

THIRUMALES H

304 EBONY



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No.	: IN-KA73973746021754P
Certificate Issued Date	: 25-Jan-2017 02:37 PM
Account Reference	: NONACC (FI)/ kacrsf108/ INDIRA NAGAR1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0897078312416726P
Purchased by	: MAHABALESHWARA PROMOTERS AND BUILDERS PVT LTD
Description of Document	: Article 5 Agreement relating to Sale of Immoveable property
Description	: SALES AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAHABALESHWARA PROMOTERS AND BUILDERS PVT LTD
Second Party	: THIRUMALES H A AND SHOBHA H B
Stamp Duty Paid By	: MAHABALESHWARA PROMOTERS AND BUILDERS PVT LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



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AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS THE 27th DAY OF JANUARY TWO THOUSAND SEVENTEEN (27/01/2017) AT BANGALORE:

For MAHABALESHWARA PROMOTERS
& BUILDERS (P.) LTD.,

SANJITH NAIK
Executive Director

BETWEEN:

**M/s. MAHABALESHWARA PROMOTERS
& BUILDERS PVT LTD.,**

PAN: AABCM 2700 K

A Company registered under the Companies Act 1956,
Having its Registered & Corporate Office at 'Classique Pride',
Block 'A', 3rd Floor, Bikarnakatte,
Mangalore-575 005.

Represented by its Executive Director/ Authorised Signatory,
Mr. Sanjith Naik, aged 42 years,
Son of Sri.K.C.Naik

Hereinafter called the 'VENDOR' shall wherever the context so applies shall mean and include the Company, its Directors, Successors-in-Office, Assigns, Executors, Administrators, Legal Representatives, etc., of the ONE PART.

AND:

Sri THIRUMALESH A.

S/o. G. T. ADIVAPPA

aged 45 years,

Residing at B- 3, P & I Quarters,

Bangalore Dairy Colony,

Dr. M. H. Marigowda Road, DMRC post,

BANGALORE 560 029.

PAN No. **A F O P A 2 9 6 8 L**

Smt. SHOBHA. H. B.

W/o THIRUMALESH A.

aged 42 years,

Residing at B- 3, P & I Quarters,

Bangalore Dairy Colony,

Dr. M. H. Marigowda Road, DMRC post,

BANGALORE 560 029.

PAN No. **A B Q P H 4 3 3 4 K**

Permanent Address

Mr Thirumalesh A.

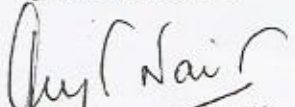
S/o, G. T. Adivappa

Chitrahalli post, holalkere Taluk

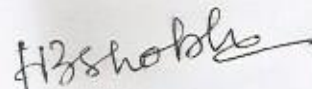
CHITRADURGA DISTRICT 577 557

Hereinafter called the 'PURCHASER/S' shall wherever the context so applies shall mean and include his/her/their respective Legal Heirs, Assigns, Successors, Executors, Administrators, Legal Representatives, etc., of the OTHER PART.

For MAHABALESHWARA PROMOTERS
& BUILDERS (P.) LTD.,


SANJITH NAIK
Executive Director





WHEREAS, the Vendor is the sole and absolute Owner in peaceful possession and enjoyment of all that piece and parcel of the Residential Property bearing No.C-42/1, presently bearing BBMP Khata No.195/A/195/25/A, (Portion of Plot No.C-42) measuring East and West 50 feet; North and South 90 feet & Residential Property bearing No.C-42/2, presently bearing BBMP Khata No.195/195/25, (Portion of Plot No.C-42) measuring East and West 50 feet; North and South 90 feet, both situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore District, in all measuring East and West 100 feet; North and South 90 feet, totally 9000 sq. feet, which property is morefully described in the schedule hereunder and hereinafter referred to as the **SCHEDULE 'I' PROPERTY**, the Vendor having acquired the same vide Deed of Sale dated 13/1/2016, registered as document No.GNR-1-04223/2015-16 of Book I, stored in C.D.No.GNRD114, in the Office of the Sub-Registrar, Gandhinagar, Bangalore, executed by its previous owner/s Mr.Richard Francis Valerian D'Souza, son of Mr.Joseph D'Souza and another.

