

This **AGREEMENT TO SELL** executed on this the day of of the year Two Thousand () at Bangalore:

Among:

- 1. Sri. R. Narayana Swamy**, S/o. Late. Sri. Ramaiah, Aged about 68 years,
- 2. Sri. R. Basavaraju**, S/o. Late. Sri. Ramaiah, Aged about 63 years,
- 3. Sri. R. Adinarayana**, S/o. Late. Sri. Ramaiah, Aged about 58 years,
- 4. Sri. R. Nagaraj**, S/o. Late. Sri. Ramaiah, Aged about 56 years,

All are residing at No.117, Basavaeshware Nilaya, Muneshware Temple road, Jakkur Village, Yelahanka Hobli, Bangalore North, Bangalore-560 064.

Represented herein by their General Power of Attorney holder,
....., son/daughter of Sri.
....., Aged about years.

[hereinafter referred to as the " **Vendors/Owners'**", which expression shall whenever the context so requires or' admits, mean and include both the Owners and their legal heirs, successors in title, successors in interest, assigns, executors or anyone claiming through or under them] of the **FIRST PART**:

AND:

M/S. Trishul Developers, Principal office at 'Mittal Towers', Office No.109 "B" Wing, First Floor, No.6 M.G. Road, Bangalore - 560 001. **Represented by**

.....
(hereinafter referred to as the "**Developer**", which expression shall whenever the context so requires or admits, mean and include its successors in title, successors in interest, assigns, executors or anyone claiming through or under its) of the

SECOND PART

AND:

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[hereinafter collectively/jointly referred to as the "**Purchaser**", which expression shall whenever the context so requires or admits, mean and include his/her/their respective legal heirs, successors in title, executors or anyone claiming through or under him/ her/ them, as the case may be] of the **OTHER PART**.

WITNESSETH:

WHEREAS the land bearing Survey Nos. 31, 32 and 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore measuring 5 acre 38 guntas was originally owned by one Sri. Gudiappa. He had been conveyed of the foregoing land vide following Sale Deeds:

1. The portion of land measuring 1 acre 19 ½ guntas in Survey Nos. 31, 32 & 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore was conveyed to Sri. Gudiappa by one Sri.

Bairappa vide Sale Deed dated 17.02.1930 registered as Document No. 2227 of Book I in Volume No. 171 at pages 106 to 113 before the Office of the Sub-Registrar, Bangalore North Taluk;

2. The portion of land measuring 1 acre 19 ½ guntas in Survey Nos. 31, 32 and 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore was conveyed Sri. Gudiappa by one Sri. Naranappa vide Sale Deed dated 17.02.1930 registered as Document No. 2228 of Book I in Volume No. 172 at pages 100 to 107 before the Office of the Sub-Registrar, Bangalore North Taluk;
3. The portion of land measuring 1 acre 19 ½ guntas in Survey Nos. 31, 32 & 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore was conveyed to Sri. Gudiappa by one Sri. Nanjundappa vide Sale Deed dated 02.06.1930 registered as Document No. 3219 of Book I in Volume 181 at pages 22 to 25 before the Office of the Sub-Registrar, Bangalore. By virtue of this Sale Deed, the said Gudiappa became the absolute owner of the land bearing Survey Nos. 31, 32 & 33 measuring 1 acre 19 ½ guntas.
4. The portion of the land bearing Survey No. 31, 32 & 33 measuring 1 acre and 19 ½ guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore was conveyed to Sri. Gudiappa by one Sri. Muniswamy vide Sale Deed dated 24.08.1930, registered as a document No. 3179, Volume 180 of Book I at pages 2 to 7 before the Office of the Sub-Registrar, Bangalore.

Thus by virtue of the foregoing Sale Deeds, the said Gudiappa became the absolute owner of the land bearing Survey Nos. 31, 32 and 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore measuring 5 acre 38 guntas.

