

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS 11th DAY OF OCTOBER TWO THOUSAND SEVENTEEN (11.10.2017) AT BANGALORE.

BETWEEN:

M/s CREATIVE AND SRIVARU BUILDERS, a Partnership Firm, having its Registered Office at No.9, 3RD cross, Chowdaiah block, new ward no.21, RT Nagar, Bangalore- 560 032 (PAN No.AALFC8482H), represented by its Managing Partners **a) Sri SATYANARAYANA B**, s/o Late Mallaiah, aged about 50 years, **b) Sri G. SHANMUKANANDA**, s/o. Sri Rathnaiah, aged about 59 years and **c) Sri V. CHANDRASHEKAR**, s/o Sri V. Anjaneyalu, aged about 44 years and **d) Sri.V.VENU**, aged about 28 years, son of M.Venkatesh.

Hereinafter referred to as the “**OWNER/DEVELOPER**” (which term shall, whenever the context so permits or admits, mean, and include its representatives, administrators, successors, executors, assigns etc.,) of the **FIRST PART**.

AND:

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Hereinafter referred to as the “**PURCHASER/s**” (which expression shall where ever the context so requires, mean and include his/her/their heirs legal representatives, Successors and Assigns) of the **SECOND PART**.

WITNESSETH AS FOLLOWS:

WHEREAS, the “OWNER/DEVELOPER” is the sole and absolute owner of all that piece and parcel of the property bearing Bruhat Bangalore Mahanagara Palike Municipal No. 40, PID No. 96-91-40, measuring 28536 square feet situated at 4th Main, Sumangali Sevashram Road, Hebbal Bangalore carved out of Sy No. 5/1, Hebbal Village, Kasaba Hobli, Bangalore North Taluk, Bangalore District which is more fully described in the schedule hereunder, hereinafter referred to as ‘**SCHEDULE ‘A’ PROPERTY**’.

WHEREAS the Schedule “A” Property was acquired by “OWNER/DEVELOPER” in terms of Sale Deed dated 19.01.2017 executed by Sri.Gautham S Varad, registered as Document No.HBB-1-03027/2016-17, and stored in CD.No.HBBD184, in the Office of Senior Sub-Registrar, Gandhinagar (Hebbal),Bangalore read with Rectification Deed dated 03.07.2017 registered as document No.HBB-1-00842/2017-18, and stored in CD.No.HBBD188 in the Office of the Sub-Registrar Gandhinagar (Hebbal),Bangalore.

WHEREAS, the said Sri.Gautham S Varad acquired the title to the Schedule “A” Property by virtue of the Sale Deeds and Confirmation Deeds as mentioned bellow:

- a) Sale Deed dated 15.03.2004 executed by Smt.Sharadamma and others, represented by GPA Holder V.Srinivas Raju, in favour of Sri.Gautham S Varad, registered as Document No.51077/03-04, and stored in CD.No.174,

in the Office of Bangalore North Taluk, Bangalore in respect of portion of Schedule “A” Property

- b) Sale Deed dated 12.06.2006 executed by Smt.H.B.Usha in favour of Gautham S.Varad registered as Document No.BLN-1-15564/2006-07, and stored in CD.No.BLND279, in the Office of Sub-Registrar, Bangalore North Taluk in respect of remaining portion of Schedule “A” Property
- c) Confirmation Deed dated: 24.08.2015 executed by Smt.Lakshamma and others registered as Document No. 1969/2015-16, Book 1, and stored in CD No. HBBD 170 in the office of the Sub-Registrar, Hebbal,
- d) Confirmation Deed dated: 10.09.2015 executed by Smt. Sharadamma along with her children registered as Document No. 2217/2015-16, Book 1, and stored in CD No.HBBD170 in the office of the Sub-Registrar, Hebbal, and
- e) Confirmation Deed dated: 10.09.2015 executed by Smt.Munirathamma registered as Document No. 2218/2015-16, Book 1, and stored in CD No.HBBD170 in the office of the Sub-Registrar, Hebbal

WHEREAS, the khata of the Schedule “A” Property is transferred in the name of “OWNER/DEVELOPER” herein in the records of Bruhat Bangalore Mahanagara Palike (BBMP) and “OWNER/DEVELOPER” has paid upto date taxes to the BBMP.

