

DEED OF SALE

This DEED OF SALE is made and executed on **this the** _____ **day of**
, Two Thousand and Eleven (/ /2011), at MYSORE.

BY **SRI. KAVERAPPA. K. C,**
Aged About 37 years
S/o. Late Sri. Chengappa:
Residing at:
No. 31, 1st A Main,
Vijayanagar, 1st Stage,
MYSORE.

(Represented by his GPA holder,
Sri Himanshu Gupta.

(Hereinafter called the **Vendor** which expression shall include his legal heirs, legal representatives, executors, administrators, assigns, nominees etc.)

AND **M/s. ISHYA PROPERTIES,**
A Partnership Firm, Registered under the Registrar of Firms,
having its office at
No. 4, 10th 'A' Main, 1st Cross,
Parallel to 100 Feet Road, Indiranagar, II Stage,
BANGALORE – 560 038

Represented by its Authorized Signatory,
Mr. Himanshu Gupta.

(Hereinafter called the **Developer/Confirming party** which expression shall include its legal representatives, executors, administrators, successors-in-office, assigns, nominees etc.)

IN FAVOUR OF

MR.

Aged about years

S /o Sri.

Residing at ,

,

,

Bangalore ,

(Hereinafter called the '**Purchaser/s**' which expression shall include his/her/their legal heirs, legal representatives, executors, assigns, nominees etc.)

WHEREAS, the **Vendor** herein is the absolute owner in possession and enjoyment of land measuring One (1) Acre Two (2) Guntas in Survey Number Fifty Four Part (Sy No: 54/3), One (1) Acre Two (2) Guntas in Survey Number Fifty Four Part (Sy No: 54/4), Four (4) Acres Eight (8) Guntas in Survey Number Fifty Four Part (Sy No: 54/1) and Thirty One and Half (31 ½) Guntas in Survey Number Fifty Five Part (Sy No: 55/3) totally measuring Twelve (7) Acres Eight (3 ½) Guntas, All four situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk which is more fully described in the Schedule – A hereunder and hereinafter referred to as **SCHEDULE 'A' PROPERTY** having purchased the same under Three Sale Deeds, dated 26/11/2007, 29/11/2007 and dated 26/11/2007 respectively, from its Previous Owners Shri. Shivanna and others and Smt. Malamma and others, registered as Document No: MYN-1-17651-2007-08, CD No: MYND166, and Document No: MYN-1-13957-2007-08, CD No: MYND159, MYN-1-14518-2007-08, CD No: MYND160 and MYN-1-13955-2007-08, CD No: MYND159, respectively, in the Office of the Sub Registrar, Mysore North.

WHEREAS, the Vendor being the absolute Owner is in possession and enjoyment of the **Schedule A property** to the exclusion of others and the name of the VENDOR has been entered in the concerned Revenue records.

WHEREAS the Vendor herein who is desirous to develop the Schedule A Property into a residential layout approached the Developer/Confirming Party who has vast experience in execution of works of development of properties for development of

Schedule 'A' property and has entered into the following agreements of sale and Power of Attorney with the Developer for development of **Schedule 'A' property**.

- 1) Sale Agreement dated 28/05/2008 executed by K.C. Kaverappa in favour of M/s ISHYA PROPERTIES in respect of Survey No. 54/3 AND 54/4 situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk, which is registered as Document No. MYN-1-02171-2008-09, stored in CD No. MYND171.
- 2) Sale Agreement dated 28/05/2008 executed by K.C. Kaverappa in favour of M/s ISHYA PROPERTIES in respect of Survey No. 54/1 situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk, which is registered as Document No. MYN-1-02175-2008-09, stored in CD No: MYND171.
- 3) Sale Agreement dated 28/05/2008 executed by K.C. Kaverappa in favour of M/s ISHYA PROPERTIES in respect of Survey No. 54/1 situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk, which is registered as Document No. MYN-1-02178-2008-09, stored in CD No: MYND171.
- 4) General Power of Attorney dated 29-05-2008 executed by K.C. Kaverappa in favour of M/s ISHYA PROPERTIES in respect of Survey Nos. 54/1,54/3,54/4 and 55/3 situated at **Dadadahalli Village**, Jayapura Hobli, Mysore Taluk, registered as Document No. 142 of 2008-09.

WHEREAS, in furtherance of the agreement of sale referred to above, the VENDOR has applied for layout approval with the MUDA, Mysore, and the MUDA has accorded sanction for formation of a residential layout on Schedule 'A' property consisting of various plots with different dimensions and different total areas, vide its order **MCDA:NAYO:VAVIKA:01:11-12 dated: 07.04.2011**.

WHEREAS, pursuant to the said approval by MUDA for formation of a residential layout, the Developer/Confirming Party is developing the Schedule A property in the name and style of "**HIGHLANDS**" [hereinafter called as the **said layout**]

WHEREAS, the Vendor having received sale consideration amount from the Developer, has authorized the Developer to negotiate, fix the price of the plot and executed Sale Deed for and on behalf of the Vendor with the prospective purchaser/s as a General Power of Attorney Holder.

WHEREAS, the Purchaser/s herein who is/are interested in purchasing a site in the said layout has/have applied to the Developer/Confirming party for allotment of site measuring East To West _____ Mtrs and North to South _____ Mtrs Total _____ Sq. Mtrs (_____ Sq .ft.), and the Developer/Confirming party has agreed to sell site bearing **No. _____**, in the said layout to the purchaser herein for a sum of **Rs. _____ /- (Rupees only)** on the following terms and conditions, which is more fully described in the Schedule 'B' hereunder and hereinafter referred to as the '**SCHEDULE 'B' PROPERTY**'.

WHEREAS, the Purchaser/s has/have paid the entire sale consideration to the Developer/Confirming party and the Developer/Confirming party in turn has accounted this sum against the VENDOR's account.

WHEREAS, the Developer/Confirming party keeping in mind the best interests of the PURCHASER(S), and to ensure harmonious, hassle free living, with other prospective plot owners, in its wisdom has enumerated in the Annexure ' A ' & Annexure 'B' herein the rights and obligations, which shall be scrupulously adhered to by the purchaser.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in consideration of payment of the entire sale consideration of **Rs. /- (Rupees _____ only)** paid by the PURCHASER/S, the receipt of which is hereby acknowledged by the Developer/Confirming party the VENDOR and the Developer/ Confirming party do hereby sell, convey, transfer, grant assign UNTO AND TO THE USE of the PURCHASER/S all that piece and parcel of **Schedule 'B' Property** free from encumbrances, court attachments, litigations, maintenance, charges, claims and demands, TO HAVE AND TO HOLD the same by the PURCHASER/S as an absolute owner without any interruption or disturbances by the

VENDOR/Confirming party or any persons claiming through or under them or from any of the predecessors in title of **Schedule A property**.

2. The VENDOR hereby undertakes, confirms and covenants with the purchaser as follows:
 - (a) That he is the absolute owner and possessor of the Schedule 'A' property with clear marketable title, entitling him to alienate **Schedule 'B' Property** in favour of the PURCHASER/S.
 - (b) That the **Schedule 'B' Property** hereby sold shall be peacefully and quietly entered upon, held and possessed and enjoyed by the PURCHASER/S without any let or hindrance or claim or demand whatsoever made or suffered by the VENDOR or anyone claiming under through or in trust for the VENDOR.
 - (c) That the Vendor has paid or shall pay all the taxes, cesses, etc., upto the date of execution of this deed to the concerned authorities, and the PURCHASER/S shall be at liberty to get the Khata of the Property transferred to his/her/their name in all the records of the concerned authority and the VENDOR hereby undertake to sign all such application as may be required for the purpose.
 - (d) That easement right shall be enjoyed not only by PURCHASER/S but also by the other plot Owners including the VENDOR/ Confirming party.
 - (e) That the PURCHASER/S shall own, enjoy and deal with the **Schedule 'B' Property** as absolute owner subject to the rights and obligations mentioned under the Annexure 'A & B' .
 - (f) The VENDOR undertakes to indemnify the PURCHASER/S at all times against all losses, expenses and damages which the Purchaser may sustain

or incur due to third party claims and demands in respect of **Schedule 'B' Property**.

3. The VENDOR and the Confirming party hereby reserve and retain unto themselves absolute and unrestricted right to use/develop/dispose of the remaining extent of land in the **Schedule 'A' Property** as they deem fit and the PURCHASER/S shall not have the right to question such use and enjoyment and disposal by the VENDOR or the Confirming party to any other person/s.
4. The VENDOR has this day delivered vacant possession of the Schedule 'B' property as per dimension and as accepted by the PURCHASER.
5. The VENDOR has already delivered to the PURCHASER/S Photostat copies of all the documents of title pertaining to **Schedule 'A' property** and on the formation of the Plot Owners' Association by the Developers, all the Original Title Deeds pertaining to the **Schedule 'A' Property** will be handed over to the said Plot Owners' Association and Photostat copies of the same in respect of individual plots shall be given to the respective Plot Owners and the available Original documents whenever reasonably required by the Purchaser shall be made available for his/her verification at the place fixed by the Developer and the PURCHASER has purchased **Schedule 'B' property** only upon being satisfied with the VENDOR'S title to the **Schedule 'A' Property**.
6. The VENDOR further covenants with the PURCHASER/S and assure that the PURCHASER/S shall have the Khata of the Schedule 'B' Property transferred to his/her/their name in the concerned revenue department as absolute owner thereof and the VENDOR undertakes to execute the necessary documents for the transfer of Katha in the name of the PURCHASER/S as absolute owner thereof.

SCHEDULE 'A' PROPERTY

(Total property in the First Phase of the residential layout known as HIGHLANDS)

Item No. 1 (a)

All that piece and parcel of Residentially converted Land bearing survey No. 54/3, measuring 1 Acres 02 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

East by	:	Remaining Part of Land bearing Survey No 54
West by	:	Railway Line
North by	:	Remaining Part of Land bearing Survey No 54
South by	:	Mehna Farm land bearing Survey No 53

Item No. 1 (b)

All that piece and parcel of Residentially converted Land bearing survey No. 54/4, measuring 1 Acres 02 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

East by	:	Land bearing Survey No 55/1
West by	:	Remaining Part of Land bearing Survey No 54
North by	:	Remaining Part of Land bearing Survey No 54
South by	:	Mehna Farm land bearing Survey No 53

Item No. 2

All that piece and parcel of Residentially converted Land bearing survey No. 54/1, measuring 4 Acres 08 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

East by	:	Land bearing Survey No 55/1
West by	:	Railway Line
North by	:	Land bearing Survey No 56
South by	:	Remaining Part of Land bearing Survey No 54

Item No. 3

All that piece and parcel of Residentially converted Land bearing survey No. 55/3, measuring 31 ½ Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

East by : Road
West by : Land bearing Survey No 54
North by : Land bearing Survey No 55/2
South by : Remaining Part of Land bearing Survey 55/1

SCHEDULE 'B' PROPERTY

(Plot/ Site Conveyed to the Purchaser under this Deed in the Second Phase of the residential layout known as HIGHLANDS)

All that piece and parcel of **Site bearing No.** , situated on the Schedule 'A' property measuring East to West **Mtrs (Feet)** and North to South **Mtrs (Feet)**, totally and measuring **Sq.Mtrs (Square Feet)** and bounded on :

East By : ;
West By : ;
North By : ;
South By : .

ANNEXURE 'A'
RIGHTS OF THE PURCHASER.

The PURCHASER/S shall have the following rights in respect of the **Schedule 'A' Property.**

1. The Right to use the **Schedule 'B' Property** for residential purposes only.
2. The Purchaser shall have the right to get water, electricity, sewerage and other connections to the **Schedule 'B' Property** through the main pipes, wires, sewer lines, drain and water courses, cables and wires which are provided or may at

any time be provided in the common areas of Schedule A Property and has the right to lay cables or wires for Radio, Television, Telephone, Satellite Television, and such other installations, in any part of the **Schedule B Property**.

3. Right to use along with other owners of plots all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the VENDORS/Developers and/or the Owners' Plot Owners' Association.

ANNEXURE 'B'
OBLIGATIONS ON THE PURCHASER/S

1. If the PURCHASER(S) choose(s) to sell/ transfer(s) the plot, a No Due Certificate has to be obtained in advance before such sale or transfer from the developer or the Plot Owners' Association formed by the Developer.
2. All the norms laid by the Developer and communicated to the PURCHASER/S shall be binding on the PURCHASER/S and under no circumstances the 'B' Schedule plot shall be used for non - residential purpose. The PURCHASER (S) shall construct the residential building only as per the norms laid down by the Developer as detailed in Clause 11 hereunder.
3. The purchaser shall construct the building according to the building bye -laws as are applicable from time to time by observing all conditions and provide clear setbacks required under MUDA/Local Authority bye laws. All Plot Owners shall strictly follow the Bye laws prescribed by MUDA or other developmental authorities with regard to the construction of residential building without exceptions regarding set backs etc. If any violations of setbacks have been committed by the plot owners, the Developer or the Plot Owners' Association shall have every right to stop the construction of the said house by the Purchaser on the Schedule property, unless the defect is cured.

4. As long as the layout is maintained by the Developer the PURCHASER(S) shall pay proportionate monthly maintenance charges as applicable. In other words, the Purchaser is liable to pay maintenance charges to the Developer during the period when the Layout is maintained by the Developer and thereafter to the Plot Owners' Association as long as the Purchaser is holding the Property. The Developer or Plot Owners' Association shall not use collected advance maintenance expenses from the Purchaser until the completion of common civic amenities works like roads, electric lines, water connectivity, drainage lines, sewage lines and parks in Schedule 'A' Property.
5. The Monthly maintenance expenses shall be shared by all the Residents or Plot owners in proportion to the size of their respective sites.
6. In the event the Plot Owner/s defaulting in the payment of the above maintenance fees for more than 3 months, the Developer/Plot Owners' Association reserves the right to disconnect all civic amenities until receipt of payment from the defaulting owner/s along with reconnection fee Plus interest at 24% per annum for arrears of the amount.
7. The Developer shall maintain the layout for a minimum period of three years, subject to clause 4 of the Annexure 'B' supra, from the date of registration of sale of first plot in the **Schedule 'A' Property**. Notwithstanding formation of Plot Owners' Association by the plot owners, the Developer shall maintain the layout for a minimum period of 3 years as mentioned supra. The Plot Owners' Association will take over maintenance and management of common areas and facilities of the layout only thereafter. In this regard, the Developer shall render all assistance in the formation of the Plot Owners' Association. The PURCHASER/S whether individually or collectively cannot refuse to join the Plot Owners' Association formed by the Developer to maintain and upkeep the

common areas/amenities/ facilities. This clause shall be read along with Clause 4 supra, always.

8. The Developer/Confirming Party shall form the Plot Owners' Association and the representative of the said Developer shall be the Permanent Member of the said Plot Owners' Association.
9. The Purchaser shall observe, perform and comply with all the rules, regulations, and bye laws, which the Plot owners' association may adopt or frame upon its formation and the additions, alterations, or amendments made thereafter for upkeep and maintenance of the entire layout.
10. The club and the area earmarked for the children park, swimming pool and other proportional areas are exclusive property of the Developer/ Confirming party herein or any other body constituted/nominated by the Developer. The Plot Owners shall be entitled to the Membership and also right of enjoyment, as long as they are the owners of the Schedule 'B' Property and subject to the terms and conditions as may be imposed by the Developer. The confirming party herein can offer membership of the Club house to Non residents, and residents of the future extensions also subject to the rules, regulations, terms and conditions of the Club. However the ownership of the Club House shall always remain with the Confirming Party herein. All the rules and regulations governing the operations of the Club House shall be framed by the Developer at its exclusive discretion. The Club House is not part of common facilities with in **Schedule 'A' property**.
11. The Plot Owner/s agree/s not to subdivide his/her/their plot in any manner at any time. The Plot Owner/s agree/s to build a single dwelling unit (as opposed to a multi dwelling unit such as twin house, two houses, row houses, flats, etc.,) for which he/she/they shall provide a single underground connection for water supply, electricity and sewerage.

12. To preserve the aesthetic beauty of the layout, the purchaser/s shall adhere the following guidelines while constructing house on the **Schedule 'B' Property**.
 - a) Not to put up multistoried construction on the **Schedule 'B' Property**.
 - b) To put up the house plan approved by the Planning Authorities and the Developer or the Plot Owners' Association formed by the Developer.
 - c) Elevations & Exterior of the house should be as decided by the Developer or the Plot Owners' Association.
 - d) To put up the picket fence around the house instead of the compound wall preferably or as decided by the Developer or the Plot Owners' Association.
13. Not to throw dirt, rubbish, garbage or permit the same to be thrown from the said plot on the road or any portion of the land except where the provision is made for doing such acts.
14. To give and render all assistance and facilities to the Developer as may be required by the Developer from time to time including to sign and execute all necessary documents, to enable the Developer to carry out and complete the Development/Improvement of the common areas of the Layout in the manner as shall be decided by the Developer from time to time in its sole and unfettered discretion.
15. No plot owner including the PURCHASER/S is exempt from payment of his/her portion of liability or contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of plot.

