

AGREEMENT TO SELL

This Deed of Sale Agreement is made and executed on this xx xxx of xxxx ~~xxxxxx~~
(xx/xx/xxxx) at Bangalore

BETWEEN:

M/s. S2 Homes – Butterfly Gardens, represented by its Partners

1. **M/s.S2 HOMES INDIA PRIVATE LIMITED** a company incorporated under companies' act of 1956 Bangalore Karnataka bearing CIN. U45205KA2013PTC072513, having its registered office at No. 58/1, L.V. Complex, 7th Block, 80feet Road, Koramangala, Bangalore - 560095. Represented by its Directors MrChethan Kumar Prasanna Kumar, Mr. PrasannaShreekanth, And Mr. ObalareddySomashekhar Reddy
2. **Sri. Y. Mallesham(Owner)**, Aged about 56 years, S/o Y.Ramulu
3. **Sri. M. Doraiswamy(Owner)**, Aged about 58 years, S/o.K.Muniswamy,
4. **Sri.D.Raaj**, Aged about 27 Years, S/o.M.Doraiswamy and
5. **Sri.K.Muniswamy**, Aged about 83 Years, S/o.LateKolandaiGounder, Represented by his General Power of Attorney Holder and Son, Sri.M.Doraiswamy, Aged about 58 years, S/o.K.Muniswamy.

hereinafter referred to as the **“VENDORS”** of the First part,(which expression shall mean and include all its legal heirs, legal representatives, administrators and assigns), Having its registered office at No.58/1, 2nd Floor, 80 Feet Road, Koramangala 7th Block, Bangalore – 560 095.

AND

[illegible]

hereinafter referred to as the **“Purchaser”** of the Second part,
The expressions **“Vendor”** and **“Purchaser”** shall wherever the context to admit, be
deemed to mean and include, all their respective Legal heirs, executors, administrators,
legal representatives, all successors-in-office, nominees and Permitted assignees.and
this extent of **11 Acres 09Guntas** is hereinafter referred to as the **“Schedule A
Property”** more fully described in the schedule below;

WITNESSETH AS

WHEREAS, The VENDOR is the sole and absolute owner in possession and enjoyment of the Property bearing (1) Sy.No.13/1 measuring 1 acres 32Guntas, (2) Sy.No.13/2 measuring 3 Acres 16Guntas(3) Sy.No.14/5 measuring 2 Acres 05Guntas(4) Sy.No.73 measuring 3 Acres 36Guntas. Totally measuring 11 Acres 09Guntas with all the above said survey numbers has formed a Residential Layout in the name of "S2 Homes – Butterfly Gardens" situated at Vaderamanchanahalli & Konasandra Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District and this extent of 11 Acres 09Guntas is hereinafter referred to as the "Schedule A Property" more fully described in the schedule below;

Whereas the land owner's (Vendor herein) Sri.Y.Mallesham, Aged about 56 years, S/o. Sri.Y.Ramulu, Sri.K.Muniswamy, Aged about 83 Years, S/o.Late Kolandai Gounder, Sri.M.Doraiswamy, Aged about 58 Years, S/o.Sri.K.Muniswamy, Sri.D.Raaj, Aged about 27 years, S/o.M.Doraiswamy, acquired right of interest, title and possession of the total extent of 12 Acres 08 Guntas of landed property which is the Schedule A property by virtue of registered Sale Deeds as follows: (1) Sy.No.13/1 measuring 1 acres 32Guntas of Vaderamanchanahalli Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District having purchased the same vide Absolute Sale Deed No. ANK-1-02737-2012-13, bearing CD No. ANKD322, dated 07/08/2012 and has been converted for residential purpose vide order no. **ALN(AJ)SR/217/2011-12 dt.21-04-2012** by the Spl. Deputy Commissioner, Bangalore District (2) Sy.No.13/2 measuring 3 Acres 16Guntas of Vaderamanchanahalli Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District, having purchased the same vide Absolute Sale Deed No. ANK-1-02734-2012-13, bearing CD No. ANKD322, dated 07/08/2012 and has been converted for residential purpose vide order no. **ALN(AJ)SR/219/2011-12 dt.21-04-2012** by the Spl. Deputy Commissioner, Bangalore District, (3) Sy.No.14/5 measuring 2 Acres 05Guntas of Vaderamanchanahalli, Jigani Hobli, Anekal Taluk, Bangalore Urban District having purchased the same vide Absolute Sale Deed No. JGN-1-06600-2012-13, bearing CD No. JGND283, dated 22/10/2012 and has been converted for residential purpose vide order no. **ALN(AJ)SR/94/12-13 dt.11/09/2012 & (AJ)SR/216/11-12 dt.21/04/2012** by the Spl. Deputy Commissioner, Bangalore District (4) Sy.No.73 measuring 3 Acre 36Guntas of Konasandra Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District having purchased the same vide Absolute Sale Deed Nos. JGN-1-03605-2013-14, bearing CD No. JGND317, dated 26/09/2013 and has been converted for residential purpose vide order no. **ALN(AJ)SR/220/2011-12 dt.21-04-2012** by the Spl. Deputy Commissioner, Bangalore District And the land owner is in possession and enjoyment of the same since then.