WHEREAS, thus the Vendor having acquired the Schedule I Property in the manner mentioned above is in peaceful possession and enjoyment of the same. The Khata of the Schedule I Property is presently standing in the name of the Vendor in the revenue records of Bruhat Bangalore Mahangara Palike and further upto date taxes relating to the Schedule I Property has been paid by the Vendor and thus the Vendor is in actual physical possession and enjoyment of the Schedule I Property, with absolute power of dispossession over the same.

WHEREAS, the Vendor has formulated a scheme of development of the **SCHEDULE 'I' PROPERTY** into a multi storied residential apartment Building/s and in this regard the Vendor has also secured sanctioned Building Plan vide L.P.No...737/2015/2016 dated 09/08/2016 sanctioned by BBMP and has also commenced the development activities over the Schedule I Property under the name and style of "**CLASSIQUE EBONY**".

WHEREAS the Purchaser/s herein has/have inspected the documents of title relating to the Schedule 'I' Property as well as the Sanctioned Plan, specifications, designs and specifications prepared by the Architects and other documents relating to the Project and after being satisfied about the Vendor's title over the Schedule I Property and the scheme of development over the Schedule I Property by the Vendor, is/are desirous of owning an apartment in the multistoried building, has/have come forward to purchase **534.86 Square Feet of undivided share**, right, title, claim, interest and ownership over the Schedule I Property, which is morefully described in the Schedule hereunder and hereinafter referred to as the '**SCHEDULE II PROPERTY**', along with a right to get caused the construction of the Flat bearing No. 304 in Third Floor, admeasuring 1265 sq. feet super built up area, One Covered Car Parking Space G - 14 in Ground Floor, in the Apartment building known as "**CLASSIQUE EBONY**" which flat is morefully described in the Schedule hereunder and hereinafter referred to as the "**SCHEDULE III PROPERTY**", through the Vendor, subject to rights and restrictions mentioned in Schedules IV to VII mentioned hereunder

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

NOW THIS AGREEMENT FURTHER WITNESSETH AS FOLLOWS:

The Vendor hereby offers to sell the Schedule II Property to and in favour of the PURCHASER/S herein and get caused the Construction of the above said Flat mentioned in Schedule III hereunder, through the Vendor, for an agreed sale consideration mentioned herein below, subject to rights and restrictions mentioned in Schedules IV to VII mentioned hereunder.

For MAHABALESHWARA PROMOTERS
& BUILDERS (P.) LTD.,

[Signature]

[Signature]

[Signature]

1. The VENDOR hereby agrees to sell the Schedule II and Schedule III Property to the Purchaser/s for a total sale price of Rs 61,52,800.00 as an absolute estate free from all encumbrances, claim, charges and subject to the terms and conditions contained hereunder. The above cost of sale price includes the value of undivided right, cost of construction of apartment, cost of ONE CAR PARK and excludes the cost of registration fees, stamp duty and other legal/incidental expenses. However the PURCHASER/S shall be liable to pay proportionate VAT and applicable service tax or GST to the concerned government or other Statutory Authority at whatever rate is applicable at the time of payment, whenever the Vendor calls upon to do so.

COST OF APARTMENT	59,02,800.00
COST OF CAR PARK	2,50,000.00
TOTAL COST	61,52,800.00

Add : Statutory Levy

a.	VAT CURRENT RATE @ 4 %	2,46,112.00
b.	SERVICE TAX CURRENT RATE @ 4.5 %	2,76,876.00
	GRAND TOTAL	66,75,788.00

2. That, in pursuance of the said agreement the PURCHASER/S has/have this day paid advance sale consideration of Rs 13,35,158.00 vide
Chq No 411977 dt 16.01.2017 for Rs 1,00,000.00 drawn on Corporation bank,
Chq No 411980 dt 27.01.2017 for Rs 2,00,000.00 drawn on Corporation bank,
Chq No 570864 dt 27.01.2017 for Rs 4,35,000.00 drawn on Syndicate bank,
Chq No 411979 dt 28.01.2017 for Rs 2,00,000.00 drawn on Corporation bank,
Chq No 570863 dt 27.01.2017 for Rs 4,00,158.00 drawn on Syndicate bank,

to the Vendor and the receipt of which sum the Vendor hereby duly admits and acknowledges.

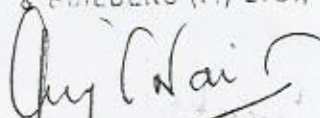
BREAK-UP OF ADVANCE RECEIVED -

COST OF APARTMENT AND CAR PARK -	Rs.	12,30,560.00
VAT @ 4 %	Rs.	49,223.00
SERVICE TAX 4.5 %	Rs.	55,375.00

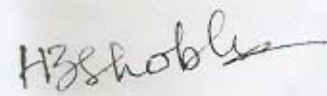
3. The Purchaser/s has/have agreed to pay the balance sale consideration of Rs 53,40,630.00 (Rupees Fifty Three lakhs Forty Thousand Six Hundred and Thirty Only) to the Vendor in the manner mentioned below:

Sr No	Period	Principle Amount	Vat @ 4 %	Service Tax @ 4.50 %	Total
(A)	advance received	1230560	49222	55375	1335158

For MAHABALESHWARA PROMOTERS
& BUILDERS (P.) LTD.,


SANJITH NAIK
Executive Director



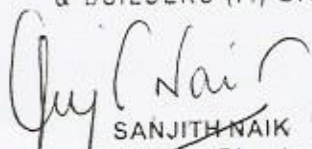


1	15.02.2017	2187664	87506	98445	2373615
2	15.03.2017	273458	10938	12306	296702
3	15.04.2017	273458	VAT AS APPLICABLE	SERVICE TAX AS APPLICABLE	
4	15.05.2017	273458			
5	15.06.2017	273458			
6	15.07.2017	273458			
7	15.08.2017	273458			
8	15.09.2017	273458			
9	15.10.2017	273458			
10	15.11.2017	273458			
11	15.12.2017	136727			
13	At the time of taking possession or at the time of registration of sale deed, whichever is earlier	136727			
(B)	TOTAL	4922240			
A + B	GRAND TOTAL	6152800			

The aforesaid taxes (VAT & SERVICE TAX) are calculated as per the current tax structure. Any increase / amendment in the tax structure will be informed and that has to be borne by the purchaser.

4. That, the VENDOR shall complete Schedule III Apartment before December 2017 end and shall deliver the same to the PURCHASER/S in a condition fit for occupation. The time is the essence of contract.
5. That the super-built-up area/saleable area of the Schedule III Apartment mentioned here below is inclusive of the following area;
 - a) Plinth area of the apartment including the balconies.
 - b) Proportionate area of staircase, lift area & passage area in all floors.
 - c) Proportionate area of entrance lobby in the Ground floor, electric room, watchman's room, common toilets and other commons areas constructed within the building or within the Schedule I Property.
 - d) Proportionate area of staircase room & lift machine room in terrace.
 - e) One Covered Car Parking Space in Ground Floor No G - 14.
6. That the PURCHASER/S shall reimburse the maintenance charges to the VENDOR from the date when the VENDOR inform the PURCHASER/S in writing that the apartment is ready for occupation as per clause mentioned here below.

For MAHABALESHWARA PROMOTERS
& BUILDERS (P.) LTD.,


SANJITH NAIK
Executive Director