WHEREAS in the manner above said, the “OWNER/DEVELOPER” has acquired the Schedule ‘A’ Property and are having absolute right, title and interest and in peaceful possession and enjoyment of the Schedule ‘A’ Property without any hindrance.

WHEREAS, the “OWNER/DEVELOPER” has formulated a scheme for developing the Schedule “A” Property by construction of residential apartments comprising of stilt, ground and upper three floors as per the Plan sanctioned on 13.10.2015 by the Assistant Director, Town Planning (East), Bruhat Bangalore Mahanagara Palike, Bangalore, vide L.P.No.820/15-16.

WHEREAS, the OWNER/DEVELOPER formulated a scheme of ownership of residential apartment in Schedule ‘A’ Property by name “Sree Palace” , in terms of which any person desirous of owning an apartment to be constructed on Schedule “A” Property in “Sree Palace”, should purchase the proportionate undivided share, right, title and interest in the Schedule ‘A’ Property from the OWNER/DEVELOPER and such buyers by agreeing to purchase the undivided interest in the Schedule ‘A’ Property will get a right to construct the chosen apartment in “Sree Palace” through the OWNER/DEVELOPER only. Upon such sale in the overall scheme, the entire Schedule ‘A’ Property will be jointly owned and held by the Owners of the apartment units built therein and each of them having a definite undivided share in the Schedule ‘A’ Property and absolute ownership to the respective apartment units with right to use in common with others, all the common amenities area and facilities, staircase, lifts lobbies, passages, access, dedicated roads etc., within the Schedule ‘A’ Property. The scheme as described above forms the basis of sale and ownership of the apartment units in “Sree Palace” the OWNER/DEVELOPER has

worked out the proportion of undivided share to be held in Schedule 'A' Property based on the construction plan.

WHEREAS, the OWNER/DEVELOPER has prior to this on the demand made by the PURCHASER/s provided photocopies of the deeds and documents of the title pertaining to the Schedule 'A' Property to the PURCHASER/s to enable the latter to carry out legal due-diligence to its satisfaction about the title of the OWNER/DEVELOPER . Based on the said due-diligence and title verification and satisfaction, the PURCHASER/s has/ have agreed to purchase the Schedule 'B' Property, from the OWNER/DEVELOPER on the terms and condition herein contained and agreed to get the Schedule 'C' Apartment/Unit constructed exclusively through the OWNER/DEVELOPER. The PURCHASER/s has/have understood evaluated and satisfied himself/herself/themselves about the concept, title, etc., of "Sree Palace" and development in Schedule 'A' Property. The PURCHASER/s has/have further confirmed that the PURCHASER/s has /have carefully read the condition of this agreement and has/have understood the clauses mentioned in this Agreement has/have approached and offered to purchase the Schedule 'B' Property for the purpose of construction of Schedule 'C' Apartment/Unit.

WHEREAS, the PURCHASER/S herein after due verification and scrutiny, being satisfied with the title of the Schedule 'A' Property and with the scheme propounded by the OWNER/DEVELOPER and sanctions obtained by them, is/are interested in constructing and owning an apartment described in the schedule 'C' in "Sree Palace" and hereinafter referred to as Schedule 'C' Apartment/Unit to be built in Schedule 'A' Property and as per the scheme the PURCHASER/s agreed to purchase the proportionate undivided share in Schedule 'A' Property from the OWNER/ DEVELOPER more fully described in the Schedule 'B' and hereinafter referred as the Schedule 'B' Property for consideration mentioned in Schedule 'D' herein below in the terms of this Agreement and the PURCHASER/s has/have also agreed and entered into a separate agreement for Construction of Schedule 'C' Apartment/Unit with the OWNER/DEVELOPER in terms of the scheme stated above.

WHEREAS, the OWNER/DEVELOPER has agreed to convey Schedule 'B' and "C" Properties subject to PURCHASER/s complying with the terms and conditions of this agreement and the Construction Agreement and payment of all the amounts detailed in both the Agreements to the OWNER/DEVELOPER .

THE OWNERS/FIRST PARTY COVENANT WITH THE PURCHASER/S AS FOLLOWS:

- That the OWNER/DEVELOPER is the absolute owners of the Schedule-'A' Property and that the title thereto is good, marketable and subsisting and they have absolute right to convey the same.
- That the Schedules 'B' and 'C' properties being conveyed to the PURCHASER/S are free from attachment, encumbrances, court of acquisition proceedings or charges of any kind.

- That OWNER/DEVELOPER agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the **PURCHASER/S** for more fully and perfectly assuring the title of the **PURCHASER/S** to the Schedule 'C' Property:
- That the **OWNERS/DEVELOPER** will not convey or cause to be conveyed to any person, any interest in the Schedule-A Property and the building, without incorporating the covenants and stipulations as are agreed to and undertaken as between the **OWNER/DEVELOPER** and the **PURCHASER/S** as per this Agreement:
- That the **OWNER/DEVELOPER** will pay all taxes, rates and cesses in respect of the Schedule-A Property up to the date of delivery of possession of the Schedule-C property.
- The **OWNER/DEVELOPER** has registered the project as per the provisions of the Real Estate (Regulation and Development) Act 2016 read with The Karnataka Real Estate (Regulation and Development) Rules 2017

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. SALE PRICE AND PAYMENT:

1.1 The OWNER/DEVELOPER shall sell and PURCHASER/s shall purchase the Schedule 'B' Property for the consideration mentioned in Schedule 'D' herein with right to construct and own Schedule 'C' Apartment/Unit through the OWNERS/DEVELOPER only. In case of variation in the area of the undivided share to be conveyed in favour of the PURCHASER/s herein in terms of agreement marginally consequent to construction or any verification to plans sanctioned or for any other reason, it shall not affect the consideration stipulated for sale of the Schedule 'B' Property.

1.2 The PURCHASER/s has/have paid the amount mentioned in Schedule 'D' hereto to the OWNER/DEVELOPER as part payment towards part sale consideration pertaining to the Schedule 'B' Property and balance sale price shall be payable to the OWNER/DEVELOPER as detailed in Schedule 'D' herein is essence of this agreement and under no circumstances there shall be delay in payment of the balance sale price since the delayed payments affect the execution of the development works and construction in the Schedule 'A' Property. In case any Cheque/s issued by the PURCHASER/s is/are dishonored for any reason in respect of the payments in Schedule 'D' hereto, the PURCHASER/s is/are liable for lawful action and pay the charges collected by the Bank.

1.3. The consideration for the sale of Schedule 'B' Property is arrived at by mutual negotiations between the parties hereto and the PURCHASER/s shall have no right to re-negotiate the sale consideration for any other reason.

1.4. In the event of delay / default by the PURCHASER/s of pay the balance sale consideration as per Schedule 'D' hereto the OWNER/DEVELOPER shall be entitled to terminate this agreement by issuing a notice calling upon the PURCHASER/s to pay the arrears due within fifteen (15) days from the date of

issue of such notice and if the PURCHASER/s fail to pay the arrears, this agreement shall be deemed to have been terminated.

1.5. In the event of termination as aforesaid, the OWNER/DEVELOPER shall be entitled to forfeit a sum equivalent to 20% of the total sale consideration herein as liquidated damages being suffered by the OWNER/DEVELOPER. After adjusting the forfeited amount against the amounts paid by the PURCHASER/s till the date of termination, the OWNER/DEVELOPER shall refund the balance, if any, without any interest charged within two months from the date of resale/transfer of 'Schedule 'B' and 'C' properties to third parties. On such termination, the Construction Agreement entered between the OWNER/DEVELOPER and the PURCHASER/s shall also stand terminated automatically without any notice to the PURCHASER/s. The refund would only happen after the PURCHASER/s execute/s written termination Agreement in favour of the OWNER/DEVELOPER.

1.6. In case of breach of the terms and conditions in the Construction Agreement by the PURCHASER/s, this Agreement shall be deemed to have been terminated for default automatically without separate notice being served and in which event the OWNER/DEVELOPER shall be entitled for the liquidated damages of 20% of the total sale consideration.

1.7. Upon termination of this Agreement the PURCHASER/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment/Unit and/or/on the OWNER/DEVELOPER and/or/ on the construction Agreement and the OWNER/DEVELOPER shall be entitled to deal with Schedule 'B' and 'C' Properties as they deem fit without reference to PURCHASER/s at their discretion.

1.8. The PURCHASER/s, if a non-resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act-1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) and or any other statutory amendment/modifications made thereof and all other applicable Laws including that of remittance payments, acquisitions, sale, transfer of immovable property etc., and provide the OWNER/DEVELOPER in such permissions, approval which would enable the OWNER/DEVELOPER to fulfill its obligations and under this Agreement. The PURCHASER/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the PURCHASER/s alone shall be liable for any action under FEMA. The PURCHASER/s shall keep the OWNER/DEVELOPER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER/s subsequent to the signing of this Agreement it shall be the sole responsibility of the PURCHASER/s to intimate the same in writing to the OWNER/DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. The OWNER/DEVELOPER shall not be responsible towards any third party making payments, remittances on behalf of any PURCHASER/s and such third party shall not have any right in this applicable / allotment of the Schedule 'C' Apartment/Unit in any manner and the OWNER/DEVELOPER shall issue the payment receipts only in the name of the PURCHASER/s only.

2. PURPOSE OF SALE:

2.1. The Sale of Schedule 'B' Property shall be to enable the PURCHASER/s to get constructed the apartment described in Schedule 'C' Apartment/Unit herein exclusively through the OWNER/DEVELOPER under the aforesaid scheme of ownership detailed in the preamble. The PURCHASER/s shall have no right to construct the Schedule 'C' Apartment/Unit other than through the OWNER/DEVELOPER taking into account the nature of scheme.

2.2. The PURCHASER/s shall not seek partition or division or separate possession of Schedule 'B' Property and in no way shall the PURCHASER/s object for construction of apartment by other PURCHASER/s of undivided shares in the Schedule 'A' Property, and shall not call in question the sale price that are being paid by the other PURCHASER/s of the undivided share in Schedule 'A' Property.

3. CO-TERMINUS AGREEMENT:

It is further agreed by the parties herein that this Agreement is only for specific sale of Schedule 'B' Property being proportionate undivided share in the Schedule 'A' Property (which division and calculation shall be at the sole discretion of the OWNER/DEVELOPER and shall be final and binding on the PURCHASER/s) and that the purchaser/s herein have entered into separate agreement with the OWNER/DEVELOPER for the Construction of the Schedule 'C' Apartment/Unit over the Schedule 'A' Property and use of common areas. However default in any one Agreement shall be construed as default of the other Agreement and rights and obligations of the parties shall be determined as per the terms in the both the Agreements. The PURCHASER/s hereby agree/s that this Agreement cannot be independently enforced in isolation of the other Agreement (the other Agreement being the construction agreement for the construction of this Schedule 'C' Apartment/Unit). Without the due and proper performance of both the Agreements (Agreement to Sell and Construction Agreement) this Agreement cannot be performed. It is also agreed by the PURCHASER/s that in case of breach of any of the terms and or conditions and or covenant, etc., by the PURCHASER/s in the Construction Agreement in respect of the Construction of the said Apartment, this Agreement will be deemed to have become non-executable agreement.

4. TITLE & TITLE DEEDS:

The PURCHASER/s is /are provided with true photocopies of all title deeds relating to Schedule 'A' Property and after being fully satisfied as to the title of the OWNER/FIRST PARTY to the Schedule 'A' Property and the OWNER/DEVELOPER right to develop Schedule 'A' Property has/have entered this Agreement. The PURCHASER/s shall not be entitled to further investigate the title of the OWNER/FIRST PARTY and or the power of the OWNER/DEVELOPER to develop and sell and no requisition or objection shall be raised in any manner relating thereto.