Whereas the Vendor has developed the said schedule A property in the name of "**S2 HOMES BUTTERFLY GARDENS**" for the residential purpose having obtained the Layout Plan approval from BMRDA, Vide Sanction **No-APA/LAO/152/2012-13 dated 21/04/2014** and the same will be hereinafter referred to as the "**PROJECT**" for the sake of brevity. Whereas the Purchaser having gone through the details of the project and after satisfying with regard to the said project the said Purchaser has approached the Vendor with a proposal to buy a plot, In "**S2 HOMES BUTTERFLY GARDENS**" and it is agreed by the Vendor to sell the same under terms and conditions which is mutually agreed upon by both the parties which is set- forth herein after towards sale of **Schedule B property**.

NOW THIS INDENTURE OF SALE AGEEMENT WITNESSETH AS FOLLOWS:

1. That in pursuance of the foregoing and in consideration of the price of **Rs xx,xx,xxx/- (Rupees xxxxxxxxxxxxxxxxxxxxxxxxx)**, Out of this Rs. xx,xx,xxx/- is towards the Land Cost and the remaining sum of Rs. x,xx,xxx/- is towards the Development Cost.

And the purchaser has herein paid an advance payment of **Rs.x,xx,xxx/- (Rupees xxxxxxxxxxxxxxxxxxxxx)**

And the balance amount of Rs.xx,xx,xxx/- (Rupees xxxxxxxxxxxxxxxxxxxxx) of the schedule B Property will be paid by the purchaser at the time of registration.

The Vendor hereby agrees to sell to the Purchaser the **Schedule B Property**, which is more fully described in the schedule hereunder absolutely and forever and to have and to hold and enjoy the same and every part thereof UNTO and the use of the Purchaser absolutely free from all encumbrances.

2. The Purchaser will settle the payment to the vendor towards above balance due & vendor assures to register the same immediately & all the registration charges are borne by the purchaser including incidental costs incurred towards the registration of **sale of Schedule B property**. In case the Balance amounts are paid by Cheque and if the Cheque is not cleared in the Vendors Accounts for what-so-ever reasons then this Sale Agreement would be Null-and-Void. In case the Purchaser fails to register the same with-in above said date the advance paid by the purchaser will be refunded & sold to other prospective customers without any further notice.

3. That the Vendor has paid all the rates, taxes and cess relating to the Schedule Property hereby conveyed, up to date, and the Purchaser are at liberty for getting Katha duly transferred in their names and pay the future taxes, cesses etc., in respect of the Schedule B Property to the concerned authority.