AND WHEREAS the said Gudiappa got the land bearing Survey Nos. 31, 32 and 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore measuring 5 acre 38 guntas divided into various Sub-Division numbers.

AND WHEREAS the portion of land measuring 1 acre 19 ½ guntas in Survey Nos. 31, 32 & 33, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore was originally owned by one Sri. Malliyappa. The said Malliyappa sold the said land to Doddamuniappa, s/o. Bagalur Narayanappa vide Sale Deed dated 02.12.1930 registered as document No. 1385 of Book I in Volume 215 at pages 186 to 193 before the office of the Sub-Registrar, Bangalore. Thus by virtue of this Sale Deed, the said Doddamuniappa became an absolute owner of the aforesaid land.

AND WHEREAS the said Gudiappa sold a portion land bearing Survey Nos. 31/1 and 32/3 within the same boundary measuring 26 guntas and a land measuring 3 acres 10 guntas in Sy. Nos. 32/4, 32/7, 32/8 and 33/4 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore to one Mr. B.N. Byregowda vide Sale Deed dated 20.06.1944, registered as Document No. 6342 Book No. I before the Office of the Sub-Registrar, Bangalore North Taluk. Thus by virtue of this Sale Deed, the said Byregowda became an absolute owner of a land bearing Survey No. 31/1 and 32/3 to the extent of 26 guntas and a land bearing Survey Nos. 32/2, 32/4, 32/7, 32/8 and 33/4 to the extent of 3 acres 10 guntas.

AND WHEREAS the said Byregowda sold the land bearing Survey Nos. 32/4, 32/7, 32/8 & 33/4 measuring 3 acres and 10 guntas, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk to one Mr. Ramaiah vide Sale Deed dated 30.04.1948 registered as Document No. 5320 of Book I, Volume No. 989 at pages 45-47 before the Office of the Sub-Registrar, Bangalore. Thus by virtue of this Sale Deed, the said Ramaiah became an absolute owner of the land bearing Survey Nos. 32/4, 32/7, 32/8 and 33/4 to the extent of 3 acres 10 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk.

AND WHEREAS the children and other legal heirs of Bagalur Narayanappa namely Ramaiah, s/o. late Narayanappa, Hanumakka w/o. late Doddamuniyappa, and H. Muniswamy S/o. late Hanumanthappa caused unregistered Panchayath Parikath/ Settlement Deed dated 15.09.1969 partitioning their joint family properties. In the aforesaid partition, the said Ramaiah was given the land bearing Survey Nos. 31/2 measuring 4 guntas, 31/3 measuring 3 guntas, 31/4 measuring 5 guntas, 32/2 measuring 19 guntas, 32/5 measuring 1 acre and 32/6 measuring 18 guntas altogether measuring 2 acres 9 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk. Further in the said partition, the other legal heir Hanumantha's son Muniswamy was given land bearing Sy. Nos. 32/1 measuring 05 guntas, 33/1 measuring 35 guntas and 33/2 measuring 1 acre 1 guntas totally measuring 2 acres 1 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk and Doddamuniyappa's wife Hanumakka was given land bearing Sy. No. 32/2 measuring 30 guntas and 33/2 measuring 1 acre 8 guntas totally measuring 1 acre 38 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk. Thus by virtue of this Partition Deed, the said Ramaiah, Muniswamy and Hanumakka became the absolute owners of the land measuring 2 acres, 9 guntas, 2 acres 1 guntas and 1 acres 8 guntas in Sy. No. 31/2, 31/3, 31/4, 32/2, 32/5, 32/6, 32/1, 33/1 and 33/2 respectively.

AND WHEREAS by virtue of the foregoing Sale Deed dated 30.04.1948 and the family Partition Deed dated 15.09.1969, the said Ramaiah became the absolute owner of the land bearing Sy. Nos. 32/4, 32/7, 32/8 and 33/4 to the extent of 3 acres 10 guntas and Sy. No. 31/2, 31/3, 31/4, 32/2, 32/5 and 32/6 to the extent of 2 acres 9 guntas, totally 5 acres 19 guntas, situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk.

AND WHEREAS pursuant to demise of the said Ramaiah and his wife Akkayamma, their children namely Narayanaswamy, Basavaraju, Adinarayana and Nagaraju (the Vendors/Owners' herein) caused Partition Deed dated 18.11.2000 registered as 4239/2000-01, Vol. 1201 of Book I at pages 149-156 in the office of the Sub-Registrar, Bangalore partitioning movables and immovable properties of the aforesaid late Ramaiah and his wife Akkayamma. In the said partition, Sri.

Narayanaswamy was given a land to the extent of 5.75 guntas out of 23 guntas of land in survey No. 31/1, 2, 3, 4 and a land to the extent of 36.25 guntas out of 3 acres 25 guntas of land in survey Nos. 32/2, 5, 6, 7, 8, Sri. Basavaraju was given a land to the extent of 5.75 guntas out of 23 guntas of land in survey No. 31/1, 2, 3, 4 and a land to the extent of 36.25 guntas out of 3 acres 25 guntas of land in survey Nos. 32/2, 5, 6, 7, 8, Sri Adhinarayana was given a land to the extent of 5.75 guntas out of 23 guntas of land in survey No. 31/1, 2, 3, 4 and a land to the extent of 36.25 guntas out of 3 acres 25 guntas of land in survey Nos. 32/2, 5, 6, 7, 8 and Sri, Nagaraju was given a land to the extent of 5.75 guntas out of 23 guntas of land in survey No. 31/1, 2, 3, 4 and a land the extent of 36.25 guntas out of 3 acres 25 guntas of land in survey Nos. 32/2, 5, 6, 7, 8 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk. Thus by virtue of the aforesaid Partition Deed, the said Narayanaswamy, Basavaraju, Adinarayana and Nagaraju (the Vendors' herein) became the absolute owners of the land to extent of 4 acres 8 guntas in Sy. Nos. 31/1,2, 3, 4 and 32/2, 5, 6, 7 and 8 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk.

AND WHEREAS pursuant to the demise of Mr. Byregowda, his son Ravi Gowda sold the land bearing Sy. No. 31/1 measuring 14 guntas and the land bearing Sy. No. 32/3 measuring 12 guntas totally measuring 26 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore in favour of Narayanaswamy, Basavaraju, Adinaryana and Nagaraju vide Sale Deed dated 27.08.2005 registered as Document No. YAN-1-05688/2005-06 of Book I, C.D. No. YAND 144 before the Office of the Sub-Registrar, Bangalore North Taluk. Thus by virtue of the aforesaid Sale Deed, the said Narayanaswamy, Basavaraju, Adinaryana and Nagaraju became the absolute owners of the property described above.

AND WHEREAS the official correspondence bearing No. RRT(Y)CR3432/2008-09 provides that the land bearing Sy. No. 33/3 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore totally measuring 1 acres 10 guntas was originally owned by Sri Munibyrappa, and Munishamappa . The said Munibyrappa, and Munishamappa sold the said property to Gudaiyappa. Thereafter the said Gudaiyappa sold the same to Sri. Byregowda vide Sale Deed dated 20.06.1944

registered as documents No. 6342/44-45. Thereafter the said Byregowda sold the foregoing property to Ramaiah vide Sale Deed registered as 5320/47-48. Thus by virtue of the aforesaid sale deed, the said Ramaiah became an absolute Owner of the land bearing Sy. No. 33/3 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore totally measuring 1 acres 10 guntas.

AND WHEREAS the said Ramaiah expired on 27.01.1993 and on his death, his legal heirs namely Narayanaswamy, Basavaraju, Adinarayana and Nagaraju (the Owners herein) made an application before the Tahasildar, Bangalore North Taluk, Yelahanka narrating the flow chart of title of the aforesaid property and sought mutation of their names as owners in possession of the land bearing Sy. No. 33/3 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore totally measuring 1 acres 10 guntas and transfer of revenue records with respect to the aforesaid property in their favour. The Tahasildar on enquiry found the flow chart of title of the aforesaid property to be true and accordingly reported the same vide official correspondence bearing No. RRT (Y) CR 342/08-09 to the Assistant Commissioner, Bangalore North Taluk recommending mutation of the names of Vendors as owners in possession of the said property and transfer of revenue records in the name of Vendors. On perusal of the report and documents enclosed along with the report, the Assistant Commissioner passed an Order dated 21.08.2008 bearing No. RRT (BNA)CR 264/08-09 mutating the names of Vendor as owners in possession of the aforesaid Property.

AND WHEREAS the Tahasildar in consideration of foregoing Order mutated the names of Narayanaswamy, Basavaraju, Adinaryana and Nagaraju as owners in possession of the land bearing Sy. No. 33/3 situated at Shivanahalli Village, Yelahanka Hobli, Bangalore totally measuring 1 acres 10 vide his Order dated 22.11.2008. The same is recorded in Mutation Register Extract bearing Sl. No. 8/2008-09. Accordingly other revenue records in respect of foregoing property got transferred in favour the Owners. Thus by virtue of the aforesaid Order dated 21.08.2008, the Owners (Narayanaswamy, Basavaraju, Adinarayana and Nagaraju) became the absolute owner of the land bearing Sy. No. 33/3 situated at

Shivanahalli Village, Yelahanka Hobli, Bangalore totally measuring 1 acres 10 guntas.

AND WHEREAS pursuant to the demise of Sri. Ramaiah, his children namely Narayanaswamy, Basavaraju, Adinaryana and Nagaraju (the Owners herein) succeeded the land bearing Sy. No. 32/4 to the extent of 19 guntas, land bearing Sy.No. 33/4 to the extent of 13 guntas and land bearing Sy. No. 32/2 to the extent of 19 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North vide inheritance/succession as recorded in Mutation Registrar Extracts bearing Nos. 28/2004-05, 9/2003-2004 and 7/2000-01. Thus by virtue of the aforesaid orders, the Vendors became the absolute owners of the lands bearing Sy. No. 32/4 to the extent of 19 guntas, land bearing Sy.No.33/4 to the extent of 13 guntas and land bearing Sy. No. 32/2 to the extent of 19 guntas situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North.

AND WHEREAS by virtue of the aforesaid Partition Deed dated 18.11.2000, Sale Deed dated 27.08.2005, Order dated 21.08.2008 bearing No. RRT (BNA)CR 264/08-09 and inheritance/succession as recorded in Mutation Registrar Extracts bearing Nos. 28/2004-05, 9/2003-2004 and 7/2000-01, the Vendors became absolute owners of following lands situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore:

SL. No.	Sy. No.	Measurement/Extent
1	31 / 1, 2, 3, 4 and 32/2, 5, 6, 7, 8	4 Acres 8 Guntas
2	32/3	12 Guntas
3	33/3	1 Acres 10 Guntas
4	32/4	19 Guntas
5	33/4	13 Guntas
		Total 6 Acres 22 Guntas

AND WHEREAS the Mutation Registrar Extracts bearing Nos. 7/2000-01, 9/2003-2004 and 28/2004-2005 and RTCS for the year 2001 to 2008 reflect the names Vendors as owners in possession of the aforesaid lands to the extent of 6 Acres 22 Guntas.