The PURCHASER/s has/have no objection for the OWNER/DEVELOPER to create charge of mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the OWNER/DEVELOPER alone is responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and "C" Properties are completed. The OWNER/DEVELOPER agrees to secure necessary "No Objection Certificate" from the lending Bank /financial institution and furnish the same to the PURCHASER/s

at the time of conveyance of the Schedule 'B' and "C" Property to ensure that Schedule 'B' and "C" Properties are free from any charge or mortgage.

5. EXECUTION OF SALE DEED/S STAMP DUTY, FEES ETC.

5.1. The PURCHASER/s shall bear the cost of stamp duty payable on the Agreement and they shall also pay the registration fee and expenses if the PURCHASER/s opts to register this Agreement by mutual consent before Jurisdictional Sub-Registrar.

5.2. The OWNER/DEVELOPER agreed to execute Sale deed in terms of the draft prepared by the OWNER/DEVELOPER for sale of the Schedule 'B' and "C" properties in favour of the PURCHASER/s, on compliance of the terms and payments of all sums mentioned herein and in the said Construction Agreement. The PURCHASER/s agree/s not to claim conveyance or possession till compliance of the both the Agreements in all respect. The parties hereto shall co-operate with each other for registration of the sale deed in pursuance of this Agreement. The sale deed and its registration process shall be completed through the OWNER/DEVELOPER 's Counsel only.

5.3. The OWNER/DEVELOPER agree to execute the Sale deed after fulfillment of the terms hereof and of the Construction Agreement and the PURCHASER/s has/have agreed for the same.

5.4. The Stamp Duty, registration fees prevailing at the time of registration of the Sale Deed, for the execution and registration of the Sale Deeds shall be borne by the PURCHASER/s. In the event of sale deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule 'B' and /or 'C' Properties it is the responsibility of the PURCHASER/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The OWNER/DEVELOPER shall have no liability in respect thereto.

6. PROPERTY TAXES AND KHATHA.

6.1. The OWNER/DEVELOPER shall pay Property taxes and other levies on the Schedule 'A' Property till the date of registration of the Sale Deed. The PURCHASER/s shall be liable to pay the taxes and other levies only from the date of registration of sale deed to the Authorities concerned upon completion of the construction of the Schedule 'C' Apartment/Unit which will be separately assessed to property tax.

6.2. That the OWNER/DEVELOPER shall bear and make necessary arrangements for the transfer of Khatha pertaining to the Schedule 'B' & 'C' properties and the PURCHASER/s shall sign necessary forms and applications.

7. OWNER/DEVELOPER 's RIGHT TO DEVELOP THE 'SCHEDULE 'A' PROPERTY':

The OWNER/DEVELOPER reserves the exclusive and absolute right, power and authority to develop the Schedule 'A' Property as per sanction plan and deal with the same in the manner they deem fit in which neither the Purchaser/s herein or none of the purchasers of development in the Schedule 'A' Property would have any

objection or concern therein. And the OWNER/DEVELOPER reserves easementary rights in perpetuity in the roads and other passages leading to the buildings in the Schedule 'A' Property for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s or the Purchaser/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in the Schedule 'A' Property by the First Party and/or their transferees and/or persons claiming under them.

8) INDEMNITY:

The OWNER/DEVELOPER shall keep the Purchaser fully indemnified against all encumbrances, claims, demands, costs and expenses occasioned or made by the OWNER/DEVELOPER or any person having or claiming any estate, right, title or interest over the Schedule 'A' Property.

9. NOTICES:

9.1. Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by courier or by e-mail notification or by personal delivery or by Registered Post and either party may ignore any other mode of communication. The party sending Notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address.

9.2. In case there are joint PURCHASER(s) all communications shall be sent by the OWNER/DEVELOPER to the PURCHASER whose name appears first and at the address given by the PURCHASER/s which shall for all intents and purposes be considered as properly served on all the PURCHASER/s.

10. NO RIGHT TO OBSTRUCT DEVELOPMENT:

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the Apartment/Flat and other developments or any part thereof in the Schedule 'A' Property and/or in "Sree Palace".

