

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of _____ ,
20_____.

By and Between

M/s.UPKAR DEVELOPERS,
PAN : AACFU6944R
represented by its Managing Partner
Mr.K.H.KHAN, (Aadhar No.393401673134)
aged about 63 years,
having its office at No.28, 'Upkar Towers',
9th Cross, Off R.V.Road, II Block,
Jayanagar, Bangalore – 560 011.

Represented by its Special Power of Attorney holder:-

Mr.N.SOMASHEKHAR,
S/o.Mr.Nagarajachary,
aged about 36 years,
residing at No."Sri Shiridi Sai Nilaya",
No.55, 4th Cross, Pattegarapalya,
Bangalore-560 072,

(which is registered as **Document.No.BSK-4-00014/2016-17**, stored in CD.No.BSKD353, dated **11-04-2016**, in the office of the Sub-Registrar, Basavanagudi (Banashankari), Bangalore)

hereinafter referred to as the “ **Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the ONE PART;

IN FAVOUR OF

Mr.....,
PAN:
Aadhar No.....
.....
.....
.....
.....

hereinafter referred to as the “ **Purchaser**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the OTHER PART;

The Vendor and the Purchaser/s shall hereinafter collectively be referred to as the “ Parties” and individually as a “ Party”.

WHEREAS, the Vendor is the absolute owner of **Sites bearing No.....**, formed in the layout named as “**Upkar Habitat**” in **Sy.No.....**, comprising of other Sy.No.247, 248/2, 248/3, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 264 & 265 of Ballur Village, Athibele Hobli, Anekal Taluk, Bangalore Urban District and the Layout plan approved by **Anekal Planning Authority** bearing **No.APA/LAO/112/2011-12**, dated **18-03-2015** and **as per Sites Release letter No.APA/LAO/112/2011-12** dated **23-03-2016**, more fully described in the schedule given hereunder and hereinafter referred to as “Schedule Sites”.

AND WHEREAS, the Schedule Sites is formed in part and parcel of land in **Sy.No.250**, situated at Ballur Village, Athibele Hobli, Anekal Taluk, Bangalore Urban District, which is acquired by the Vendor for a valuable consideration under a registered sale deed executed by Sri.Talamanchi Narasa Reddy, S/o.late.Laxmana Reddy, registered as document **No.ABL-1-06901/2014-15**, stored in CD.No.**ABLD228** dated 08-12-2014, at the office of the Sub-Registrar, Athibele, Anekal Taluk and the same is converted from agriculture to non-agricultural residential purpose vide Conversion Order bearing **No.ALN(A)(A)SR-26/2008-09 dated 10-11-2008**, passed by the Special Deputy Commissioner, Bangalore District;

AND WHEREAS the Vendor is a registered partnership Firm has purchased the aforesaid lands for formation of residential Layout named as “**Upkar Habitat**” and as such the Vendor has undertaken the work of formation of residential Layout in the aforesaid survey numbers through the respective contractors;.

AND WHEREAS, the Vendor has registered the project under the provisions of the Act with the **Karnataka Real Estate Regulatory Authority (RERA)** at Bengaluru on 19-08-2017, under Registration No.....;

AND WHEREAS, the Khatha of the Schedule Sites stands in the name of the Vendor at the office of the Ballur Village Panchayath, Athibele Hobli, Anekal Taluk, **Vide Khatha No.....** and **E-Swathu No.....** ;

AND WHEREAS, the Vendor is paying taxes in respect of the Schedule Sites to the Ballur Village Panchayath, Athibele Hobli, Anekal Taluk exercising its right of ownership;

AND WHEREAS, the Vendor is desirous of selling the Schedule Sites to the intending Purchaser;

AND WHEREAS, the Vendor is in uninterrupted possession, peaceful enjoyment and paying taxes interalia exercising all acts of dominion and ownership in and over the Schedule Sites without any

claim, objection or hindrance from any quarter till the date of execution of these presents;

AND WHEREAS, the Vendor assures and represents to the Purchaser/s that the Schedule Sites is clear, marketable, free from all encumbrances, there being no charges, lien, mortgage or lispendens or attachment of any civil, revenue or criminal court of law, public authority, or any pending acquisition or requisition proceedings and there is no other agreement to sell the same or portion thereof to any other person or persons.