AND WHEREAS the Owners applied for the conversion of the following lands:

SL. No.	Sy. No.	Measurement/Extent
1	31/1	14 Guntas
2	31/2	04Guntas
3	31/3	03 Guntas
4	31/4	05 Guntas
5	32/2	19 Guntas
6	32/5	01 Gunta
7	32/6	18 Guntas
8	32/7	1 Acres 12 Guntas
9	32/8	12 Guntas
10	33/4	13 Guntas
11	32/3	12 Guntas
12	32/4	19 Guntas
13	32/5	39 Guntas
14	33/3	1 Acres 10 Guntas
		Totally 6 Acres 21 Guntas

Situated at Shivanahalli Village, Yelahanka Hobli, Bangalore North, which is more fully described in the schedule given hereunder and hereinafter referred to as Schedule 'A' Property from agricultural use to non agricultural residential use before the Special Deputy Commissioner, Bangalore. Accordingly the Special Deputy Commissioner, Bangalore appreciated the applications and converted the Schedule 'A' Property from agricultural to non agricultural residential purpose vide Conversion Orders/Official Memorandums dated 17.06.2009, 19.01.2009 and

10.02.2009 bearing Nos. AAL.N(NAY)S.R.13/2008-09 and AAL.N(NAY)S.R. 194/2008-09. Thus by virtue of the aforesaid Conversion Orders, the Schedule 'A' Property stands converted for residential purpose.

AND WHEREAS the aforesaid Owners and M/s. Trishul Developers (the Developer herein) entered into a Joint Development Agreement dated 16.03.2006 registered as document No.YAN-1-17267-2005-06 of Book I and stored in CD No.YAND179 on 16.03.2006 in the office of the Sub Registrar, Yelahanka, Bangalore, for construction of multi storied residential apartment complex on lands bearing Survey No. 31/1,2,3,4 & 32/1, 2, 3,4,5,6,7,8 & 33/3,4 situated Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore totally measuring an extent of 7 acres 11 guntas, which is comprised of the Schedule 'A' Property.

AND WHEREAS pursuant to the execution and registration of the foregoing JDA, the Owners and Developer noticed that by oversight, they have added excess land in the JDA and decided to rectify the same vide executing and registering a Rectification Deed. Accordingly the Owners along with their legal heirs executed a Rectification Deed in favour of the Developer and got the same registered as document No.YAN-1-4500-2010-11 of Book I and stored in CD No.YAND349 on 18.02.2011, in the office of the Sub-Registrar, Yelahanka, Bangalore, whereby they deleted the land bearing Sy. No. 32/1 situated Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore totally measuring an extent of 5 guntas. Further they reduced the extent from 1 acres 09 guntas to 19 guntas in the land bearing No. 32/2 situated Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore from the Schedule therein. Thus the Developer and Owners arrived at Schedule 'A' Property measuring 6 acre 22 guntas vide foregoing Rectification Deed. Further the Vendors / owners along with their children and legal heirs executed a General Power of Attorney 18.02.2011 and got the same registered as document No. YAN-4-00252-2010-11 recorded in CD bearing No. YAND349 in the Office of the Sub-Registrar, Yelahanka, Bangalore empowering the Developer to complete the intended development on the Schedule 'A' Property as well as to alienate the apartments along with proportionate undivided right, interest and title in the Schedule 'A' Property to the prospective purchasers.

AND WHEREAS the Developer having considerable experience in the development of properties and construction and sale of the constructed area has formulated a scheme as per the various sanctions and permissions granted by the Bangalore Development Authority/ Bruhath Bangalore Mahanagar Palike (BBMP) and other concerned authorities for the construction of multi residential apartment complex under the composite name and style of " **Mittal Palms**' and comprised of Basement/Stilt , Ground and upper floors in the portion of the Schedule 'A' Property measuring 3 acres 13 guntas, which is more fully described in the Schedule 'B' given hereunder and hereafter referred to as '**the Schedule 'B' Property**' and reserves the right to construct/develop the remaining portion of the Schedule 'A' Property.