11. ASSIGNMENT:

- a) It is specifically agreed by the Purchaser/s that before the execution of the Sale Deed, the Purchaser/s shall transfer or assign his/her/their right under this agreement to anyone only with the written consent of the OWNER/DEVELOPER. In the event of Assignment or transfer as stated above, the OWNER/DEVELOPER shall charge an assignment fee of Rs.1,00,000/- (Rupees One lakh Only) at the time of assignment of said apartment/unit subject to clearance of all payments & dues pending from Purchaser/s under this Agreement and the Agreement of Sale. Further, as this Agreement and the Agreement to Sell are co-terminus in nature, the Purchaser/s shall not be entitled to assign either of these agreements independently without assigning the other Agreement.

b) In addition to above, the First Party's consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Purchaser/s or the Purchaser/s :-

- (i) Settling all outstanding due payable to the First Party as mentioned in this Agreement and other overdue interest (if any);
- (ii) Causing the new buyer(s) to execute fresh Deeds with the First Party (as per the format of the First Party) at the cost of the Purchaser/s or Assignee.

12. SPECIFIC PERFORMANCE & ARBITRATION & JURISDICTION:

All or any disputes out of this agreement including the interpretation, validity of the terms, the respective rights and obligations of the parties shall be addressed, settled or resolved as per the provisions of the Real Estate (Regulation and Development) Act 2016 and The Karnataka Real Estate (Regulation and Development) Rules 2017.

13.INDULGENCE:

Any delay tolerated or indulgence shown by the OWNER/DEVELOPER in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER/s nor shall the same in any manner prejudice the right of the OWNER/DEVELOPER .

14.COMPLETE AGREEMENT:

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes, any prior Agreements and representations between the parties, whether written or oral. Any such prior arrangements are cancelled as on this Date.

15.AMENDMENT:

This Agreement may be amended only by a written document executed between the parties by mutual consent

16.SEVERABILITY:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

17.RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretations of contracts subject to followings:

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

18.CUSTODY:

The original of this Agreement shall be with the PURCHASER/s and copy thereof with the OWNER/DEVELOPER .

:SCHEDULE 'A' PROPERTY:

All that piece and parcel of the property bearing Bruhat Bangalore Mahanagara Palike Municipal No. 40, PID No. 96-91-40, measuring 28536 square feet situated at 4th Main, Sumangali Sevashram Road, Hebbal Bangalore carved out of Sy No. 5/1, Hebbal Village, Kasaba Hobli, Bangalore North Taluk, Bangalore District and bounded as follows:

East by : Private property,
 West by : Road,
 North by : Private property, and
 South by : Sumangali Sevashram Road.

: SCHEDULE 'B' PROPERTY: **(UNDIVIDED INTEREST AGREED TO BE SOLD)**

.....**Square feet** of undivided share, right, title, interest and ownership in Schedule 'A' Property.

: SCHEDULE 'C' PROPERTY: **(APARTMENT/FLAT AGREED TO BE CONSTRUCTED)**

03 BHK residential Apartment bearing No..... on the Ground Floor of the residential apartment known as "Sree Palace" being built in Schedule 'A' Property and having Sq. Feet of carpet area and proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use along with One Covered Car Parking Space in the Stilt Level.

: SCHEDULE 'D': **PAYMENT SCHEDULE**

The consideration for sale of Schedule 'B' Property is **Rs...../-(Rupees Only)**, the PURCHASER/s has/have paid to the OWNER/DEVELOPER, **Rs...../-(Rupees Only)** by cheque bearing No....., drawn on bank, dated

..... as advance of the sale price and the balance amount of **Rs...../-(Rupees only)** shall be payable in the manner stated below:

Sl. No	Details	% of Total Consideration	Amount
1			Rs...../-
2			Rs...../-
3			Rs...../-
4			Rs...../-
5			Rs...../-
6			Rs...../-
7			Rs...../-
8			Rs...../-
9			Rs...../-
10			Rs...../-
	Total	100%	Rs...../ -

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

1.....

OWNER/FIRST PARTY

2.....

PURCHASER/S.