

Sale Deed

This Deed of Sale is made at **Bangalore** on this the ____th day of ____, Two Thousand & _____ (____-____-____).

Between

1. **Mr. M. Manjunath,**
Aged about 55 years,
s/o late.Muniswamappa.H
(for self and his son Vineeth M, aged about 18 years and as KARTA of the HUF)

- 1.1. **Mrs. Roopa B,**
Aged about 50 years,
w/o Mr. M Manjunath,

- 1.2. **Mr. Mohith M,**
Aged about 27 years,
s/o Mr. M Manjunath,

2. **Mrs. Rukkamma,**
Aged about 80 years,
w/o late Muniswamappa H,

Nos. 1, 1.1, 1.2 and 2 are all residing at No. 72, "Vanasri", Vaddarapalya, Gottigere Post, Bangalore – 560 083.

hereinafter referred to as the "**OWNER**" or **LANDLORD**" (which expression shall unless the context otherwise require include their respective heirs, legal representatives, successors, administrators and assigns) of the THIRD PART; **who are all represented herein by their duly constituted Power of Attorney Holder** M/s Arya Gruha Private Limited, represented by its Director and authorized signatory, Mr. Ramnarain C.K. constituted under a registered power of attorney dated. 30-03-2009 registered as document no. JPN-4-00411-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J.P.Nagar, Bangalore.

Hereinafter collectively referred to as "**Owners**" (which expression shall unless the context otherwise require include their successors, administrators and assigns) of the **first part**;

And

M/s Arya Gruha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at No.181, Ground Floor, Amarjyothi Layout, intermediate Ring Road, Domlur, Bangalore – 560 071 represented by its Director and authorized signatory, Mr. Ramnarain C.K. PAN: AAGCA9894B.

Hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors in title, administrators and assigns) of the **second part**;

In Favour of

1. **Mr.** _____, son of Mr. _____, aged about ____ years,
PAN: _____.
2. **Mrs.** _____, wife of Mr. _____, aged about ____ years,
PAN: _____.

Residing at _____.

hereinafter referred to as "**Purchaser/s**" (which expression shall wherever the context so requires or admits, mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the **other part**;

Whereas:

- I. Smt.Channamma, wife of late Kempanna @ Kempaiah conveyed the Property bearing Survey No.28/2 in favour of Sri. Hanumanthappa, son of Yarappa under a Deed of Sale dated 24.11.1962 (registered as Document No.5285/1962-63 of Book-I, Volume-355 at Pages 158 to 160 in the Office of Sub-Registrar Bangalore South Taluk)

- II. Sri. Hanumanthappa, son of Yarappa, his wife Smt. Seethamma and their eldest son Sri. H. Muniswamappa expired intestate, leaving behind Jayanna. H, son of late Hanumanthappa, Rukkamma, wife of late H.Muniswamappa and her children Premakumari.M, Saraswathi.M and Manjunath.M as the surviving legal heirs to succeed to the estate of the deceased.
- III. Pursuant to the death of Hanumanthappa, his son Sri. Jayanna.H and grandson Sri. M.Manjunath, son of late H. Muniswamappa were jointly registered as the kathedars of the Property bearing Survey No.28/2, along with other lands as reflected in Inheritance Register Extract bearing IHC No.23/1983-84.
- IV. Sri. H. Jayanna and Sri. M. Manjunath (grandson of late Hanumanthappa partitioned their joint family properties, which was recorded under a Memorandum of Partition dated 19.08.1986, wherein the Property bearing Survey No.28/2 was allotted to the share of Sri. M. Manjunath, son of late Muniswamappa under Item No.4 of the Subject 'B' of the Deed therein). Accordingly, Sri. M. Manjunath, son of late Muniswamappa was registered as the kathedar of the Property in the revenue records vide Mutation entry bearing MR No.45/2005-06.
- V. M.Manjunath has obtained conversion of the Property bearing Survey No.28/2, measuring 2 Acres 10 Guntas from agricultural to non-agricultural residential purposes vide Order No.ALN.SR(SU)14/2007-08 dated 23.1.2009 issued by Deputy Commissioner, Bangalore District (which is hereinafter referred to as the **Schedule A Property**).
- VI. M.Manjunath and his family members, for their legal and family necessities, entered into a Joint Development Agreement dated 30-03-2009 (registered as Document No. JPN-1-06509-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J. P. Nagar, Bangalore) with M/s Arya Gruha Private Limited (hereinafter Developer) the Developer for developing the Schedule "A" Property by constructing Residential Apartments. H. Jayanna and his family members have executed the said Joint Development Agreement as Confirming Parties.
- VII. The Developer is entitled to 65% share in the land and building and the owners are entitled 35% share in the same as per the said Joint Development Agreement.