4. The VENDOR are desirous of carrying on the following development work in the schedule Property as per the BMRDA Approved:-

- ✓ Removal of debris, stones and leveling the site.
- ✓ Demarcation of individual sites with defined boundaries.
- ✓ Providing numbering for individual sites as in agreement.
- ✓ Providing Overhead Tank with Sufficient water supply/ Water facilities with bore well at various points for individual sites.
- ✓ Storm water with Saucer type drainage lines.
- ✓ Providing electricity facilities.
- ✓ Providing street lights and Tarring Roads.
- ✓ Providing trees wherever necessary

5. The Purchaser undertakes to abide by the Rules and Regulations which have been drawn so as to ensure peaceful enjoyment of the project and moreover, to adhere to the stipulation if any, of the Facility Manager, who has been appointed by the Vendor, for

the proper management, control and maintenance of the project for common benefit, and the Purchaser agrees to pay first 2 years Maintenance charges of Rs.18000/-(In Words: Rupees Eighteen thousand only) to the Vendor appointed Facility Manager towards management of the property at the time of registration and after which residents jointly shall form association & appoint the suitable facility manager & continue to maintain the property.

6. The parties here to mutually agree that the Rules and Regulations contained in this indenture shall be deemed to individually and jointly binding on all the present / future co-owners/ next purchasers.

7. The Vendor has provided clear and marketable titles to the Schedule Properties as on the date of this Sale Agreement. In case of any legal issues arrives in the future the Vendor would facilitate the handling of the same at the expense of the Purchaser. There will be No refund or compensation or alternate provided for whatsoever reasons by the Vendor.

8. The Vendor has sold the Schedule B Property to the Purchaser along with BMRDA approval and the Purchaser assures the Vendor that the usage will be strictly as per the Approval, in case the approval accorded is for Residential purpose then the Purchaser assures that it will be used only for Residential purpose and not for any other purposes.

9. Whereas it is agreed by the Purchaser that there will be no compound walls separating the two plots, it would only be crotons or picket fence, Purchaser do hereby agree that brick compound wall will not be built at no point of time.

However in case for Architectural reasons, if the Vendor nominated Architect suggest for any ornamental walls, the same will be done near the boundary of the Plot.

10. The Vendor is constructing the buildings within the project in phases, hence the Purchaser will not hinder the construction/development/maintenance activities of the Vendor in any way.

11. The Vendor is finalising purchase of adjacent/ neighboring properties for the development of which the Vendor may use the roads/common facilities in the project and the same should not be hindered/objected to by the purchaser.

12. That the entire costs of stamp duty, registration and other incidental expenses are borne by the Purchaser.

13. This Sale Agreement between both the parties supersedes all previous agreements/booking form or any other type of communications.

14. Cancellation Clause: In the event Purchaser is not satisfied with the Legal Opinion provided by his nominated lawyer for the Schedule B property, Then the Vendor assures to return all the payments made by the purchaser towards the plot in full within a period of 15 days and without any interest.

The market value of the Schedule B Property is **Rs xx,xx,xxx/-(Rupees xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx)**

SCHEDULE PROPERTY

Schedule A

(1) Sy.No.13/1 measuring 1 acres 32Guntas, (2) Sy.No.13/2 measuring 3 Acres 16Guntas(3)Sy.No.14/5 measuring 2 Acres 05Guntas(4) Sy.No.73 measuring 3 Acres 36Guntas. Totally measuring 11 Acres 09Guntas with all the above said survey numbers has formed a Residential Layout in the name of **“S2 Homes – Butterfly Gardens”** situated at Vaderamanchanahalli&Konasandra Village, JiganiHobli, AnekalTaluk, Bangalore Urban District(Layout Plan Approved by **BMRDA No-APA/LAO/152/2012-13 dated 21/04/2014** and bounded by :

East : Survey No.74, 15, 14/4, 14/3, 14/2 and 14/1
West : Survey No.72, 12, 11, 13/1P
North : Existing 9 Meter Road
South : Survey No.71

Schedule B

(Property conveyed under this Sale Agreement)

All that piece and parcel of the site property **Site No.xx** carved out of Survey No.13/1, measuring 1 acres & 32Guntas in **“S2 HOMES BUTTERFLY GARDENS”** measuring xxxx **Square feet** formed out of the property mentioned in the Schedule A and bounded on:

East : **xxxxxx**
West : **xxxxxxxxxx**
North : **xxxxxxxxxx**
South : **xxxxxxxxxx**

IN WITNESSES WHEREOF the Vendors and Purchaser have signed this Agreement to Sell on the day, month and year afore written

WITNESSES:

1. **For S2 HOMES BUTTERFLY GARDENS**

2. **PURCHASER**