

SALE AGREEMENT

THIS AGREEMENT OF SALE is made and entered on this ____ day of _____, 2017, at Bangalore BY & BETWEEN;

1. **Mr. K. RAGHAVA REDDY**, aged about 71 years,
S/o.Late.H.Krishna Reddy,
Residing at Rabhya, No.25, 2nd Cross,
2nd Main, DRC Post, Brindavan Nagar, Bangalore 560029.
2. **Mrs.R.SABITHA**, aged about 61 years,
W/o.Mr.K. Raghava Reddy,
Residing at Rabhya, No.25, 2nd Cross,
2nd Main, DRC Post, Brindavan Nagar, Bangalore 560029.
3. **Mrs.SHALINI RAGHU**, aged about 41 years
W/o.Mr.C.Raghu,
Residing at Rabhya, No.25, 2nd Cross,
2nd Main, DRC Post, Brindavan Nagar, Bangalore 560029.
4. **Mrs.UDHAYA.R**, aged about 37 years
W/o.Mr.C.Ravi,
Residing at Rabhya, No.25, 2nd Cross,
2nd Main, DRC Post, Brindavan Nagar, Bangalore 560029.
5. **Mrs.ASHWINI.R**, aged about 34 years
W/o.Mr.Y.Sarvesha,
Residing at No.67, Sree Renuka Nilaya,
Near Lakshmi Temple, Koramangala, Bangalore 560095.

Vendor Nos. 2 to 5 are represented by their registered G.P.A. Holder Mr. K.RAGHAVA REDDY (the 1st person herein).

6. **Mr.T.G.MALLI REDDY**, aged about 58 years
S/o.Mr.T.N.Govinda Reddy,
Residing at No.442, 14th Cross, Lakkasandra,
Bangalore 560030.

Represented by their GPA Holder:-

M/s. H.N.VIJAYA RAGHAVA REDDY & COMPANY

Builders & Developers,

The Registered Firm, Having its Office at No.122/B,

5th Block, K.H.B. Colony, Koramangala, BANGALORE - 560 095.

Represented by its Managing Partner,

Mr. H.N.VIJAYA RAGHAVA REDDY, aged about 66 years,

S/o. Late H.R.Narayana Reddy.

Herein after called Party of the **"VENDORS"**

M/s. H.N.VIJAYA RAGHAVA REDDY & COMPANY

Builders & Developers,

The Registered Firm, Having its Office at No.122/B,

5th Block, K.H.B. Colony, Koramangala, BANGALORE - 560 095.

Represented by its Managing Partner,

Mr. H.N.VIJAYA RAGHAVA REDDY, aged about 66 years,

S/o. Late H.R.Narayana Reddy.

Herein after called the **BUILDER/DEVELOPER, OF THE FIRST PARTY**, which term shall mean and include her/their legal representatives, administrators, executors, assigns etc., of the ONE PART:

AND IN FAVOUR OF :-

Mr. _____, aged about ____ years,

S/o.

Residing at No.

Hereinafter referred to as the **"PURCHASER/S" PARTY OF THE SECOND PARTY**" which term shall mean and include her/his/their legal heirs, representatives, administrators, executors, assigns etc., of the other part.

WITNESSETH AS FOLLOWS:

Whereas the Vendors 1 to 5 of the First Party are the absolute owners of **One (01) Acre Twenty Four (24) Guntas of land out of total extent of Three Acres Seventeen Guntas bearing Sy.No.19/12 (Converted for non agricultural residential purpose vide Order No.ALN.EVH.SR.154/2009-10, dated 04.02.2012, by the Special Deputy Commissioner, Bangalore District), situated at Doddakannelli Village, Varthur Hobli, Bangalore East Taluk**, the said Property is the first person of the first party's self acquired property having purchased the same through a registered Sale Deed No.11894/1987-88, Book I, Volume 2786, Pages 243 to 250, dated 16.03.1988, registered in the Office of the Sub Registrar, Bangalore South Taluk.

And the 1st Vendor has paid betterment charges of Rs.25,90,930/- to the BBMP vide Receipt No.547470, dated 24.02.2012 and applied for No-Objection Certificate. There afterwards, the Khatha of the property registered in the name of the First Vendor in the Bruhat Bangalore Mahanagara Palike bearing **Khatha No.1082/Sy.No.19/12**.

The property is also **converted by Special Deputy Commissioner (Revenue), Bangalore District, Bangalore vide Conversion Order No.B.Dis.ALN.(EVH)SR/154/2009-10, dated 04.02.2012**. The Party of the First Part have also obtained license and plan sanction vide No.: BBMP / Addl. Dir/ JDNorth/ LP/ 0321/2012-13, dated : 10-06-2014, for construction of flats, on "A' Schedule Property.

