

SALE DEED

THIS INDENTURE OF ABSOLUTE SALE is executed at ----- on this the ----- Day of ----- Two Thousand and Seventeen (--/--/2017).

BY

Mr.MADHUSUDHAN RAO KADAM, aged about 50 years, son of Late .K.V.Rao, Proprietor, M/s. Kadam Group, No.2001/A, 1st D Main, 11th A cross, Hampinagar, Vijayanagar, Bangalore-560104, (EPIC NO: UAN0728600) hereinafter referred to as the "VENDOR" (which term unless repugnant to the context shall mean and include his heirs, legal representatives, administrators, executors, and assigns etc.) of the ONE PART.

IN FAVOUR OF`

Ms.----- aged about --- Years, S/o D/o ----- (Mob no:-----)
(PAN No:)

Residing at -----BANGALORE-----
hereinafter referred to as the PURCHASERS (which term unless repugnant to the context shall mean and include their heirs, legal representatives, administrators, executors, and assigns etc.,) of the OTHER PART.

WHEREAS:

I. The VENDOR is the absolute owner in possession and enjoyment of all that piece and parcel of Land bearing converted sy.no.34/1, measuring 1 acre 33 guntas and Sy.No.----- measuring ---- acre ---- guntas of ----- Village, ----- Hobli, ----- Taluk, ----- District, having acquired the same in terms of Sale Deed dated ----- from Mr.----- S/o Sri.----- resident of ----- and who has sold the Schedule Property in favour of the VENDOR Sri. Madhusudhan Rao Kadam, S/o Late. K.V. Rao. The said sale deed was registered as Document No. KLR-1- ----- and stored in CD No. KLRD-----137 in the office of Sr. Sub-Registrar, -----.

II. In terms of Official Memorandum dated ----- bearing No -----, issued by the Deputy Commissioner, Kolar District, lands of sy.no.34/1, measuring ----acre -----guntas measuring ---Acres - ---Gunta has been converted for use to residential purpose. The description of the property comprising of the total extent of lands of Survey Numbers ---- OF ---- Village, ----- Hobli, =----- Taluk and District held by the VENDOR are hereto described in the Schedule 'A' hereunder and hereinafter referred to as the Schedule 'A' property.

III. The VENDOR has formulated a scheme to develop the **Schedule 'A'** property into a private layout called "**PROJECT NAME-**" comprising of several sites and upon applying to the concerned **Town Planning Authority**, a layout Plan has been dully approved by the Assistant Director, Town & Country Planning Department, Kolar, vide **No.----- dated -----**.

IV. The VENDOR represents and assures the PURCHASERS that his title to the Schedule 'A' property is good and marketable and is not subject to any encumbrances, lien, disputes, litigations, attachments, acquisition proceedings or minor claims, etc.

V. The PURCHASERS upon being satisfied that the VENDOR has marketable title to the Schedule 'A' property has desired to purchase Vacant Plot bearing **No.-----** in all measuring -----**SMT** in the layout "**PROJECT NAME-**" which is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule 'B' property and the VENDOR has agreed to sell the same on the following terms.

VI. The VENDOR declares and covenants with the PURCHASERS that he is the sole and absolute owner of the Schedule 'B' property and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same in favor of intending PURCHASERS.

NOW THIS INDENTURE OF SALE WITNESSES THAT:

1. In consideration of a total sum of **Rs.-----/-** (Rupees ----- Only) paid by the PURCHASERS to the VENDOR, By way of Cheque No:-----, dated --/--/2017 drawn on ----- bank, -----Branch, Loan from LIC HFL Bangalore, the receipt of which sum the VENDOR hereby acknowledges in full and final settlement of the entire sale consideration, the VENDOR, as beneficial owner, DO HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN unto and in favor of the PURCHASERS the Schedule 'B' property, together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges,

appurtenances or appurtenant thereto etc., attached to and belonging to the Schedule 'B' property **TO HOLD, TO POSSESS AND TO ENJOY** the same forever free from all encumbrances, charges, all kinds of mortgage, lien or any other statutory charges.

2. The VENDOR hereby assures the PURCHASERS that all taxes and levies in respect of the Schedule 'B' property have been paid up to date of the Sale and future taxes in respect of the Schedule 'B' property shall be paid by the PURCHASERS.
3. The VENDOR hereby declares and covenant with the PURCHASERS that he shall do or cause to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the PURCHASERS for more fully and perfectly assuring the right, title and interest of the PURCHASERS in the Schedule 'B' property herein conveyed.
4. The VENDOR hereby indemnifies and keep the PURCHASERS or his successors-in-title fully indemnified against any action or proceedings, if any should arise, at any time in future against it owing to any defect in title.
5. The VENDOR declares that henceforth the PURCHASERS shall be the sole and absolute owner of the Schedule 'B' property with attendant rights of ownership, possession, enjoyment and shall be entitled to the rent and profits received there from and also to deal with and dispose of the Schedule 'B' property as deems fit without any interference, obstruction or hindrance from the VENDOR or any one claiming under, through or in trust for him.
6. The VENDOR further declares that he has no objection for the PURCHASERS to obtain the transfer of katha of the Schedule 'B' Property to his name from the concerned authorities.
7. The VENDOR has this day delivered the vacant possession of the Schedule 'B' property to the PURCHASERS along with relevant original title deeds and documents pertaining to or relating to the Schedule 'B' property.

SCHEDULE 'A' PROPERTY

All that piece and parcel of residentially converted property in sy.no.----- and I measuring --- acre ---- guntas (As per Official Memorandum bearing No. ALN.SR.----- dated ----- issued by the Deputy Commissioner, Kolar District), and bounded on:

SCHEDULE 'B' PROPERTY **(Property hereby conveyed)**

All that piece and parcel of Vacant Plot bearing No.----- of Kurki Village, Narasapura hobli, Kolar taluk having House List no: -----, **E-Property No: -----**, issued by----- **Grama Panchyathi**, ----- Taluk, having dimensions **East to West- ----- MT and North to South- -----MT & admeasuring ----- SMT** in Area which is formed in the private layout known as **"PROJECT NAME-"** comprised in

the **Schedule ‘A’** Property. Together with all rights, appurtenances, and easements whatsoever whether underneath or above the surface and bounded on:

East by : Site No.-----

West by : 30 feet road

North by : Site No.-----

South by : Site No.---

IN WITNESS WHEREOF, the VENDOR and the PURCHASERS have executed this Indenture of Absolute Sale on the day, month and the year first above mentioned.

Witnesses:

VENDOR

(Mr. MADHUSUDHAN RAO KADAM)

PURCHASERS

MR.-----