

## AGREEMENT OF SALE

**THIS AGREEMENT IS ENTERED INTO THE \_\_\_\_ DAY OF MAY 2016 AT BANGALORE BY AND BETWEEN**

**1. Mr. CHOWDAPPA**, aged about 62 years,  
S/o Sri.Narasappa,

**2. Mrs. RAJAMMA**, aged about 57 years,  
W/o Sri. Chowdappa,

**3. Mr. C. MANJESH**, aged about 36 years,  
S/o Sri. Chowdappa,

**4. Mr. NARASIMHA**, aged about 34 years,  
S/o Sri. Chowdappa,

**5. Mr. KRISHNAMURTHY**, aged about 32 years,  
S/o Sri. Chowdappa,

All are R/at: Thirumenahalli Village,  
Yelahanka Hobli,  
Bangalore North Taluk.

Represented by their registered Power of Attorney Holder  
**Mr. G. NARASIMHULU NAIDU**, Managing Director of **M/s. SLV DEVELOPERS PVT. LTD**,

Hereinafter referred to as the Owners

AND

**M/s. SLV DEVELOPERS PVT. LTD.,**  
a Pvt. Ltd., company having its office at  
No. 180, HMT Layout,  
NTI Layout, Vidhyaranyapura,  
Bangalore – 560 097.

Represented by it's Managing Director  
**Mr. G. NARASIMHULU NAIDU**, aged about 55 years,  
S/o Late Sri.Venkatappa Naidu,

Hereinafter called the "CONFIRMING PARTY" (which term shall where the context so admits be deemed to include it's successors in office and assigns) of the SECOND PART.

**Mr. \_\_\_\_\_**, aged about \_\_\_\_ years,  
S/o. Sri. \_\_\_\_\_,  
R/at No. \_\_\_\_\_,  
\_\_\_\_\_.

Hereinafter called the PURCHASER/S, which term shall wherever the context so applies shall include his/her/their assigns, successors, executors, administrators, heirs and legal representatives of the THIRD PART.

WHEREAS, the First Party is the absolute Owners of all that piece and parcel of Property bearing Old Sy No.38, **Present Converted Sy No.38/2** (converted vide official memorandum dated 02.06.2010, bearing No.ALN (N.A.Y) SR. 183/2009-10, issued by the office of Special Deputy Commissioner, Bangalore District, Bangalore), **Present BBMP Katha No.91/38/2**, situated at THIRUMENAHALLI Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, **measuring 1 Acre 20 Guntas**, which Property is more fully described in Schedule 'A' given hereunder and hereinafter referred to as Schedule 'A' Property. first party at Sl No.1 had acquired the same along with larger extent of land vide Registered Sale Deed dated.30/11/1989, registered as document No.1221/1989-90, registered before the office of Sub-Registrar, Yelahanka, Bangalore.

WHEREAS the First Party has entered into a Joint Development Agreement dated.09/04/2014, registered as document No.00289/2014-15, registered before the Office of the Sub-Registrar, Gandhinagar (Hebbal), Bangalore, with the Promoters/Confirming Party herein for the construction of multistoried residential apartment building known as "**SLV GREEN CITY**" over the Schedule I Property subject to the terms and conditions mentioned in the said Joint Development Agreement.

WHEREAS, the Purchaser/s herein is interested in owning an apartment in the project "**SLV GREEN CITY**" and in this regard approached the Owners herein offering to purchase \_\_\_\_\_ **Sq.ft** of undivided share interest right and title in the Schedule I Property morefully described in Schedule II hereunder on certain terms and conditions to which the Owners /Promoters agreed to procure to such purchaser/s such rights and obligations mentioned herein below:

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 hereby agrees and undertakes to sell \_\_\_\_ **Sq.ft** of undivided share, right interest and title in Schedule I Property morefully described in Schedule II hereunder to and in favour of the PURCHASER/S herein for a sale price and consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** including Car parking space, BWSSB Deposit, KPTCL Deposit and **excluding** registration and Stamp duty., together with right to construct a residential flat through the confirming party, of the dimensions and the location more particularly described in Schedule III 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 Promoter and Purchaser/s herein.

2. The PURCHASER/S have paid this day a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**by way of \_\_\_\_\_; before the undersigned witnesses; to the builder as advance Sale consideration and the balance sum of **Rs.\_\_\_\_\_/-** shall be paid to the Owners/Developer, before registration of the schedule flat, on the payment of the aforesaid sale consideration and amount shown in the construction agreement, the Owners 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 Property and the PROMOTER herein shall also join in the execution of the Deed of Absolute Sale and conveyance as a Confirming/Consenting Party.

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

4. The OWNERS/PROMOTERS hereby covenant and assure the PURCHASER/S that the said OWNERS is the absolute Owners 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 OWNERS is in actual possession and enjoyment of the same and he is competent to enter into this agreement and to effect sale of the Schedule Property as per the terms of this agreement. The Owners/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 and other incidental expenses shall be borne by the PURCHASER/S only.

6. The PURCHASER/S shall be entitled to enter into an agreement with the Confirming Party for the construction of a residential flat on the Schedule I property.

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/PROMOTER 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 Owners/s or occupiers of the neighboring 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 there under, 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) Water Supply Board (B.W.S.S.B) Corporation 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 BUILDER whether possession is taken by him or not he shall pay regularly every month on or before 5th day of each month to the OWNERS until the formation of the Apartments Owners Association the proportionate share that may be decided by the OWNERS 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 OWNERSS/PROMOTER and the PURCHASER/S that the PURCHASER/S shall be entitled only to the Schedule III Property and undivided share, right, title and interest in Schedule I Property agreed to be sold to him mentioned in Schedule II and in no way shall have interest or claims or any objection whatsoever for the use by the other Owners 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 I

All that piece and parcel of Property bearing Old Sy No.38, **Present Converted Sy No.38/2** (converted vide official memorandum dated 02.06.2010, bearing No.ALN (N.A.Y) SR. 183/2009-10, issued by the office of Special Deputy Commissioner, Bangalore District, Bangalore), **Present BBMP Katha No.91/38/2**, situated at THIRUMENAHALLI Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, **totally measuring 1 Acre 20 Guntas** and bounded as follows :

On the East by : Remaining land in the Sy No. 38/2 retained by the Owners herein;  
West by : Land in Sy No. 40 belongs to Girijamma W/o Sri. Muniyappa;  
North by : Road;  
South by : Property belongs to Annaiah;

### SCHEDULE II

\_\_\_ **Sq.ft** undivided interest in the immovable property mentioned in Schedule I above.

### SCHEDULE III

Flat bearing **No.**\_\_\_\_\_, in the \_\_\_\_\_ **Floor**, measuring \_\_\_\_\_ **Sq.feet** Super Built-up Area, containing \_\_\_\_\_ **Bedrooms**, together with **One covered Car Parking Space**, including proportionate share in common areas such as passages, lobbies, staircase, Terrace, amenities contained in the multistoried building to be constructed on the Schedule I Property known as “**SLV GREEN CITY**”.

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

WITNESSES

1.

OWNERS  
(Represented by GPA Holder)

2.

CONFIRMING PARTY

PURCHASER