AND WHEREAS, the Vendor as absolute owner of the Schedule Sites has offered to sell the same to the Purchaser/s for a total sale consideration amount of **Rs...../- (Rupees only)** free from all encumbrances, charges, litigation etc;

AND WHEREAS, the Purchaser/s has/have agreed to purchase the Schedule Sites from the Vendor for the aforesaid sale consideration amount of **Rs...../- (Rupees only)** freed and discharged from all and every encumbrances, charges, attachments under or decree of any civil, revenue or criminal court or any other paramount claims of any kind whatsoever:

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER.

1. That the Purchaser/s has/have paid the entire sale consideration amount of **Rs...../- (Rupees only)** to the Vendor by way of Cheque /Demand Draft bearing No..... dated, drawn on Thus the Vendor hereby acknowledges the receipt of the entire sale consideration amount of **Rs...../- (Rupees only)** from the Vendor and the Vendor hereby sells, transfers all the right, title and interest in the Schedule Sites and set-over the vacant possession of the Schedule Sites to the Purchaser/s as absolute owner/s from hereon and forever. The proprietary rights of the Vendor is hereby extinguished and henceforth the Purchaser/s shall be the sole and absolute owner/s of the Schedule Sites with full and unrestricted proprietary rights in and over the same forever as his/her/their personal property from generation to generation. The Purchaser/s hereafter shall be entitled to be in peaceful possession and enjoyment of the Schedule Sites as absolute owner/s thereof without any interruption, disturbance, lawful eviction and the like from the Vendor or any person or persons claiming under or in trust for the Vendor or its predecessor-in title, immediate or remote.
2. The Vendor covenants with the Purchaser/s that it has absolute, unimpeachable power, real and full title to the Schedule Sites hereby conveyed in the manner aforesaid and that it has not done or knowingly suffered or has been a party or privy to any act, deed or thing whereby its title to

the Schedule Sites is or may be encumbered or assigned in estate, title or interest in, upon or in relation to the Schedule Sites or any part thereof.

3. The Vendor hereby covenants that it will always at the request of the Purchaser/s do all such acts, deeds and things as may be reasonable, necessary to more perfectly ensure good title, peaceful possession and quiet enjoyment of the Schedule Sites hereby conveyed unto the Purchaser/s.
4. The Vendor further covenants that the property taxes in respect of the Schedule Sites has been paid up to and inclusive of the date of registration of this sale deed.
5. The Vendor has handed over all copies of documents pertaining to the title of the Schedule Sites to the Purchaser/s and delivered physical vacant possession of the Schedule Sites to the Purchaser/s thus completing the sale transaction in favour of the Purchaser/s in all aspects which is hereby acknowledged by the Purchaser/s.
6. The entire value of stamp duty and registration expenses for registration of this sale deed shall be borne by the purchaser/s only.

SCHEDULE

All that piece and parcel of Vacant **Sites No.....**, formed in “**Upkar Habitat**” comprising of **Sy.No.250**, of Ballur Village, Athibele Hobli, Anekal Taluk, Bangalore Urban District, vide **Vide Khatha No.....** and **E-Swathu No.....**, duly converted as per Conversion Order bearing No.**ALN(A)(A)SR-26/2008-09** dated **10-11-2008**, passed by Special Deputy Commissioner, Bangalore District and the **Layout Plan** approved by **Anekal Planning Authority** bearing No.**APA/LAO/112/2011-12** dated **18-03-2015** and as per **Sites Release letter No.APA/LAO/112/2011-12**, dated **23-03-2016**.

Measuring: -

East to West 9.14 Mtrs (30' ft)
North to South 12.19 Mtrs (40' ft)

Totally Measuring 1200 Sq.ft.

Bounded on the: -

East By:

West By :

North By :

South By :

(The Present Market Value of this property is **Rs...../- (Rupees only)**).

IN WITNESS WHEREOF, the Vendor and the Purchaser/s have signed this **DEED OF ABSOLUTE SALE** on the day, month and the year first above written in presence of the following witnesses:

WITNESSES:

1.

Please
Affix
photograph
and sign
across the
photograph

V E N D O R

2.

please
affix
photograph
and sign
across the
photograph

PURCHASER

Drafted by me: