

SALE DEED

THIS INDENTURE OF SALE IS MADE AND EXECUTED ON THIS 24th DAY OF DECEMBER TWO THOUSAND AND TWENTY (24/12/2020) AT MANGALORE.

BY

M/s SORAKE ESTATES, (PAN NO:ABYFS0549K)., A Partnership firm registered under the Indian Partnership Act, as Firm No.DKM-F285/2010-11 on the file of Registrar of Firms, D.K. Mangalore, having its office & main place of business at #8-E-14-1298, Suvarna Building, Bikarnakatta, Manglore-575005, (PAN NO:ABYFS0549K) represented by its Managing Partner **Dr. Rajaneesh Sorake**, aged 46 years, S/o Dr.Amarnath Sorake, residing at 'Shivarpan', Opp: 7th Cross Road, Bejai New Road, Manglore-575004; Aadhar No.652303457074, Ph: 9880399095.

Hereinafter referred to as the **"LAND OWNER/VENDOR"**.

(which expression shall unless repugnant or contrary to the context, deem to include, besides the Firm and its Partners for the time being, its/each of their respective heirs, executors, attorneys holding power, administrators, successors-in-interest, legal representatives and assigns).

AND

M/s BHARGAVI BUILDERS AND DEVELOPERS, (PAN:AAQFB8174Q) A Partnership Firm, registered under the Indian Partnership ., as Firm No. DKM-F145/2016-17, on the file of Registrar of Firms, D.K., Mangalore., having its office and main place of Business at # 105, Door no. 2-7-521/15, 1st floor, Suprabath Building, Bejai Kapikad, Mangalore-575004., represented by its Managing Partner **MR. H. BHASKAR GADIYAR**, S/o Late Dayal Gadiyar, aged about 56 years, residing at “Devaki Krishna”, Main Road, Padubidri, Udupi District., Aadhar No. 469122030922, Ph: 9964244147.

Hereinafter referred to as the **“DEVELOPER”**.

(which expression shall unless repugnant or contrary to the context, deem to include, besides the Firm and its Partners for the time being, its/each of their respective heirs, executors, attorneys holding power, administrators, successors-in-interest, legal representatives and assigns).

AND

MR. DENIS MENDONCA, (PAN:AOLPM9738G), S/o Late Antony Mendonca, aged about 49 years, residing at D/103, Poonam residency, Near Royal Academy School, Tirupati Nagar Phase-1, Virar (West), Thane, Maharashtra-401305. (Aadhar .No:838386817272), Ph:9867505207.

Hereinafter referred to as the **“PURCHASER”**.

(which expression shall, wherever the context so requires or admits mean and include his heirs, executors, administrators, legal representatives, successors-in-interest, attorneys holding power and assigns).

A) WHEREAS, the Land owner/Vendor is the absolute owner of the Land bearing survey no. R.S No. 97/2, consisting of 01-00 (One Acre) cents of land, having acquired by it as per the sale deed dated 01-04-2014, bearing document no. 89/2014-15, in Book 1, preserved in CD No. MGCD367, on the file of the Sub Registrar, Mangalore City, as more fully detailed in the Schedule ‘A’ here below (hereinafter referred to as Schedule ‘A’ Property, and out of the said one acre extent an extent of 5.12 cents on the western side and 1.43 cents on the northern and eastern side has been relinquished/ gifted in favour of the Mangalore City corporation as per

the Gift deed dated 18-07-2014, registered as document no. 2443/2014-15, and the Relinquishment deed dated 18-07-2014, registered as document no. 2444/2014-15 and both Deeds are preserved in CD NO. MGCD 385 on the file of the Sub Registrar, Mangalore City and an extent of 93.45 cents of land remain with the Land Owner/ Vendor as detailed in the Schedule 'A' here below.

B) AND WHEREAS, the Land Owner/Vendor has entered into a Joint Development Agreement dated 18-08-2017, vide as registered Document No. 3520/2017-18, Book 1, preserved in C.D No. MGCD606, on the file of Sub-Registrar, Mangalore City with the Developer herein pursuant to which the Developer being a Developer along with the Land Owner/Vendor constructed a residential apartment building known as “**NANDADEEP**” consisting of basement, ground and five upper floors having provision for parking in the basement and portion of ground floor and 16 residential apartments each in 5 upper floors after obtaining sanction of the building plan vide letter dated 19-07-2017, with approved plan issued by the Mangalore city Corporation in Proceeding no. E9/BA32/2017-18, KA.NI.PA.A:212/2017-18 and all other required approvals. Subsequently, the Construction of the said residential Project has been completed and the Land Owner/ vendor and the Developer has obtained a Completion Certificate from the Mangalore City Corporation in Proceeding No. E9/C.C/C.R:101/2019-2020, dated 26/02/2020.

C) AND WHEREAS, the said Residential Project “NANDADEEP” has been registered under the provisions of the Act with Karnataka Real Estate Regulatory Authority at Bangalore under Registration No. PRM/KA/RERA/1257/333/PR/171102/002023.

D) AND WHEREAS, the Land Owner/Vendor along with the Developer have submitted Apartment building to the provisions of Karnataka Ownership Act by registering Deed of Declaration dated 18/08/2017, registered as Document No: 3521/2017-2018, Book1, preserved in C.D No: MGCD606, in the office of the Sub- Registrar Mangalore City. The said Deed of Declaration provides particulars of all apartments, its measurements, percentage of

proportionate undivided right, car parking slots, common areas and facilities of the project, and various others aspects of the Project.

E) AND WHEREAS as per the said scheme formulated by the Vendor and Developer herein, under the terms of which any person or persons interested in owning a residential apartment in **“NANDADEEP”**, could purchase from the Land Owner/ Vendor duly nominated by the Developer, a proportionate percentage of undivided share, right, title and interest in the Schedule ‘A’ Property and get constructed an apartment corresponding to the said undivided share through M/s. Bhargavi Builders and Developers herein.

F) AND WHEREAS, pursuant to the aforesaid Scheme, the PURCHASER herein, who are interested in owning an Apartment of their own, joined the said Scheme after duly carrying out an inspection and verification of the documents of title in the hands of the Land Owner/ Vendor to the Schedule ‘A’ Property, the Scheme formulated by the Developer with regard to the Schedule ‘A’ Property, and the Sanctioned Plan & other permissions and sanctions obtained for the construction of **“NANDADEEP”** on the Schedule ‘A’ Property and fully satisfying themselves about the clear and marketable title in the hands of the Land Owner/Vendor and the satisfactory compliance of all sanctions and permissions for construction by the Developer, approached the Land Owner/ Vendor with an offer to purchase proportionate percentage of undivided share in the Schedule ‘A’ Property from the Land Owner/ Vendor corresponding to the residential **Apartment Bearing No.305** on the **Third Floor**, measuring **1110 square feet** of super built-up area in the residential apartment building known as **“NANDADEEP”** together with **one car parking space** is more fully described Schedule ‘B’ Property, which apartment is falling under the share of the and the Land Owner/Vendor herein and the Developer has not received any consideration from the PURCHASER under this deed.

G) AND WHEREAS the PURCHASER has paid the entire sale price for the Schedule ‘B’ Property to the Land Owner/Vendor and the PURCHASER have now called upon the Land Owner/Vendor and the Developer to execute this Deed of Sale.

H) NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the foregoing and in consideration of Rs.40,00,000=00 (Rupees Forty Lakhs Only) paid by the PURCHASER to the Land Owner/ Vendor.
 - a) Rs.2,00,000=00(Rupees Two Lakhs Only),vide Bank Transfer dated 15/11/2020.
 - b) Rs. 4,00,000=00 (Rupees Four Lakhs Only), vide Bank Transfer dated 16/11/2020.
 - c) Rs.2,00,000=00 (Rupees Two Lakhs Only), vide Bank Transfer dated 08/12/2020.
 - d) Rs. 13,000=00 (Rupees Thirteen Thousand Only), vide Bank Transfer dated 08/12/2020.
 - e) Rs.13,26,500=00 (Rupees Thirteen Lakhs Twenty Six Thousand Five Hundred Only), vide Bank Transfer dated 09/12/2020.
 - f) Rs.10,000=00 (Rupees Ten Thousand Only) vide Bank Transfer dated 21/12/2020.
 - g) Rs.3,50,000=00 (Rupees Three Lakhs Fifty Thousand Only), vide Bank Transfer dated 24/12/2020.
 - h) Rs. 15,00,000=00 (Rupees Fifteen Lakhs Only), vide Bank Transfer/RTGS dated 24/12/2020., the said amount is being the housing loan availed by the PURCHASER from State Bank of India, Farangipete Branch.
 - i) Rs. 500/-(Rupees Five hundred only) paid by cash dated 24-12-2020.The receipt of which the Land Owner/Vendor, do hereby accept and acknowledge as full and final settlement of the Sale Price, the Land Owner/ Vendor and the Developer, hereby grant, transfer and convey UNTO the PURCHASER, BY WAY OF SALE, an **1.11%** proportionate undivided share in all that piece and parcel of the immovable residential property being the land measuring 93.45 Cents in R.S No. 97/2, of 90 B, Bolor Village of Mangalore Taluk, (i.e., the Schedule 'A' Property), along with **Apartment Bearing No.305**, on the **Third Floor** of the building known a **"NANDADEEP"** measuring super built-up area of **1110 Sq.ft.**, together with **One Covered Car Parking Space No.25 on the Basement Floor** more fully described in the **SCHEDULE 'B' PROPERTY** or the **"PROPERTY HEREBY CONVEYED"** with all rights, easements and privileges appurtenant thereto, **TO HAVE AND TO HOLD** the same, as co-owner/s of an undivided share in the Schedule 'A' Property along with Apartment described in the Schedule "B" Property in the Apartment

Building known as **“NANDADEEP”**, constructed on the Schedule ‘A’ Property, subject to the covenants herein contained.

2. The Land Owner /Vendor through the Developer has this day handed over vacant possession of the Schedule “B” Property to the PURCHASER by putting the PURCHASER in joint possession of the Schedule ‘A’ Property; and placing the PURCHASER in physical possession of the Schedule “B” Property.
3. The sale of the undivided share is to enable the PURCHASER to have the constructed Apartment as described in the Schedule “B” hereto under the Scheme formed by the Land Owner/ Vendor and Developer and the PURCHASER shall not be entitled to seek partition or separate possession of the Schedule ‘A’ Property under any circumstances and the PURCHASER shall be subject to the rights and obligations specified in the Karnataka Apartment Ownership Act, 1972 and the Rules/Bye-Laws of the Deed of Declaration and the terms of this Deed of absolute Sale.

I. THE LAND OWNER/ VENDOR AND THE DEVELOPER JOINTLY AND SEVERALLY COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 1) That the Land Owner/ Vendor is the sole, lawful and absolute owner of the property hereby conveyed and have the power to convey the same and none else have any right, title, interest or share therein and there is no impediment for this sale under any law, order, decree or contract.
- 2) That the title of the Land Owner/ Vendor to the Property hereby conveyed is good, marketable and subsisting and the property hereby conveyed is not subject to any encumbrances, attachments, lien, charges, mortgages, restrictive covenants, Claims, Court or acquisition proceedings or charges of any kind.
- 3) That the Land Owner/ Vendor has not subjected the Schedule “A” Property to any encumbrances , suits or litigations.
- 4) That the Developer has constructed the Apartment Building known as **“NANDADEEP”** on the Schedule ‘A’ Property and delivered free, full and vacant possession of the Schedule ‘B’ Property.

- 5) That the Land Owner/ Vendor shall, whenever reasonably required by the PURCHASER and at the cost of the PURCHASER, do and execute all acts, deeds and things for more fully and perfectly assuring the title of the PURCHASER to the Property hereby conveyed.

J. THE PURCHASER COVENANTS WITH THE LAND OWNER / VENDOR AND THE DEVELOPER AS UNDER:

- 1) That the PURCHASER has inspected the documents of title relating to the Schedule 'A' Property belonging to the Land Owner/ Vendor and is satisfied about the title of the Landowner/ Vendor to the Schedule 'A' Property and also the Scheme formulated by the Developer and the PURCHASER has also inspected the Schedule "B" Property and he is satisfied with the Schedule "B" Property constructed by the Developer. The PURCHASER further covenants with the Land Owner/ Vendor and the Developer that he has got no claims of whatsoever nature against the Land Owner/Vendor and the Developer in respect of the Schedule "A" Property and Schedule "B" Property.
- 2) The PURCHASER shall be liable for payment of proportionate charges calculated on the super built up area for maintenance of common areas and amenities with effect from this day.
- 3) The PURCHASER covenant to abide by all the terms of this Sale Deed which constitute integral part of this deed.
- 4) The PURCHASER shall not do or suffer to be done anything in or to the Schedule 'B' Property which may adversely affect the building or any other apartment in the Building.
- 5) The PURCHASER shall observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Corporation of the City of Mangalore/Mangalore Mahanagara Palike, Mangalore Urban Development Authority or any other Authority, and the Owners' Association that may be formed in regard to ownership or enjoyment of such apartment and pay all taxes, rates and cesses in regard to the Apartment shown in the Schedule 'B' Property without default.
- 6) That the PURCHASER shall be bound by the Deed of Declaration and all the rules, regulations, bye laws and the terms and conditions of Deed of Declaration of **"NANDADEEP"**.

K. THE RIGHTS, RESTRICTIONS AND EXPENSES OF THE PURCHASER
IS ENUMERATED HEREUNDER:

1. **Rights of the PURCHASER**

In the course of ownership and enjoyment of Apartment constructed on the SCHEDULE 'A' PROPERTY and the said Apartment PURCHASER shall have the following rights:

(a) Right to lay cables or wires through the ducts only for radio, television, telephone, internet and such other installations, however having due regard to the similar rights of the other owners of apartments and Municipal and other Laws as applicable.

(b) Subject to payment for common facilities and services, the right to enjoy the common services, facilities and recreation areas provided in the said building.

(c) Absolute ownership and possession of the Apartment/unit belonging to them.

(d) The right to the use of common open area around the said building and the entrance area of the building.

L. Restrictions on the rights of the PURCHASER:

The PURCHASER shall be bound by the following restrictions and covenants in the course of ownership and enjoyment of the said Apartment/Units owned/belonging to them:

(a) Not to raise any construction either temporary or otherwise on the apartment/unit constructed for them in the Schedule 'A' Property.

(b) Not to use the Schedule 'A' Property and the apartment owned by them for any business purposes which is prohibited by law, Corporation Byelaws and the Byelaws of the Association/Society/Apex Body that was formed by the Owners of the Apartments in the said project. To use their apartments only for residential purposes.

(c) The PURCHASER shall reciprocate and recognize the rights of the other Owners in the building.

(d) The PURCHASER in the use and enjoyment of the Apartment/s shall not make any undue or excessive noise.

(e) The PURCHASER in the use and enjoyment of the apartment shall not make any structural changes or additions or alterations without the permission of the Land owner/ Vendor and the Developer.

(f) The PURCHASER shall not throw garbage or trash outside the Apartment/s but deposit the same only in places provided for the purpose.

(g) The PURCHASER shall not cause any obstruction to the use of any parking area not allotted to them.

(h) The name of the PURCHASER or his concern shall be put, in standardized letters and colouring only at the location/board that may be designated by the Land Owner/ Vendor, or by the Developer in the entrance lobby of the said building and at the entrance door of the particular Apartment but at no other place in the building.

(i) The PURCHASER shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the building completed by the Developer nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other Apartment Owners.

(j) The PURCHASER shall become and remain a member of the Association/Society (hereinafter referred to as the ORGANISATION) to be formed by all the Owners of the Apartments to be constructed on the SCHEDULE 'A' PROPERTY for the purpose of attending to maintenance and safety of the said Building and all matters of common interest to the said Building and shall observe and perform the terms and conditions and bye-laws/rules and regulations framed in the Deed of Declaration.

(k) The PURCHASER shall duly and punctually pay his proportionate share of municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the building, charges for services like water, sanitation, electricity etc., cost of maintenance of common areas, internal pathways/road, salaries of employees of the organization and other expenses with regard to the building and/or the Project as may be determined by the managing committee of the Organization.

(l) The PURCHASER shall proportionately pay the expenses of maintenance of the common services in the building/Project and the routine maintenance like painting, washing, cleaning and replacing the electrical

and mechanical parts of machineries, sanitary, electrical installations and common to the building/project.

(m) The PURCHASER shall not park any vehicle in the car parking area reserved in the basement/ground floor for other unit/apartment holders.

(n) The PURCHASER is prohibited from bringing and parking any Heavy Motor Vehicles under the porch both in front and rear of the building.

(o) The PURCHASER shall not alter or subscribe to the alteration of the name of the Project which is to be decided by the Land Owner/Vendor and Developer.

M. Obligations on the part of the PURCHASER:

The PURCHASER shall bear his proportionate share of the following expenses:

a) All rates and outgoings payable, if any, in respect of the Schedule 'A' Property.

b) The expenses of routine maintenance of the said building including painting, white washing, cleaning etc., and provision of any common service to the building as set out below:

i) Maintenance and replacement of pump sets, lift, D.G. Set and other machinery, electrical lines common to the said building.

ii) Replacement of bulbs in corridors and other common places.

iii) Provision for watchman/liftman/electrician/sweepers and other common staff.

iv) Maintenance and management of the common services and amenities as well as the common areas of the entire Project as may be decided by the Developer/Organization from time to time.

Schedule 'A'

Description of the Property

ALL THAT PIECE AND PARCEL of the immovable residential property held on warg right situated in 90 B Bloor Village, Mangalore Taluk, within Mangalore City Corporation and within the registration Sub District of Mangalore City of D.K. District, comprised in

<u>R.S.No.</u>	<u>Extent</u>	<u>Remarks</u>
	A - C.	
97/2	0 - 93.45	Whole (excepting 6.55 cents of land on the northern, eastern & western side out of 1 acre, relinquished/gifted to City Corporation Mangalore.

with all mamool easementary rights appurtenant thereto.

Dimensions:

North to South : 116.60 sq.mtrs (Approximately)

East to West: 173.80 sq.mtrs. (Approximately)

Boundaries:-

North : Road.

South : Sub Division line.

East : Road.

West : Road.

Schedule 'B' Property

Description of the Apartment

A Two Bedroom Residential **Apartment Bearing No.305**, bearing Mangalore city corporation **Door No.1-S-25-2110/47**, on the **Third Floor** of the Apartment Building known as '**NANDADEEP**' measuring

746 Sq.ft Carpet area and **1110 sq.ft**, super built up area together with **1.11%** undivided right in the 'A' Schedule Land and other common areas and facilities as detailed in the Deed of Declaration along with **one Car Parking Slot No.25** on the basement floor, exclusively earmarked for the sole use and enjoyment of the PURCHASER.

The aforesaid Property is situated at Ladyhill, Sulthan Bathery Road, Near Urwa Rice Mill, and Schedule "B" Property is more fully shown in the annexed sketch and is marked as Annexure-1 in **YELLOW** Colour and the car park is more fully shown in the annexed sketch and is marked as Annexure-2 in **YELLOW** Colour which shall form the part of this Deed.

SPECIFICATIONS OF THE APARTMENT

STRUCTURE	RCC framed structure, external walls of laterite stone and internal walls of concrete blocks.
FLOORING	Granite/ vitrified flooring inside the apartments and granite fascia for the lift.
DOORS	Entrance door shall of Hard wood frame with veneer finish shutter and Melamine polish. Internal door shall of flush doors of superior quality with RCC Frames.
WINDOWS	High grade aluminum sliding shutters and MS grills for windows.
PAINT	All interior walls painted with plastic emulsion exteriors painted with quality enamel paint/cement paint.
KITCHEN	Cooking Platform of granite with stainless steel sink. Provision for Water purifier and geyser.
TOILETS	White colour sanitary Hindware or Jaguar or equivalent make. Provision for other accessories like exhaust fan, geyser.
WATER	24/7 supply with overhead and underground tank.
ELECTRICAL	Sufficient power, television, telephone points with modular switches at spots of maximum convenience. Make Modular

	switches of reputed make.
BACK UP POWER/GENERATOR	For common facilities like pump, lift, common area lighting etc.,
LIFT	Schindler /OTIS/KONE or equivalent make.

**PARTICULARS REQUIRED TO BE FURNISHED UNDER RULE 19 OF THE
KARNATAKA STAMP RULES 1958**

1.	Area of land boundaries of the property	:	Same as above
2.	In case of building its plinth area and number of floor	:	Super built up area of 1110 sq.ft on the third floor.
3.	Material of the wall and roof	:	Laterite stone wall, RCC and vitrified flooring.
4.	Amenities available	:	Electricity, water supply and drainage.
5.	Year of Construction	:	2019-2020.
6.	Market value	:	Rs.40,00,000=00.

IN WITNESS WHEREOF, the Parties hereto have executed this INDENTURE OF SALE on the day, month and year mentioned hereinbefore in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

LAND OWNER/VENDOR

For M/s Sorake Estates

2)

DEVELOPER

For M/s Bhargavi Builders & Developers

PURCHASER

**Drafted By: Shridevi .R. Amin, Advocate & Notary, Ram Bhavan Complex,
Lower Ground Floor, Kodialbail, Mangalore-575003.**

