

AGREEMENT OF SALE

**THIS AGREEMENT IS ENTERED INTO THE ____ DAY OF ____ AT BANGALORE
BY AND BETWEEN**

M/s. DLR URBAN PROJEUCTES,
A Partnership firm having its office at
No.67, Pattanadur Agrahara Village,
Whitefield, Bangalore – 560 066.

Represented by it's Managing Partners

1. Mrs. VENGAMMA, aged about 49 years
W/o Sri.K.Seshappa,

2. Mrs. K. SUVARNA, aged about 48 years
W/o Sri.K.Keshava,

3. Mr. K. BHASKHAR, aged about 48 years,
S/o Sri. K. Subramanyam Naidu,

Hereinafter referred to as the **VENDORS/OWNERS/DEVELOPERS/BUILDERS/
PROMOTERS**

Mr/Mrs., aged about ____years,
R/at _____

hereinafter referred to as the **PURCHASER/S,**

The terms Owners, Vendors, Developers, Builders, Purchaser/s wherever appear in this context shall mean and include their respective legal heirs, successors, executors, administrators and legal representatives and assigns.

WHEREAS, the First Party is the absolute Owners of all that parcel of the converted land bearing **Sy.No.68/1,** {converted vide Conversion order bearing No.ALN (E.K.H.W) SR 3/2013-14, dated 12/7/2013, issued by the Office of the Deputy Commissioner,

Bangalore, in respect of larger extent of land in the said Sy No. 68/1}, **Present amalgamated BBMP Katha No.1392**, totally measuring **0.38 (Thirty Eight) Guntas; Plus 1 (One) Gunta kharab**, totally measuring **0.39 Guntas or 42,471 Sq.feet.**, situated at PATTANDUR AGRAHARA Village, K. R. Puram Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, which Property is more fully described in Schedule 'A' given hereunder and hereinafter referred to as Schedule 'A' Property.

Originally Mrs. VENGAMMA first partner herein is the absolute owner of all that piece and parcel of converted land bearing Sy.No.68/1, measuring about 0.13 (Thirteen Six) Guntas, situated at PATTANDUR AGRAHARA Village, K. R. Puram Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, she had acquired the same through registered Sale Deeds dated.28/07/2004, registered as document No.11820/2004-05, Book – I, registered before the Office of the Sub-Registrar, K.R.Puram, Bangalore,

AND Mrs. VENGAMMA is also the absolute owner of all that piece and parcel of converted land bearing Sy.No.68/1, measuring about 0.12 (Twelve Guntas) Guntas which excluding **one Gunta kharab**, situated at PATTANDUR AGRAHARA Village, K. R. Puram Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, she had acquired the same through registered Sale Deed dated.15/12/2014, registered as document No.5368/2014-15, Book – I, registered before the Office of the Sub-Registrar, Shivajinagar (Mahadevapura), Bangalore.

AND Mrs. K. SUVARNA is the absolute owner of all that piece and parcel of converted land bearing Sy.No.68/1, measuring about 0.13 (Thirteen) Guntas, situated at PATTANDUR AGRAHARA Village, K. R. Puram Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, she had acquired the same along various other properties through registered Sale Deed dated.28/07/2004, registered as document No.11828/2004-05, Book – I, registered before the Office of the Sub-Registrar, K.R.Puram, Bangalore.

WHEREAS, All the above said properties adjacent to each other at PATTANDUR AGRAHARA Village, totally measuring 0.38 (Thirty Eight) Guntas; Plus 1 (One) Gunta kharab, totally measuring 0.39 Guntas, or 42,471 Sq.feet., in the converted Sy No. 68/1 {converted vide Conversion order bearing No.ALN (E.K.H.W) SR 3/2013-14, dated 12/7/2013, issued by the Office of the Deputy Commissioner, Bangalore in respect of larger extent of land in the said Sy No. 68/1}, **present amalgamated BBMP Katha No. 1392**, which Property is more fully described in the Schedule hereunder and hereinafter referred to as the Schedule A Property,

THEREAFTER, Mrs. VENGAMMA, Mrs. K. SUVARNA, Mr. K. BHASKHAR, Mr. G. SUNDARA BABU NAIDU, Mrs. HEMAVATHI, Mr. JANARDHAN NAIDU have jointly prepared a Development Scheme for the construction of multi-storied residential apartment building on the land described in the Schedule A hereto and for the said purpose floated a Partnership firm in the name and style of “**DLR URBAN PROJEUCTES**”, to look after the construction activities over the Schedule 'A' Property and also with intention to develop on certain agreed shares. The partnership is registered with the registrar of firms on 18-12-2014, vide registered No:SJN-F 1033/2014-15, thereafter the said partnership firm became the absolute owner of the Schedule A Property.

AND WHEREAS, the Vendors herein who are also a Builders have prepared a Development Scheme for the construction of multistoried building known as “**SAI SAMRUDDHI**” on the land described in the Schedule "A" hereto and have also obtained Plan sanction approved by the Bruhat Bangalore Mahanagra Palike, for the construction of multistoried building over the Schedule “A” Property.

WHEREAS, the Purchaser/s herein approached the Vendors/Developers/Builders herein offering to purchase **Flat No.____, in the ____Floor**, of the building known as “**SAI SAMRUDDHI**” to be constructed on Schedule ‘A’ property with super built up area of Sq.ft together with ____Sq.ft of undivided share in the land comprised in schedule ‘A’ property, which flat is more fully described in schedule ‘B & C’ hereunder and hereinafter referred to as Schedule ‘B & C’ property, on certain terms and conditions to which the owners/Promoters agreed to procure to such purchasers such rights and obligations mentioned herein

WHEREAS, the parties hereto decided to have the aforesaid terms and conditions reduced to writing under this agreement as follows:

NOW IT IS MUTUALLY AGREED AS UNDER

1.The Owners/Builders hereby agrees and undertakes to sell ____Sq.ft of undivided share, right interest and title in Schedule ‘A’ Property morefully described in Schedule ‘B’ hereunder to and in favour of the PURCHASER/S herein for a sale price and consideration of **Rs.____/- (Rupees ____ Only)** together with right to construct a residential flat, of the dimensions and the location more particularly described in Schedule ‘C’ along with the right to the common amenities mentioned therein and subject to the rights and restriction mentioned in Schedules of construction agreement entered between the Vendors/Builders/Promoters and Purchaser/s herein.

2. The PURCHASER/S has paid this day a sum of **Rs.____/- (Rupees ____ Only)** by way of Cash, to the Vendors/builders as advance Sale consideration and the balance sum of **Rs.____/- (Rupees ____ Only)** shall be paid to the Owners/Developers, before registration of the schedule flat, on the payment of the aforesaid sale consideration and amount shown in the construction agreement, the Owners/Developers shall execute a Deed of Absolute Sale, conveyance to the PURCHASER/S duly conveying the aforesaid fraction of undivided share, right, title and interest in the Schedule ‘A’ Property.

3. Each of the parties hereto is entitled to enforce specific performance of this agreement against the other.

4. The OWNER/BUILDER hereby covenant and assure the PURCHASER/S that the said OWNER/BUILDER is the absolute owner of the Schedule Property and the Schedule Property is free from any encumbrance, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, Taxation or other statutory authorities and the OWNER/BUILDER are in actual possession and enjoyment of the same and he/its is/are competent to enter into this agreement and to effect sale of the Schedule Property as per the terms of this agreement. The Owner/Builder/Promoters shall indemnify and keep the Purchaser/s indemnified against any loss, expenses or costs incurred by the Purchaser/s due to any defect in the title to the Property.

5. All the expenses relating to the Stamp Duty, registration, VAT and other incidental expenses shall be borne by the PURCHASER/S only.

7. The Purchaser/s shall not use the flat or permit the same to be used for any purpose whatsoever other than as a private dwelling house or for any purpose which may or is likely in the opinion of the OWNERS/PROMOTERS and/or managing committee of the Association, to cause nuisance or annoyance to occupiers of the other flats/garages in the said building or to the owner/s or occupiers of the neighbouring properties and further not to use the same for any illegal or immoral purposes, nor use the garage for any other purpose except for keeping motor car.

8. It is hereby further agreed that the PURCHASER/S shall become the member of the Apartment Owners Association to be constituted in accordance with the provisions of Karnataka Apartments Ownership Act 1972 and rules framed thereunder, after the Purchaser/s becomes the Owners of the undivided share, right, title and interest in the land by virtue of the apartment herein agreed to be constructed. The PURCHASER/S shall execute such declarations, affidavits, undertakings and papers as may be required under the said act and other papers and documents required under the Electricity Board (KPTCL) and such other authorities.

9. It is hereby agreed by the PURCHASER/S that from the date the apartment is ready for occupation for which a notice will be received by him from the OWNERS/BUILDERS whether possession is taken by him/her/them or not he/she/they shall pay regularly every month on or before 5th day of each month to the OWNER/BUILDER until the formation of the Apartments Owners Association the proportionate share that may be decided by the OWNERS/BUILDERS in all the outgoings on general expenses in respect of the Property such as insurance, municipal taxes or other taxes or cess, Electric and Water tax or charges or deposit in respect of meters, maintenance and management of the building, common light, sanitation, repairs, salary of watchman, sweepers, and maintenance charges and all other costs and expenses connected with the building.

10. The PURCHASER/S shall pay such deposit, costs, share association fee, deposit, cost of stamp papers, registration fee, legal fee and such other expenses as may be required for the formation of association and the transfer of undivided, share, right, title and interest in favour of the PURCHASER/S and other formalities of obtaining completion of apartment and handing over of the possession of the apartment herein agreed to be constructed for the PURCHASER/S.

11. It is specifically agreed between the OWNERS/PROMOTERS and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule 'C' Property and undivided share, right, title and interest in Schedule 'A' Property agreed to be sold to him mentioned in Schedule 'B' and in no way shall have interest or claims or any objection whatsoever for the use by the other owner of the apartments, covered or uncovered parking space that has been specifically built, assigned allotted sold or disbursed off otherwise. The common amenities alone be used as common amenities along with other owners and PURCHASER/S shall not lay any claims on other owners and PURCHASER/S shall not lay any claims on other separate amenities provided for specifically to other owners for construction.

SCHEDULE 'A'

All that piece and parcel of converted land bearing **Sy.No.68/1**, {converted vide Conversion order bearing No.ALN (E.K.H.W) SR 3/2013-14, dated 12/7/2013, issued by the Office of the Deputy Commissioner, Bangalore, in respect of larger extent of land in the said Sy No. 68/1}, totally measuring **0.38 (Thirty Eight) Guntas; Plus 1 (One) Gunta kharab, totally measuring 0.39 Guntas or 42,471 Sq.feet.**, situated at PATTANDUR AGRAHARA Village, K. R. Puram Hobli, earlier Bangalore South Taluk, presently Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, and bounded on the

East by : By Private Property of B Muniyappa;

West by : By Private Property of Smt.Shivani;

North by : Private Property;

South by : Road;

SCHEDULE 'B'

_____Sq.ft undivided interest in the immovable property mentioned in Schedule 'A' above.

SCHEDULE 'C'

Flat bearing No._____ in the _____Floor, measuring _____Sq.ft Super Built-up Area, containing Three Bedrooms, together with **One Covered Car Parking Space**, including proportionate share in common areas such as passages, lobbies, staircase, Terrace, contained in the multistoried building to be constructed on the Schedule 'A' Property known as **"SAI SAMRUDDHI"**.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1

1.

2.

3.

OWNERS/BUILDERS

2.

PURCHASER