4 Acres 28 Guntas of Sompura Village, Sarjapura Hobli, Anekal Taluk were belongings to one Mr. Imam Sabi, S/o. Mustan Sab. He has sold the entire extent of 4 Acres 28 Guntas, in Sy.No.27, in favour

of one Mr. Muniga, S/o. Thotibasava, vide doc No., 1510/26-27, of Book No.1, volume 316, Pages 12-15, Dated: 07.04.1927.

Whereas the said Mr. Thoti Muniga @ Kaka, S/o. Thotibasava, sold the entire extent of 4 Acres 28 Guntas in Sy.No.27 of Sompura Village, Sarjapura Hobli, Anekal Taluk in favour of Mr. Madappa, S/o. Venkatappa, vide doc No. 1080/37-38, of Book NO.1, Volume 448, Pages 15-16, Dated: 27.01.1938.

Whereas the said Mr. Madappa, S/o. Venkatappa, executed registered sale deed in respect of 4 Acres 28 Guntas in Sy.No.27, in favour of Mr. Siddareddy, S/o. Channappa, vide doc No. 272/1975-76, of Book No. 1, Volume 545, Pages 33-34, Dated: 06.08.1945.

Whereas the said Mr. Siddareddy, S/o. Channappa, inturn executed sale deed in favour of Mr. Madappa, S/o. Venkatappa, vide doc No.1534/46-47, of Book No.1, Volume 553, Pages 140-142, Dated: 08.04.1946. in respect of Sy.No.27, measuring 4 Acres 28 Guntas.

Whereas the above said Madappa died on 15.02.1972, leaving behind his wife Mrs. Venkatamma and Children namely Mr. Srinivasa Reddy, Mrs. Kanakamma, Mrs. S.M.Shanthamma, Mr. S.M.Madhavareddy, Mr. S.M.Jayarama Reddy, Mr. S.M.Narayanareddy, Mrs. Indramma, Mrs. Lakshmiddevamma to succeed his estates.

Subsequently first son namely Srinivasa Reddy also died leaving behind his wife Mrs. Lakshamma and children namely Mrs. Mamtha, Mr. Babu and Mrs. Aruna to succeed his estates.

Further said Mrs. Venkatamma, W/o. Late. Madappa, Mrs. Lakshamma, W/o.Late. Srinivasareddy, Mr. Mahadevareddy, S/o. Late. Madappa, Mr. S.M.Jayaramareddy, S/o. Late. Madappa and Mr. S.M.Narayanareddy, S/o. Late. Madappa jointly entered into Partition Deed, Dated: 27.06.1990, as per partition deed

Mrs. Lakshamma and Mr. Babu Reddy, family members of Late. Srinivasareddy was allotted 1 Acre in Sy.No.27, along with other properties as 'A' Schedule.

Mr. S.M.Jayaramareddy was allotted 1 Acre in Sy.No.27, along with other properties as 'C' Schedule.

Mr. S.M.Narayanareddy was allotted 2 Acres 27 Guntas in Sy.No.27 along with other properties as 'D' Schedule.

Accordingly katha of the property was mutated in the name of

Mr. S.M.Narayanareddy, vide Mutation Registrar No. 12/93-94.

Mrs. Lakshamma and Mr. Babu Reddy, Vide Mutation Registrar No. 6/96-97.

Mr. S.M.Jayarama Reddy, vide Mutation Registrar No. 6/96-97.

Whereas the said S.M.Narayanareddy being absolute owner in possession and enjoyment of the property bearing Sy.No.27, measuring 2 Acres 27 Guntas, Mr. S.M.Narayanareddy and his minor sons namely Mohan and Manohar represented by their father Mr. Narayanareddy, conveyed 5 Guntas out of 2 Acres 27 Guntas in favour of Mrs. Anitha Kamath, and retain 2 Acres 22 Guntas in Sy.no.27, vide Sale Deed No. Doc No. ANK-1-04181-2004-05, of Book No.1, Stored in CD No. ANKD32, Dated: 10.06.2004, registered

in the office of Sub Registrar Anekal. Accordingly katha of the property was mutated in the name of Mrs. Anitha Kamath vide Mutation Register No. 14/2004-05.

Whereas Sy.No.27 was phoded and renumbered as Sy.No.27/1 and 27/2, Sy.No.27/1, measuring 4 Acres 22 Guntas was assigned in the name of Mr. babu Reddy, Mr. S.M.Narayana Reddy, Mr. S.M.Jayaramreddy, Mrs. Lakshmamma and others. And Sy.No.27/2, measuring 5 Guntas was assigned in the name of Mrs. Anitha Kamath.