- VIII. Pursuant to the aforesaid Joint Development Agreement, the Owners have executed a Power of Attorney dated 30-03-2009 in favour of the Developer for development of the property and sale of the Developers share of the apartments constructed on the property.
- IX. The Developer has formulated a scheme for development of the Schedule "A" property and obtained a sanction from the Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/AN/JN(NYD)/0540/2012-13 dated 24/10/2013 for construction of residential building.
- X. The Developer and Owners have executed a sharing agreement dated 29-01-2015 for identifying their shares.
- XI. The Developers, **out of their share** had offered to sell to the Purchaser/s and the Purchaser/s, after being satisfied about the title and marketability, agreed to purchase, undivided interest more fully described in Schedule B herein and the corresponding Apartment more-fully described in the Schedule C for a consideration of **Rs. _____/- (Rupees _____ only).**
- XII. The construction of the Schedule C Apartment is complete and the Owners and Developer are desirous of executing the Deed of Sale to convey ownership of the Schedule B Property and Schedule C Apartment to the Purchaser/s as agreed.

Now This Deed witnesses as Follows:

Consideration

1. The Purchaser/s has agreed to pay the Developers a sum **Rs. _____/-** **(Rupees _____ only)**. Out of which a sum of Rs. _____/- (Rupees _____ Only) has been received by the Developer partly from the Purchaser. Balance Rs. _____/- (Rupees _____ Only) being the loan amount sanctioned by the _____ Bank, Bangalore to the Purchaser and paid by DD/Cheque bearing No. _____, dated ____-____-____ drawn on _____ Bank, Bangalore in favour of the Developer. The receipt of the above mentioned payment has been acknowledged by the Developers

a) Out of the total consideration a sum of Rs. _____/- (Rupees _____ Only) (i.e 1% TDS has been deducted as per Section 194 1A of IT ACT and the same have paid to the Government, Vide Challan No. _____, dated ____-____-____.

- 1.2 The Owners herein are not receiving any part of the sale consideration in any manner as what is being conveyed in favour of the Purchaser/s herein is the developer's share in view of the sharing agreement between them.

Conveyance

- 1.3 In consideration of the Purchaser/s having paid the total consideration of **Rs. _____/- Rupees _____ only)** to the Developers, the Owners and Developers, hereby convey, grant and transfer unto the Purchaser/s the Schedule B and C Properties subject to the terms and conditions mentioned in Annexure I.
- 1.4 The conditions mentioned in Annexure I of this deed relating to the use of the apartments, common areas, etc. shall be deemed to be a part of this Deed.

Representations and Warranties

- 1.5 The Owners and Developers represent that they are entitled to validly alienate the Schedule B and Schedule C properties, that they have a clear and marketable right to the same, that there are no defects, encumbrances, liens, court decrees, lis pendens, attachments, acquisitions, trust or tenancy of any nature whatsoever, claim of maintenance or minor share, charges and/or claims of what so ever nature and the same is free from any legal or other hindrances.
- 1.6 The Developers and Owners represent that they have not entered into any agreement to sell the Schedule B and Schedule C properties with any other person/s.

Rights and Obligations of Purchaser/s

- 1.7 The Purchaser/s is entitled to absolutely own the properties conveyed and be indemnified by the Owners and the Developers for any loss that may be caused due to any of the representations being incorrect.
- 1.8 The Purchaser/s shall be bound by the conditions set out in Annexure I of this Deed relating to the use and enjoyment of apartments constructed on the Schedule A Property.

- 1.9 The Purchaser/s shall be liable to bear and pay all taxes, charges for electricity and other services and common outgoings payable in respect of the apartment either as a direct liability or as part of the common outgoings for the apartment complex.
- 1.10 The Purchaser/s agree that till such time that the Association of Apartment Owners is formed the Developers shall exercise all the powers of the Association and discharge its obligations.

Club House and Common Facilities:

- 1.11 The Developers are providing a Club House and Entertainment Facility outside the Schedule A Property and common facilities, etc. inside the Schedule A Property including roads, STP, transformer yards, electrical infrastructure, etc.
- 1.12 The Common facilities, Club House and Entertainment Facility shall be managed and maintained by the Association of Apartment Owners and be made available to the Apartment Owners to manage it on such terms as they find fit, with no charges payable to the Developers.
- 1.13 The Purchaser/s hereby consents to use of the space, as may be identified by the Developers for this purpose and consents to the same being provided for all owners of units in the project, which may consist of different phases which may be located within or outside the Schedule A Property and expressly consents to the use of common amenities including the roads, Club House and Entertainment Facility in any phase by any of the Owners of units in the Project.

Miscellaneous:

- 1.14 The Owners and the Developers hereby undertake to further sign, execute and do all such acts, deeds and writings at the cost of the Developers for absolutely conveying to the Purchaser/s the Schedule B & C Property, if required.
- 1.15 The Purchaser/s has borne the stamp duty and registration charges with regard to this Sale deed.

RERA:

1.16 All rights, obligations and terms under this deed are subject to the requirements of Real Estate (Regulation and Development) Act 2016 and the parties agree to modify this agreement to comply with the same as applicable.

Schedule A

All that piece and parcel of residentially converted land vide the Special Deputy Commissioner Official Memorandum dated 23.01.2009 bearing No.ALN SR(S.U)14/2007-08 from agricultural to non-agricultural residential use comprised in **Survey No.28/2, BBMP Khatha No.12/12/28/2** situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, measuring **2 Acres 10 Guntas** and bounded on the:

ON THE EAST	:	Land bearing Survey No.28/3;
WEST	:	Road
NORTH	:	Land bearing Survey No.28/1;
SOUTH	:	Village boundary of K.Halli Village;

Schedule B

____/98010 sft of undivided right, title and interest in the Schedule-A property.

Schedule C

Apartment No._____, (**__ BHK**) **BLOCK NO.**____ in the building called "**ARYA HAMSA GRANDE**" on the _____ **Floor**, to be constructed on the Schedule 'A' property proportionate to the schedule B property having a super built up area (i.e. plinth area + proportionate share of common area) of _____**sq.ft** along with _____ **Covered car park no.**_____ in the basement / Stilt.

The Said Apartment has RCC Roofing, Vitrified Flooring, moulded design door shutters and UPVC windows.

In witness whereof the Parties above mentioned have executed this Sale Deed on the day, date and year first mentioned

WITNESSES

1.

OWNERS

2.

DEVELOPER

1.

**2.
PURCHASER/s**

Annexure I

Rights and Obligations of Unit Holders/Purchaser/s

1. ASSOCIATION:

- 1.1 The Purchaser shall become member/s of the association/society of the apartment complex that shall be formed along with all the other owners of the respective units to manage the affairs of the residential building constructed on Schedule A property.
- 1.2 The Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the state/central government, corporation of the City of Bangalore, or association of apartment owners or any other authority in regard to ownership or enjoyment of such apartments.
- 1.3 The Purchaser shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes and cesses, electrical and water tax and all other maintenance charges of the building, including salaries and overheads of the maintenance crew to the Developer as may be determined by the Developer. In the event of default in paying such expenses, the Developer or the organization shall have the right to remove / disconnect such common amenities including water and electricity from enjoyment of the Purchaser.
- 1.4 Any dues of the Purchaser towards common outgoings for the apartment complex will attract penal interest at 24% per annum (2% per month), which shall be payable to the association. Any outstanding including interest amounts may be adjusted against the deposit held by the association and / or deducted from any of the moneys payable by the association to its members.
- 1.5 The association shall appoint an agency / committee or the Developer, hereinafter referred to as the Maintenance team to carry out all the day to day activities of maintaining the building, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the association etc.
- 1.6 Till such time as it is decided otherwise by the association, the Developer shall be the appointed Maintenance team.

2. CO-OPERATION:

- 2.1 The Purchaser agree/s to co-operate with the other co-purchasers and/or co-occupants and the MAINTENANCE TEAM in the management and maintenance of the Schedule-A Property.
- 2.2 The Purchaser agree/s to observe the rules framed from time to time by the MAINTENANCE TEAM.
- 2.3 The Purchaser agree/s to allow the MAINTENANCE TEAM with or without workmen to enter into the apartment for the purpose of maintenance and repairs subject to 48 hours notice in writing of such purpose.
- 2.4 The Purchaser agree/s not to throw dirt, rubbish or other refuse or permit the same to be thrown from or accumulated in the apartment or in the compound or any portion of the Schedule A property.

3. INSURANCE:

- 3.1 The Purchaser agree/s not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the apartment or any part of the building or cause increased to be payable in respect thereof if the building is insured.

4. USES PERMISSIBLE IN THE UNIT

- 4.1 The Purchaser agree/s not to use the apartment or permit the same to be used for any purposes whatsoever other than as a place of residence.
- 4.2 The Purchaser agree/s not to use the apartment for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as an office, Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

5. EXPENSES:

- 5.1 The Purchaser agree/s to pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes proportionately for the apartment and/or common parts/areas and/or to make deposits on account thereof in the manner mentioned hereunder to the MAINTENANCE TEAM. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the apartment has been taken or not. The said amounts shall be paid without raising any objection thereto regularly and punctually within 72 hours to the MAINTENANCE TEAM.
- 5.2 The Purchaser agree/s to deposit the amounts reasonably required with the MAINTENANCE TEAM towards the liability for rates and taxes and other outgoings.
- 5.3 The Purchaser agree/s to pay charges for Electricity and Water in or relating to the apartment wholly and proportionately relating to the common parts.