AND WHEREAS, the terms and conditions set forth in the Joint Development Agreement and General Power of Attorney provide that the Vendors/ Owners are entitled for 36% of the saleable built up area along with proportionate common area and undivided rights, title and interest in the Schedule 'A' Property and the Developer is entitled for 64% of the saleable built up area along with proportionate common area and undivided rights, title and interest in the Schedule 'A' Property and in the multi storied residential apartment to be constructed on the Schedule 'A' Property by the Developer. Further it was agreed between the Developer and Vendors/ Owners that they shall enter into a Sharing Agreement indentifying their respective shares of apartments in the multi storied residential apartment complex to be constructed in the Schedule 'B' Property by the Developer in the first phase. Accordingly the Owners and Developers entered into Sharing Agreement dated 01.03.2011. By virtue of the aforesaid JDA, General Power of Attorney and Sharing Agreement, the Vendors/ Owners and the Developer are entitled to sell, transfer or otherwise alienate their respective shares of apartment along with common areas and car/s parking and proportionate undivided right, interest and title in the Schedule 'B' Property.

AND WHEREAS under the aforesaid scheme, persons interested in acquiring ownership to residential apartments with or without covered car parking space / Terrace Garden Area/ Terrace area were required to acquire an undivided share in Schedule 'A' Property from the Vendors by entering into absolute sale deed and have the Residential Apartments with or without covered Car Parking Space/ Terrace Area constructed by the Developer by entering into separate Construction Agreement thereof.

AND WHEREAS the Purchaser has examined and got himself satisfied with the title, interest and rights of the Vendors over the Schedule 'A' Property and rights, interest, title of the Developers with respect to Schedule 'A' Property as well as the plan of the proposed building, specifications thereof and other documents relating to the scheme of ownership of residential apartments in the Schedule 'A & B' property.

AND WHEREAS the Purchaser has approached the Vendors and the Developer with an offer to purchase% undivided right, title and interest in the Schedule 'B' Property. The said undivided right, title and interest in the Schedule 'B' Property is more fully described in the schedule hereunder and hereinafter referred to as the **Schedule 'C' Property**. The Vendors/ Owners and the Developer have accepted the said offer made by the Purchaser for the Schedule 'C' Property for a consideration of Rs./- (RupeesOnly) on the terms and conditions mentioned hereunder and the purchaser /s has expressed his/her/their willingness to own one of the residential apartments falling to the share of the Developer, Viz. the residential apartment bearing situated in the Floor, which is more fully described in the Schedule 'D' given hereunder and hereinafter referred to as the Schedule 'D' subject to the various terms and conditions herein and that of Construction Agreement entered into this day with the Developer

The saleable area referred to in this Agreement shall mean and include -

- a) The plinth area of the Apartment/Unit;
- b) The balcony and Chajjas of the each Apartment/Unit;
- c) The common areas including but not limited to lobbies, passages, staircases, lift and lift rooms in the basement and the generator room in the basement, proportionate share in the outer and inner walls, common areas and common amenities provided in the building built in the Schedule B Property.

WHEREAS the parties are desirous of reducing into writing the terms and conditions agreed to between them.

NOW ACCORDINGLY THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

1. The Owners agree to sell and transfer an undivided..... % right, title and interest in the Schedule B Property and the Purchaser agrees to purchase the same for a total consideration of Rs.....(Rupees.....
 only).

2. The above consideration amount shall be paid by the Purchaser to the Developer as follows :

2.1 The Purchaser has this day paid a sum of Rs/-
 (Rupees only)
 vide cheque / D.D. bearing number dated.....
,drawn on Bank,.....Branch,
 to the Developer as earnest money .

2.2. The Purchaser shall pay the balance sale consideration of Rs.
/-(Rupees..... only)
 in installments as hereunder

- I. Rs..... on or before.....
- II. Rs..... on or before.....
- III.Rs..... on or before.....
- IV.Rs..... on or before.....
- V. Rs..... on or before.....
- VI.Rs..... on or before.....
- VII.Rs..... on or before.....
- VIII.Rs..... on or before.....
- IX.Rs..... on or before.....
- X. Rs..... on or before.....

The Purchaser assures the Developer that the cheques / Demand Drafts issued will be encashed on the dates specified therein, time being of the essence of the contract:

2.3 The Purchaser shall not delay, withhold or postpone the payments due as aforesaid on whatsoever ground. Any default by the Purchaser in payment of the sale consideration or any installment thereof on the respective due dates shall be construed as a breach of contract committed by the Purchaser and in the event of such breach, the Developer shall, at its sole option, be entitled, but not obliged to:

2.3.1 Collect interest on the defaulted installments at the rate of 2.5% per month from the date of default till the date of payment ; and

2.3.2 Without prejudice to the above, terminate this agreement at any stage with liberty to deal with the Purchaser's interest in the Schedule 'C' Property in such manner as the Developer deems fit, as also forfeit a sum equivalent to 25% of the total sale consideration and appropriate it as liquidated damages for the breach committed by the Purchaser from out of the moneys paid by the Purchaser and to allot the Schedule 'C' Property along with a Schedule 'D' Apartment to any other person, on such terms and conditions as they may deem fit. The balance amount, if any, after deducting all amounts due to the Developer under this Agreement for Sell and the Construction Agreement in respect of the Schedule 'D' Apartment/Unit shall be paid to the Purchaser within three months from the date of disposal of the Schedule 'C' Property and Schedule 'D' Apartment.

2.4. The sale consideration in respect of Schedule 'C' Property is being paid by the Purchaser to the Developer in view of the fact that the Developer is entitled to 64% undivided share in the Schedule A Property and the Apartment/Unit which is to be constructed by the Developer for the Purchaser falls to the share of Developer under the Sharing Agreement entered into between the Owners and the Developer.

3. Upon execution of this Agreement the Purchaser shall be entitled to get the Schedule 'D' Apartment/Unit constructed through the Developer, subject to payment of the sale consideration as stipulated in clause 2 above and also payment of all sums as stipulated in the Construction Agreement executed today between the Purchaser and the Developer.

4. The sale of the Schedule C property by the Owners to the Purchaser is to enable the Purchaser to have the Schedule D Apartment constructed through the Developer and the Purchaser shall not be entitled to seek partition or separate possession of the undivided share herein agreed to be purchased.

5. The Owners declare that they are the true, lawful and absolute owners of the Schedule A Property and that they are competent to vest a clear and marketable title to undivided share therein agreed to be sold in favour of the Purchaser /s.

6. The Owners/Developer, on the Purchaser fulfilling of the terms and conditions of this Agreement and of the Construction Agreement entered into between the Developer and the Purchaser this day regarding construction of the Schedule D Apartment/Unit on behalf of the Purchaser, shall execute a sale deed conveying the Schedule C Property to the Purchaser in accordance with the terms and conditions of this Agreement.

7. The rights under this Agreement are personal to the Purchaser and he/she/they shall not be entitled to transfer or assign, in any manner, his/her/their rights under this Agreement without the prior written consent of the Developer and subject to -

a) payment of 5% of the total consideration to the Developer as transfer fees and

b) the assignee agreeing to observe and perform all the obligations of the Purchaser contained this Agreement and the Developer is otherwise also satisfied that its rights and interest under this Agreement are fully safeguarded.

8. The Purchaser shall not be entitled to terminate this Agreement or to resile from his/her/their to make payment or to perform his/her /their obligation in respect of this Agreement or the Construction Agreement without being bound and liable to pay the balance consideration money, if any.

9. The overall control and management of the Schedule A Property and construction of the building and completion of the entire project shall be

with the Developer and it shall be entitled to continue in possession of the Schedule A Property and buildings till the execution and registration of all the sale deed/s in favour of all the purchasers of undivided shares in the entire Schedule A Property.

10. The Owners/Developer shall be at liberty to sell transfer, assign and/or deal with or dispose of their remaining right, title and interest in the Schedule A & B Property at such price or consideration as they deem fit at their absolute discretion and the Purchaser shall not be entitled to question the same.

11. The Developer shall be entitled to terminate this Agreement in the event of failure by the Purchaser to comply with and fulfill the terms and conditions of this Agreement and/ or the Construction Agreement and upon such termination the Purchaser shall cease to have any right under this Agreement, except to receive refund of the amounts if any, paid by the Purchaser, subject to deduction of 25% of the total consideration payable under this Agreement as liquidated damages. The parties agreed that the termination of either this agreement of the Construction Agreement shall automatically result in termination of both the agreements. The parties shall not be entitled to terminate only one of the agreements.

12. All letters, receipts or notices, issued by the Owners/ Developer if dispatched under Registered Post (Ack. Due)/Certificate of Posting to the address of the Purchaser given in this Agreement shall be deemed to be sufficient service on the Purchaser and shall effectually discharge the Owners/Developer from the obligation to issue any further notice.

13. The Purchaser shall become and remain a member of the condominium/ association/ society (hereinafter referred to as the "Association") to be formed by and consisting of all the Co-owners of the Schedule B Property for the purpose of attending to maintenance and safety of the said property and the building to be constructed thereon and shall

observe and perform the terms and conditions and Bye-laws/rules and regulations of such Association. The Purchaser shall be liable to bear the proportionate cost of formation of such Association.

14. If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the Bruhat Bangalore Mahanagara Palike or other Authority in respect of Schedule 'B' Property, the same shall be borne and paid by the Purchaser in the same proportion as his undivided share in the Schedule 'B' Property bears to the entire Schedule B Property.

15. Any delay or indulgence by the Developer in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser.

16. The Purchaser shall pay and bear the stamp duty and all other statutory charges including registration and other expenses connected with the transfer and sale of the Schedule 'C' Property and the Schedule D Apartment/Unit to be constructed in the Schedule B Property.

SCHEDULE 'A' PROPERTY
(The description of the entire property)

All that piece and parcel of the immovable property being agricultural land bearing Survey No. 31/1,2,3,4 & 32/2,3,4,5,6,7,8 & 33/3,4 situated Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore totally measuring an extent of 6 acres 22 guntas (including 01 gunta karba) and bounded on the:

East by : Road and Lake
West by : Property belonging to Chandrappa,

Hanumakka, Munishamappa & his son-in-law
North by : Property belonging to Hanumakka,
Prakash & Shamanna
South by : Arakavathy BDA Layout and BDA road.

SCHEDULE 'B' PROPERTY

**(The Description of the land where the development is intended under
Sharing Agreement Dt. 01-03-2011)**

All that piece and parcel of the immovable property being agricultural lands bearing Survey Nos. 32/3 to the extent of 12 guntas, 32/4 to the extent of 19 guntas, 32/5 to the extent of 39 guntas and 33/3 extent of 1 acres 10 guntas and 33/4 to the extent of 13 guntas totally 3 acres 13 guntas situated Shivanahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore and bounded on the:

East by : Road and Lake
West by : Property belonging to J. N Krishnappa
North by : Property belonging to Hanumakka
and
remaining portion of the same property,
South by : Arakavathy BDA Layout and BDA road and property
belonging to Chandrappa.

SCHEDULE 'C' PROPERTY

**(The description of the undivided share agreed to be sold to the Purchaser
under Sharing Agreement Dt. 01-03-2011)**

Approximately% undivided share, right, title and interest in the Schedule-B property which is equivalent to Sq. ft. in the Schedule 'B' Property approximately of land to be held along with the Schedule D Apartment for all times.

SCHEDULE 'D' APARTMENT/UNIT

**(The description of Apartment/Unit the purchaser is entitled to get
constructed through the Developer)**

Residential Apartment bearing No in the
Floor having a super built up area of Sq. ft. and
..... car (open/covered) parking space in the basement / stilt /
open area of the building in the Schedule B Property.

IN WITNESS WHEREOF, the parties above named have signed this
Agreement to sell on the day, the month and the year first mentioned above.

WITNESS:

1.

..... .

(Vendors)

2.

For M/s. Trishul Developers

(Developer)

(.....)

(Purchaser)