16. Not to put up any sign board, hoarding or any other kind of advertisements on the building to be constructed on the Schedule 'B' Property by the PURCHASER/S.
17. The PURCHASER shall not do anything that may adversely affect the aesthetic appearance, beauty of the layout, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.
18. The PURCHASER shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this SALE DEED and for the formation of Plot Owners' Association.
19. It is specifically agreed that the PURCHASER/S shall be entitled in common with the PURCHASER/S of the other plot/s in the layout to use and enjoy the common areas and facilities listed hereunder subject to terms and conditions prescribed by the Developer or the Plot Owners' Association.
 - (a) Entrance and common passages including roads;
 - (b) Common facilities including Garden and Park;
 - (c) Civic Amenities.
20. The PURCHASER/S shall not at any time cause any annoyance, inconvenience, or disturbance or injury to the Occupiers of other plot/s and the PURCHASER/S specifically shall not :-
 - (a) Close the passage and parking spaces and other common areas.
 - (b) Default in payment of any common expenses for maintenance of the layout.

- (c) Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - (d) Install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, noxious, dangerous or combustible in nature.
 - (e) Use the plot or portion thereof for purpose other than residential purposes and to use for any illegal or immoral purposes.
 - (f) Enter or trespass into the parking areas, Garden areas, not earmarked for general common use.
 - (g) Create any nuisance or disturbance or misbehave in the matter of enjoyment of common facilities in the layout.
 - (h) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the layout.
 - (i) Put up any construction in the Private or Common Garden Areas/Terrace/ Parking.
 - (j) The Purchaser shall not object for usage of garden areas, and the common areas by owners/occupants of other plots adjoining their property.
21. The PURCHASER/S shall have no right at any time whatsoever to obstruct or hinder the progress of the development of other's Plot or any part of the common area in the Schedule 'A' Property and /or larger property.
22. The PURCHASER/S shall use the sewers, drains, and water lines now in or upon or hereafter to be erected and installed in the common areas of the **Schedule 'A' Property**, in common with the other plot owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the

same or any of them and to share with other plot owners the cost of maintaining and repairing all common amenities and to use the same in accordance with the Rules, Regulations, Bye Laws, and terms of the Plot Owners' Association to be formed by or among the Plot Owners in the Layout subsequently.

23. The PURCHASER/S shall permit the Developer and/or Owners' Plot Owners' Association and /or their agents with or without workmen at all reasonable times to enter into and upon the **Schedule 'B' Property** or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and conditions all services, drains, structures, or other conveniences belonging to or servicing or used for the said layout and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires etc. in the common areas of **Schedule 'A' Property** and also for the purpose of disconnecting the supply of water and electricity, etc., to the plot or other common areas of the building or to the occupiers of such plot, as the case may be, who have defaulted in paying the share of the water, electricity and other charges.
24. The PURCHASER/S shall not object for user of Common Road/Drive Way/ Passage in the **Schedule 'A' Property** for making use of the same by the other Owners/Occupants/ Users of the Property.
25. The PURCHASER/S can make use of the common areas and other facilities in accordance with the purpose for which they are intended without hindering encroaching upon the lawful rights of other plot owners in other Blocks of the said layout.

IN WITNESS WHEREOF the **PARTIES** hereto have signed and executed this **Sale Deed**, on the day, month and year first above written in the presence of the following witnesses:

This document is presented for Registration by Mr. GIRISH.R/RAJESH.N.P Special Power of Attorney Holders for Mr.Himanshu Gupta.

WITNESSES

(1)

VENDOR

(Represented by his GPA holder
Shri. Himanshu Gupta)

(2)

DEVELOPER

M/s ISHYA PROPERTIES,
(Through its Authorized Signatory
Shri Himanshu Gupta)

Drafted by

(Mr. _____)
PURCHASER