6. STRUCTURAL STABILITY:

- 6.1 The Purchaser agree/s to maintain or remain responsible for the structural stability of the apartment and not to do anything which has the effect of affecting the structural stability of the building.
- 6.2 The Purchaser agree/s not to make in the apartment any structural addition and/or alterations such as beams, columns, or improvements of a permanent nature except with the prior approval in writing of the MAINTENANCE TEAM.
- 6.3 The Purchaser agree/s not to store or bring and allow to be stored in the apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- 6.4 The Purchaser agree/s not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

- 6.5 The Purchaser agree/s not to do or cause anything to be done in or around the apartment which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling of the said Unit or adjacent to the apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 6.6 The Purchaser agree/s not to damage or demolish or cause to be damaged or demolished, the apartment or any part thereof or the fittings and fixtures affixed thereto.

7. MODIFICATIONS / ALTERATIONS AND AESTHETIC APPEARANCE OF THE BUILDING

- 7.1 The Purchaser agree/s not to do any act or thing that may adversely affect the aesthetic appearance / beauty of the building of which the apartment would be a part.
- 7.2 The Purchaser agree/s to seek written permission from the Association / Society for any modification / alterations or repair work to the exterior of the building. However, if Association / Society does not respond to the same within 21 (Twenty one) days from the date of issue of the letter, the Purchaser may go ahead with the said modifications / alterations.
- 7.3 The Purchaser agree/s not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the apartment which in the opinion of the Developer differs from the colour scheme of the building or deviation or which may affect the elevation in respect of the exterior walls of the said building.
- 7.4 The Purchaser agree/s not to fix or install air-conditioners for the apartment save and except through the Developer.
- 7.5 The Purchaser agree/s not to install grills, the design of which has not been approved by the Architects appointed by the Developer.
- 7.6 The Purchaser agree/s not to put any article in or upon the windows balconies / terrace railings / roof and other portions that may be exposed in a manner or be visible to the outsiders.

8. CAR PARK

- 8.1 The Purchaser agree/s not to use or permit to be used, the allocated car parking space/s for any other purposes whatsoever other than parking of his/her/their own car/cars.
- 8.2 The Purchaser agree/s not to rent/lease out the car parking space/s except to persons residing in the same building.
- 8.3 The Purchaser agree/s not to keep in the parking space/s anything other than private motor car or motor cycle and not to raise or put up any kutcha or pucca construction, grill, wall or enclosure thereon or part thereof and to keep it always open as before.
- 8.4 The Purchaser agree/s not to permit any person to reside in the car parking spaces.
- 8.5 The Purchaser agree/s not to park the car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the Association.
- 8.6 The Purchaser agree/s not to transfer / sell the said car parking spaces to any outsider.

9. RIGHTS TO COMMON AREAS AND FACILITIES:

- 9.1 The Purchaser together with all other co-owners of the Schedule-A property shall have equal rights to all common amenities and facilities built or provided in Schedule A property. If the Purchaser wants to make any changes in / openings into the common area, he/she/they will have to take prior concurrence from a majority of the other co-owners of the Schedule-A property.
- 9.2 The schedule A property will be held by all the Apartment owners as "Co-owners" each having an undivided share therein as per the terms and conditions of the deed of conveyance to be obtained from the owners and all passages, lobbies, staircase, water lines and sewer lines as also the other areas which are used in common by the apartment holders, will belong to and vest in the Apartment owners, to be used by all of them jointly and in common, and none of the Apartment owners shall place any obstructions or store or keep any articles in the common areas.

9.3 The Purchaser agrees that the demarcated garden area on the ground floor and the demarcated terrace rights/space, allotted / retained by the Developer, as the case may be shall be to the exclusive use of the allottees and the Purchaser shall at no time after the completion of the project and formation of any association/condominium/organization of apartment owners, claim any rights thereto or deprive the allottees of the said garden space or the terrace area. However the allottees shall provide all necessary access for repairs to water lines, sewage lines, chambers, water tanks, power lines, panel boards or any other services.

IN WITNESS WHEREOF the Parties above mentioned have executed and delivered this day and Year mentioned above

Witnesses

1.

OWNER'S

2.

DEVELOPER

1.

2.

PURCHASER/s

Drafted By: