

AGREEMENT OF SALE

This Deed of Agreement of Sale is made and executed on this the 2nd June, 2018.

BY AND BETWEEN:

M/S.HERITAGE INFRASTRUCTURES

No. 4/5, 1st Floor,
1st Main, R.R.M.R. Extension,
Shanthinagar, Bangalore – 560 027.

(Hereinafter called the **VENDOR** which term shall mean and include his successors in interest, representatives, assignees and nominees on the one part):

AND

Mr.XYZ.

Aged About---Years,
R/at-----,
----Cross,---Main Road,
Bangalore-560001.

Hereinafter called the PURCHASER which term shall mean and include their legal representatives, heirs and assigns on the other part.

Sri.H D Gangaraj, Smt.H V Soubhagya, Sri.Girish Kumar, Smt.Smitha and Smt.S G Shilpa, have jointly sold the entire property bearing No:550, situated at Akkithimmanahalli Layout, Bangalore, Corporation Ward No:70, PID No:70-70-550, in favour of partnership firm of M/s.Heritage Infrastructures, under the registered Sale Deed dated dt:28-04-2017 and registered as Document No:787/2017-18, Book I and stored in CD No:JAYD-288 and registered in the office of the Senior Sub Registrar, Jayanagar, Bangalore;

It is now noticed discrepancies with regard to payments reflected in paragraph XXIX at Page 12 and three Demand Draft/s purchased in the name of Smt.Anitha as to referred to in XXXIII (01) (viii) to (x) at Page 15 of the above sale deed dt:28-04-2017 and in the said circumstances, Sri.H D Ganaraj and others have executed a registered Rectification Deed dt:15-05-2017 in favour of M/s.Heritage Infrastructures, and registered as Document No:1337/2017-18,

Book I and stored in CD No:JAYD-290 and registered in the office of the Senior Sub Registrar, Jayanagar, Bangalore;

M/s.Heritage Infrastructure approached Revenue Authority of Bruhat Bangalore Mahanagara Palike, Bangalore for transfer of katha and the said Authority recognized M/s.Heritage Infrastructure as owner and katheddar of the above property bearing No:550, situated at Akkithimmanahalli Layout, Bangalore, and Asst. Revenue Officer, Bruhat Bangalore Mahanagara Palike, Bangalore has issued Katha Endorsement dt:23-05-2017 vide No:DA/W/117/KTR-30/2017-18, confirming that katha of the above property has been transferred in the name of M/s.Heritage Infrastructure in its revenue records. The said Authority has also issued Computer generated Katha Certificate dated 23-05-2017 vide No:BMP/REV/2017-18/KC/1139146, Computer generated Katha Extract dt:23-05-2017 vide No:BMP/REV/2017-18/KE/1247406, confirming the same;

The taxes in respect of the property have been paid upto date by the present owner in respect of property.

The Heriitage Infrastructures has got good and marketable title over the schedule property and got full and absolute right to execute this sale Agreement. The Heriitage Infrastructures declares that except the Heriitage Infrastructures none have got any manner of right, title, claim, ownership whatsoever over the said schedule property.

The taxes in respect of the property have been paid upto date by the present owner in respect of property.

The said Heriitage Infrastructures got the katha transferred in to their name in respect of property.

Whereas the said Heriitage Infrastructures, is keen to Develop the above said property into High-end-Residential Apartments and in view of that has got vast experience in this field and also has reputation as Builder, having its Registered office at No. 4/5, 1st Floor, 1st Main, R.R.M.R.Extension, Shanthinagar, Bangalore – 560 027.

Whereas the said K. Heriitage Infrastructures, , also obtained a Sanctioned Plan & License vide L.P. No. BBMP/Addl.Dir/JDNORTH/0265/2017-2018 and necessary betterment charges are paid for the same.

The Vendor is constructing High-end-Residential Apartments by name “HERIITAGE SIGNATURE ” on the Schedule property.

The Purchaser have paid a sum of Rs. 00,00,000/- (Rupees Lakhs Only) of sale consideration by way of Cheque in the following manner, before the following attesting/consenting witnesses,

00.00.2018	Ch No. 000000, XYZ Bank, XYZ BRANCH	00,00,000
00.00.2018	Ch No. 000000, XYZ Bank, XYZ BRANCH	00,00,000
00.00.2018	Ch No. 000000, XYZ Bank, XYZ BRANCH	00,00,000
00.00.2018	Ch No. 000000, XYZ Bank, XYZ BRANCH	00,00,000
Grand Total		0,00,000/-

And the Vendor hereby acknowledges of receiving the above said amount towards sale consideration from the Purchaser, and the Vendor also agrees to get the Sale Deed executed in any person/s third parties as told by the Purchaser at the time of registration of Sale Deed with the consenting witness of his wife and children's.

7. The parties have mutually agreed upon to execute the sale deed within a short period from the date of this Agreement of sale.

8. All costs, charges and stamp duty, registration charges and expenses in connection with preparation and execution of the conveyance and other documents shall be borne by the Purchaser.

9. The Vendor assures the Purchaser that the Schedule `B' Property of his share is free from all encumbrances, court attachments, litigations, disputes, minor claims or maintenance claims or any charges and is not subjected to any encumbrances/lien.

10. The Vendor further assures the Purchaser that he will not enter into any other sale transaction with any third parties in respect of his share in the Schedule `B' Property.

11. The Vendor further agrees to indemnify the Purchaser for any loss or damages sustained in future before registration.
12. The Vendor further assures the Purchaser that he has every right to convey, transfer and sell his share in the Schedule `B' Property.
13. The Vendor has agreed to execute Sale Deed in respect of his share in the Schedule `B' Property in favour of the Purchaser or in favour of their nominee/s at the time of registration within the stipulated period.
14. The Vendor assures the Purchaser that his share in the Schedule `B' Property is not subjected to any charge, lien, mortgage, etc., and it is free from all encumbrances.
15. That further the Vendor has agreed to handover the vacant peaceful possession of his share in the Schedule `B' Property to the Purchaser at the time of Registration of Sale Deed.
16. That the both the parties are at liberty to enforce this Agreement for specific performance in accordance with law in the event to any breach of the terms and conditions of this Agreement by either of the Party and the affected party at liberty to recover the damages from the party committing breach.
17. Further the Vendor assures the Purchaser that he has no objection in getting the entire khatha of flat No 001 being transferred to the Purchaser once the Sale Deed is executed by the Vendor.
18. The Purchaser will thus acquire a total Super Built up Area of 1350 square feet along with 315- UDS in the Schedule A Property, in the Residential Apartment No. 001, by way of Sale Deed through the Vendor of his share which is more fully described in the Schedule `B' Property.

SCHEDULE 'A'

All that piece and parcel of entire vacant site bearing No:550 (previously land in Sy.No:43/1 and 43/2 of Akkthimmanahalli Village), situated at Akkithimmanahalli Layout, Bangalore, Corporation Ward No:117 (Old Ward No:70), PID No:70-70-550, measuring 49,572 , within the limits and administration of Shanthinagar Zone and bounded on the :

East By : Land in Sy.No:43/3 belonging to
Sri.H D Gangaraj;
West By : Private Property and Ayyappa Swamy Temple;
North By : 65 ft. Church Road (Third Cross Road);
South By : Property belonging to KSRTC / BMTC;

MEASURING:

East to West : 175.52 ft. (53.50 Mtrs) on the northern side;
181.08 ft. (55.36 Mtrs) on the southern side;
North to South : 297.01 ft. (90.55 Mtrs) on the eastern side;
259.03 ft. (79.02 Mtrs) on the western side;

SCHEDULE – B

(Property hereby agreed to be sold to the Purchaser)

An undivided 315 Sq.feet share, right, title and interest in the Schedule `A` Property.

SCHEDULE-C

(Description of the Flat unit agreed to be sold to the Purchaser corresponding to the acquisition of Schedule `B` Property)

A Residential Flat bearing No.001 on the ground floor in the Building known as “HERIITAGE SIGNATURES”, to be constructed on the property Schedule `A` Property with a built-up area of 1350 Sq.feet with 315 Sq.feet of undivided share of interest in Schedule A Property and proportionate share in common areas, equipped with One Car Parking space in the Basement floor.

SCHEDULE `D`

It is stipulated and agreed by the Purchaser:

a) That in the interest of the Purchaser and as the owners of the constructed residential apartment described in the `B` schedule and in order to promote and

protect the undivided interest held by them or their successors-in-interest, heirs or assignees and in consideration of the agreement with the Vendor herein the Purchaser shall agree and bind themselves with the other residential owners in respect of their undivided interest in the 'A' schedule property on the following terms:

- 1) Not to cause or cause to be done or permit any nuisance in or upon the premises or do anything which shall cause annoyance, inconvenience or disturbance to the occupiers of other apartments/open parking space of the premises.
- 2) Not to raise any construction in addition to the construction done, as described in the 'B' schedule and keep the walls partition walls sewers, drain pipes and appurtenances of the said agreement in good condition the Purchaser shall further agree not to damage the columns, beams, R.C.C. Roofing and the partition walls of the residential apartment.
- 3) The Purchaser shall have no exclusive right or claim over the common areas or facilities except in respect in 'B' schedule property and the reserved parking space (if any agree to be acquired). The Purchaser shall have undivided interest in the common areas along with the other residential owners.
- 4) The Purchaser shall not bring any action for partition or division of the general or the restricted common area such as park and other common facilities.

SCHEDULE 'E'

The Purchaser along with the other Purchaser of the residential apartments/owners shall comply and agree to form a Society or Association to defray the various expenses for the payment of taxes, maintenance, repairs and replacement or for making improvement on the residential apartment and its premises.

- 1) The Purchaser shall pay:
 - i) All rates or taxes and outgoings proportionate to their share, which are payable in respect of the 'B' schedule property and the building thereon.
 - ii) Expenses of routine maintenance of cleaning including painting, whitewashing of the office unit/shop as well as the common facilities areas.

iii) Expenses of maintaining the pump sets, lifts, generators, common sanitary/pipes, and electrical lines of the office unit/shop.

iv) Replacement of electrical bulbs in corridors.

v) Electrical and water charges for the common services.

vi) Expenses of employing one or more watchman.

vii) Expenses incurred for the maintenance of the parks, lawn in and around the office unit/shop.

2) That the Purchaser of this `B' schedule property shall not exempt themselves from liability for their contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of their residential apartment.

3) The Purchaser shall use their `B' schedule property only for residential use purpose only.

IN WITNESS WHEREOF the PARTIES hereto have signed this AGREEMENT on the date, month and year first above-written at BANGALORE.

WITNESSES:

1.

VENDOR

HERIITAGE INFRASTRUCTURES

2.

PURCHASER

DRAFTED BY ME:-