Whereas, the 6th person of the First Party is the absolute owner of **One Acre Eleven Guntas of land bearing Sy.No.19/13 of Doddakannalli Village, Varthur Hobli, Bangalore East Taluk**, he having acquired the same through three different Sale Deeds such as:-

- 1) An Extent of 0.25½ Guntas through a registered Sale Deed No.8590/2003-04, Book I, Stored on C.D.No.114, dated 09.07.2003, registered in the Office of the Sub Registrar, Bangalore South Taluk, from Mrs.Lingamma & Others, represented by their GPA Holder Mr.T.Ramachandra Reddy.
- 2) An Extent of 0.08½ and 0.08½ Guntas, totally 0.17 Guntas, through a registered Sale Deed No.8594/2003-04, Book I, Stored on C.D.No.114, dated 09.07.2003, registered in the Office of the Sub Registrar, Bangalore South Taluk from Mrs.Anupama.
- 3) An Extent of 0.08½ Guntas through a registered Sale Deed No.8598/2003-4, Book I, Stored on C.D.No.114, dated 09.07.2003, registered in the Office of the Sub Registrar, Bangalore South Taluk from Mr.B.N.Balakrishna.

That the 6th person of the First Party is in possession and enjoyment of the said property. The Khatha and other revenue records of the said property totally measuring an extent of 01 Acre 0.11 Guntas are standing in the name of the 6th person of the First Party herein.

And Whereas, the 6th person of the First Party had applied and got converted the said land for Non Agricultural Residential Purpose with the Special Deputy Commissioner, Bangalore District vide

their **Endorsement No.ALN(EVH).SR/420/2007-08, dated 14.01.2008 and also Conversion Certificate No.ALN(EVH).SR/420/2007-08, dated 27.08.2009.**

Whereas, Schedule-I Property and Schedule-II Property are adjacent to each other and formed a compact block. The First Party are interested to develop both the Schedule Properties together by putting up residential flats. As such, they are desirous to entrust the Schedule-I & II Property to second party to develop the entire Schedule Property for residential purpose and putting up construction of residential flats.

And Whereas, the Vendors/First Party have entered into a Joint Development Agreements with the builder for Construction of Multi-Storied Apartments on the Schedule 'A' Property vide Document No.01902/2013-14, Book I, Stored on C.D.No.INRD-68, dated 20.06.2013 and also executed a registered General Power of Attorney vide Document No.00212/2013-14, Book IV, Stored on C.D.No.INRD-68, dated 20.06.2013, both the deeds were registered in the Office of the Sub Registrar, Indiranagar, Bangalore (executed by the persons 1 to 5 of the First Party) vide Document No.02328/2013-14, Book I, Stored on C.D.No.INRD-70, dated 03.07.2013 and also executed a registered General Power of Attorney vide Document No.00283/2013-14, Book IV, Stored on C.D.No.INRD-70, dated 03.07.2013, both the deeds were registered in the Office of the Sub Registrar, Indiranagar, Bangalore (executed by the 6th person of the First Party) in favour of the Builder to do all necessary acts and shall be Builder's share of Flats, Undivided Interest on Land, Car Parking Slots etc.

And Whereas, the owners have entered into a Declaration of Amalgamation for Khatha vide Document registered No.02382/2013-14, Book I, Stored on C.D.No.INRD-70, dated 04.07.2013, registered in the Office of the Sub Registrar, Indiranagar, Bangalore. As per the said declaration the Khatha number has been declared as BBMP Khatha No.1082/Sy.No.19/12,13 for the total extent of 02 Acres 35 Guntas vide their Khatha Certificate No.DA/KTA/110/2013-14, MR-27/2013-14, dated 29.10.2014.

And Whereas, as per the above said Joint Development Agreement and the powers given by the owners, the developer constructing apartments on the Schedule 'A' Property and named the project as **"VRR FORTUNA"**.

And Whereas, the owners and the builder have entered into a Supplementary Deed regarding the sharing of flats, undivided rights on land, car parking slots etc. As per the above Supplementary Deed the builder got his share of flats as Builder's Share including the schedule flat property as **BUILDER'S SHARE.**

WHEREAS the Purchaser/s desires to purchase _____ **Sq. Feet** of Undivided Share in the above said property, fully described herein and a **Flat No.**_____, _____ **Floor**, consisting of _____ **Bedrooms, One Hall, One Kitchen, _____ Toilets, with a super built up area of _____ Sq. feet, Carpet area _____ Sq. ft. and Car parking space**, fully described in the Schedule hereunder. Thus the Vendors/developers herein being the Absolute Owners of the schedule flat property, desires to sell away the schedule flat property along with car parking to the Purchaser/s, for

a sum of **Rs._____/- (Rupees _____ Only)**. The Purchaser/s also agrees to purchase the schedule flat property from the Vendors/developers free from all encumbrances.

AND WHEREAS, the Purchaser/s has/have paid a sum of **Rs._____/- (Rupees _____ Only)** as advance amount to the Vendors/developer before witnesses, by way of **Ch. No. : _____, dated : _____, Bank : _____**, for which amount the Vendors/developer hereby acknowledges the receipt of the said advance amount. The Purchaser/s agree/s to pay the balance amount of **Rs._____/- (Rupees _____ Only)** to the Vendors/developer as per the Payment Schedule mentioned in the Construction Agreement.

The Vendors/developer have this day delivered all title deeds photo copies to the Purchaser/s and also agrees to deliver the vacant physical possession of the schedule Flat property to the Purchaser/s at the time of payment of the balance sale consideration and execution of the sale deed without fail.

All taxes due and payable and the registration charges, stamp duty and other registration expenses etc. shall be borne by the Purchaser/s alone.

The Vendors/developer assure the Purchaser/s that the Schedule Flat Property is free from all encumbrances, Court attachments, minor claims, pledges, alienation claims. The Vendors/developer has also not entered into any transfer transaction with any other person/s etc. In case any such claims were to arise, the Vendors/developer hereby agree and indemnify the Purchaser/s to clear all such claims at their own cost and risk and show the clear titles to the Purchaser/s.

The parties both are at liberty to sue each other for specific performance if they fail to fulfill their agreed terms within the stipulated time on the defaulting party, for recovery of all costs, damages, through legal proceedings.

SCHEDULE "A"

ITEM No.1:-

All the piece and parcel of the of undeveloped land **measuring an extent of One (01) Acre Twenty Four (0.24) Guntas of land out of total extent of Three Acres Seventeen Guntas in bearing Sy.No.19/12 (Converted for non agricultural residential purpose vide Order No.ALN. EVH.SR.154/2009-10, dated 04.02.2012, by the Special Deputy Commissioner, Bangalore District), presently BBMP Khatha No.1082/Sy.No.19/12, situated at DODDAKANNELLI Village, Varthur Hobli, Bangalore East Taluk, presently comes under Bruhat Bangalore Mahanagara Palike Limits**, together with all rights appurtenances what so ever underneath or above the surface and;

BOUNDED ON THE:-

East by : **Sy.No.19/10 & 19/11,**
West by : **Remaining portion of Sy.No.19/12,**
North by : **Sy.No.19/13,**
South by : **Road.**

ITEM No.2:-

All the piece and parcel of the **One (01) Acre Eleven (11) Guntas** of land bearing **Sy.No.19/13 (Converted for Non Agricultural Residential Purpose by the Special Deputy Commissioner, Bangalore District vide their Conversion Certificate No.ALN(EVH).SR/420/2007-08, dated 27.08.2009) of Doddakanneli Village, Varthur Hobli, Bangalore East Taluk,** together with all rights appurtenances what so ever underneath or above the surface.

AND BOUNDED ON THE:-

East by : Sy.No.19/10,
West by : Sy.No.20,
North by : Sy.No.19/9 of Gurumurthy's Land,
South by : Sy.No.19/12.

Note:- Schedule-I and II are adjacent to each other forms a compact block having Amalgamated BBMP Khatha No. 1082/Sy.No.19/12,13, totally measuring 02 Acres 35 Guntas, the common boundaries as below:-

East by : **Sy.No.19/10 & 19/11,**
West by : **Remaining Portion of Sy.No.19/12 & Sy.No.20,**
North by : **Sy.No.19/9 of Gurumurthy's Land,**
South by : **Road,**

SCHEDULE"B"

Undivided Right, title and interest in the composite Schedule -A Property measuring to _____
Sq. Feet, constructed on the land of Schedule "A" Property.

SCHEDULE"C"

An Apartment Complex be called as **"V.R.R FORTUNA"** with Residential Units having **18** Floors, and Car Parking area and boundary wall constructed on the Schedule "A" Property.

SCHEDULE "D"

A Residential **Flat No.**_____ **at** _____ **Floor**, constructed on SCHEDULE "A" Property "**V.R.R FORTUNA**" complex mentioned in Schedule -"C" having a **Super Built Area of** _____ **Sq. Feet**, Carpet Area _____ Sq. ft. comprising of _____ **Bed Rooms, One Hall, One Kitchen, _____ Bath rooms & Toilets**, along with **Car Parking** space as also privileges to be enjoy in common areas,

AND BOUNDED ON:

East	:
West	:
North	:
South	:

IN WITNESS WHEREOF, the parties have affixed their signatures to this Sale Agreement on the day, month and year first above written:

WITNESSES:

1.

H.N.Vijaya Raghava Reddy on behalf of
the Owners as G.P.A.Holder

V E N D O R S

2.

DEVELOPER

PURCHASER/S