Subsequently the said S.M.Narayanareddy died on 06.07.2009, leaving behind his wife Mrs. Bharathamma and children namely Mr. Mohan and Mr. Manohar to succeed his estates, accordingly katha of the property was mutated in their name jointly, vide Mutation Registrar no. 24/2010-11.

In the mean time Sy.No.27/1 was phoded and renumbered as Sy.No. 27/1, 27/3, 27/4 and 27/5. Sy.No.27/5, measuring 2 Acres 2 Guntas, was assigned in the name of Mrs. Bharathamma, Mr. Mohan and Mr. Manohar.

Whereas Daughters and their children of Late. Madappa, namely Mrs. Shanthamma, Mrs. S.M.Lakshmidevi, Mrs. Indramma, Mr. Chandramouli, Mrs. Padmavathi, Mrs. Lalita and Mrs. Vani have jointly executed Release Deed in favour of Mrs. Lakshmamma, Mrs. Mamatha, Mr. Babureddy, Mrs. Aruna, Mr. S.M.Mahadevappa, Mrs. Bharathamma, Mr. Mohan and Mr. Manohar, releasing their right, title and interest over their ancestor property belongs to Late. Madappa, vide Release Deed No. CMP-4-00386-2014-15, of Book No. 4, Stored in CD No. CMPD123, Dated: 14.11.2014, registered in the office of Sub Register Chamarajpet, in respect of Sy.No.27/1, measuring 2 Acres 10 Guntas, Sy.No.27/2, measuring 5 Guntas, Sy.No.27/3, measuring 5 Guntas, Sy.No.27/4, measuring 5 Guntas, Sy.No.27/5, measuring an extent of 2 Acres 2 Guntas along with other properties.

Whereas said Mrs. Bharathamma, Mr. Mohan and Mr. Manohar being absolute owners of the property bearing Sy.No.27/5, measuring 2 Acres 2 Guntas, applied for conversion from agriculture to non agricultural residential purpose and got converted vide Official memorandum Order No. ALN(A)(S)SR 189/12-13, Dated: 03.01.2013, issued by Deputy Commissioner, Bangalore.

Whereas Mohan.S.N, Rajini.R, Janavi Reddy, Manohar.S.N, Manjula.H.R, HItanshi.M.Reddy, Rajini.R and Manjula.H.R, executed registered General Power of Attorney in favour of M/s. Suyug Constructions, represented by its Partner Mr. S.Yathish, in respect of Sy.No.27/5, New Sy.No.27/1, measuring 2 Acres 2 Guntas, vide Doc SRJ-4-00506-2023-24, of Book No.4, Dated: 05.12.2023, registered in the office of Sub Registrar Sarjapura.

Whereas the above said Mohan.S.N, Rajini.R, Janavi Reddy, Manohar.S.N, Manjula.H.R, HItanshi.M.Reddy, Rajini.R and Manjula.H.R, executed registered Joint Development Agreement in favour of M/s. Suyug Constructions, represented by its Partner Mr. S.Yathish, in respect of Sy.No.27/5, New Sy.No.27/1, measuring 2 Acres 2 Guntas, Doc

No. SRJ-1-08082-2023-24, of Book No.1, Dated: 05.12.2023, registered in the office of Sub Register Sarjapura.

In respect of Sy.No.27/2, measuring 5 Guntas, Situated at: Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore District.

Whereas the said S.M.Narayanareddy being absolute owner in possession and enjoyment of the property bearing Sy.No.27, measuring 2 Acres 27 Guntas, Mr. S.M.Narayanareddy and his minor sons namely Mohan and Manohar represented by their father Mr. Narayanareddy, conveyed 5 Guntas out of 2 Acres 27 Guntas in favour of Mrs. Anitha Kamath, and retain 2 Acres 22 Guntas in Sy.no.27, vide Sale Deed No. Doc No. ANK-1-04181-2004-05, of Book No.1, Stored in CD No. ANKD32, Dated: 10.06.2004, registered in the office of Sub Registrar Anekal. Accordingly katha of the property was mutated in the name of Mrs. Anitha Kamath vide Mutation Register No. 14/2004-05.

Whereas Sy.No.27 was phoded and renumbered as Sy.No.27/1 and 27/2, Sy.No.27/1, measuring 4 Acres 22 Guntas was assigned in the name of Mr. babu Reddy, Mr. S.M.Narayana Reddy, Mr. S.M.Jayaramreddy, Mrs. Lakshamma and others. And Sy.No.27/2, measuring 5 Guntas was assigned in the name of Mrs. Anitha Kamath.

Whereas the said Mrs. Anitha Kamath sold 5 Guntas in Sy.No.27/2, in favour of Mr. A.N.Nagaraju, vide Sale Deed No. ANK-1-11233-2005-06, of book No.1, Stored in CD No. ANKD86, Dated: 26.11.2005, registered in the office of Sub Registrar Anekal. Accordingly katha of the property was mutated in the name of Mr. A.N.Nagaraju.

Whereas said Mr. A.N.Nagaraju executed registered sale deed in favour of Mr. Y.Sriramulu, in respect of 5 Guntas in Sy.No.27/2, vide Sale Deed No. ANK-1-23858-2006-07, of Book No.1, Stored in CD No. ANKD168, Dated: 18.10.2006, registered in the office of Sub Registrar Anekal, accordingly katha of the property was mutated in the name of Mr. Y.Sriramulu, vide Mutation Register No.25/2006-07.

Whereas said Mr. Y.Sriramulu executed registered sale deed in favour of Mr. C.R.Manohar, in respect of 5 Guntas in Sy.No.27/2, vide Sale Deed No. SRJ-1-01452-2007-08, of book No.1, Stored in CD No. SRJD5, Dated: 05.09.2007, registered in the office of Sub Registrar Sarjapura, accordingly katha of the property was mutated in the name of Mr. C.R.Manohar, vide Mutation Registrar No. 22/2007-08.

Further said Mr. C.R.Manohar, executed registered sale deed in favour of Mr. K.C.Somashekar, in respect of 5 Guntas in Sy.No.27/2, vide Sale Deed No. SRJ-1-03915-2010-11, of Book No.1, Stored in CD No. SRJD56, Dated: 20.01.2011, registered in the office of Sub Registrar Sarjapura, accordingly katha of the property was mutated in the name of Mr. K.C.Somashekar, vide Mutation register No. 28/2010-11.

Subsequently said Mr. C.R.Manohar, being absolute owner in possession and enjoyment of property bearing Sy.No.27/5, measuring 5 Guntas applied for conversion from

agriculture to non agricultural residential purpose and got converted vide Official Memorandum order No. ALN(A)(S)SR 358/2011-12, dated: 12.04.2012, issued by Deputy Commissioner, Bangalore.

Whereas said Mr. C.R.Manohar, executed registered sale deed in favour of Mr. K.C.Jayaprakash, vide Sale deed No. SRJ-1-06694-2012-13, of Book No.1, Stored in CD NO. SRJD120, Dated: 14.03.2013, registered in the office of sub Registrar Sarjpura, in respect of Converted Sy.No.27/2, measuring 5 Guntas.

Whereas Said K.C.Jayaprakash executed registered sale deed in favour of M/s. Suyug Constructions, represented by its designated partner Mr. S.Yathish, vide Doc no. SRJ-1-05431-2023-24, of book No.1, Dated: 21.09.2023, registered in the office of Sub Register Sarjapura, in respect of Sy.No.27/2, measuring 5 Guntas.

Thereafter said Mrs. Sabitha.P.G and Mrs. G.Babitha as Land Owners and M/s. SRS Builders and Developers, represented by its Managing Partners Mr. Kotamreddy Saikumar Reddy , Mr. Yugandar Sagar.K and Mr. Hemanth.R as Builder/Developer/ Promoter, entered into Supplementary Agreement/ Sharing Agreement, Dated: 21.08.2023, as per said the said Supplementary Agreement **Flat Bearing No. G6, in Ground Floor, Measuring 1073 Sq. Ft super built up area and undivided share of**, carved out of Schedule 'A' Property, was allotted to the share of Promoter/ Builder/ Developer who is the vendor herein.

WITNESS AS FOLLOWS:

Whereas the purchaser has sought for conveyance of the schedule B Property:

WHEREAS, the VENDOR who is in need of funds to meet thier family and legal necessities and also to invest, has agreed to sell the Schedule Property for a valuable sale consideration of **Rs.,000/- (Rupees Only)** and the PURCHASER has agreed to purchase the Schedule Property for the said price on the representation of the VENDOR that, the Schedule Property is purchased out of his own funds and the Schedule Property is free from Encumbrances, acquisition, litigations, minor & maintenance claims, etc., and accordingly the PURCHASER on the above said representations of the VENDOR, have agreed to purchase the Schedule Property on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In pursuance of the foregoing and in consideration of the price hereby reserved and the advance paid, the VENDOR hereby agree to sell and the PURCHASER hereby agreed to purchase the Schedule Property subject to the following conditions.

PRICE:

The present government market value total price payable by the PURCHASER to the VENDOR towards sale of the Schedule Property will be **Rs.,000/- (Rupees Only)**.

The PURCHASER has paid :-

1. **Rs.,000/- (Rupees Only)** by the way of

The VENDOR hereby accepts and acknowledges the receipt of the said sum of **Rs. 000/- (Rupees Only)** as advance Sale Consideration in the presence of the witnesses for sale of the Schedule Property in favour of the PURCHASER.

The PURCHASER has agreed to pay balance Sale Consideration amount of **Rs.,000/- (Rupees Only)** on the day of execution of Sale Deed by the Vendor in favour of the PURCHASER/ his nominee in respect of the Schedule Property.

TIME FOR COMPLETION:

The Sale shall be completed by registration of the Sale Deed within Days from the date of this agreement in favour of the purchaser / his nominee.

TITLE:

The VENDOR shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the PURCHASER.

The Sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind.

The VENDOR shall bear and pay all rates, taxes and cesses in regard to the Schedule property up to the date of sale.

The VENDOR hereby agreed to furnish all such documents which are necessary for the purpose of registration.

The VENDOR hereby assures that the Schedule Property is free from encumbrances, attachments and charges of any kind and undertakes that he will not create any charge or encumbrance on the Schedule Property and also will not enter into any agreement/s of whatsoever hereinafter.

OBLIGATIONS OF THE VENDOR :

The VENDOR hereby assure the PURCHASER, that for any reason of whatsoever, shall not demand any additional amount than the agreed Sale Consideration under this Agreement.

The VENDOR shall not create mortgage, charge etc., in respect of the Schedule Property and further shall not enter into Sale Agreement with any one.

The VENDOR has no objection to cause paper publication in any daily news paper regarding purchasing of the Schedule Property by the PURCHASER for calling any objections if any. In case any objections arise, the VENDOR undertake to resolve the same or refund the amount.

The Vendor hereby agreed and assures to provide the documents for the legal verification required by the purchaser's Advocate.

DOCUMENTS & POSSESSION:

The VENDOR this day delivered Photocopies of Documents of title relating to the Schedule Property to the PURCHASER. The VENDOR hereby undertakes to deliver physical vacant possession of the Schedule Property to the PURCHASER on the date of Registration of Absolute Sale Deed in favour of the PURCHASER.

TAXES AND OUTGOINGS:

The VENDOR shall bear and pay the rates, taxes, cesses and other outgoings relating to the Schedule Property up to the date of Sale.

EXPENSES:

The Stamp Duty and Registration expenses relating to the Sale Deed shall be borne and paid by the PURCHASER. The VENDOR shall bear and pay all expenses relating to making out a good and marketable title in regard to the Schedule Property.

NOMINATION:

The VENDOR shall execute Deed of Sale in regard to the Schedule Property either in the name of the PURCHASER and/or his nominee/s on the same terms and conditions as contained herein.

CONSEQUENCES OF BREACH:

In the event of breach of the terms of this agreement by either party the other party (aggrieved party) shall be entitled to specific performance of the Contract of Sale and for also recovery of all costs, damages, expenses and losses incurred by such aggrieved party, as consequences of such breach, from the party committing breach.

SCHEDULE 'A' PROPERTY

[COMPOSITE PROPERTY]

All the piece and parcel of the Properties bearing **Old Sy.No.27/5 new Sy.No.27/1, measuring 2 Acres 02 Guntas**, duly converted bearing Letter No. ALN(A)(S):SR:189/12-13 , Dated: 03.01.2013 and **Sy.No.27/2, measuring 05 Guntas** duly converted bearing bearing Letter No. ALN(A)(S):SR:358/2011-12, Dated:12.04.2012 issued by the Deputy Commissioner, Bangalore, **all together totally measuring 02 Acres 07 Guntas**, Situated at Sompura Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District – 562125, together with all rights appurtenances whatsoever whether underneath or above the surface, bounded as follows:

East by : Main Road
West by : Kada Agrahara Road,
North by : Sy.No.37/2 and Sy.No.38/2
South by : Sy. No. 27/1

SCHEDULE 'B' PROPERTY

(Description of undivided share, right, title, interest agreed to be conveyed)

An **undivided** share, right, title and interest of **Sq.Ft** in land comprised in the Schedule 'A' Property.

SCHEDULE 'C' PROPERTY

Apartment known as **THE 1**, constructed on the land covered by Schedule 'B' Property, including proportionate share of common area with the floors, ceiling and walls made up of Mosaic Flooring, Steel Windows and Honnewood, between Apartments jointly belonging to such Apartment Owners equally with one car parking in the basement with following particulars.

Flat / Unit No.	Floor	Area		Car Parking No.
		(Sq.Feet)	(Sq. Meters)	
xx	Ground Floor	xxxx		XX

In witness wherefore the parties herein affixed their respective signatures on the day month and year first above written at Bangalore.

WITNESSES:

1)

VENDOR

2)

PURCHASER