

AGREEMENT TO SELL

THIS AGREEMENT is made and executed at Bangalore on this Day of **day Two**
Thousand Seventeen [/ /2017]

BY: M/S.STERLING URBAN INFRAPROJECTS PRIVATE LIMITED, A Company incorporated under the Provisions of the Companies Act, 1956 Having its Administrative Office at No.8, Cubbon Road, Prestige Nebula, Level 5, Opp. Income Tax Office Building, BANGALORE – 560 001.

Represented by its **DIRECTOR/S SRI.RAMANI SASTRI/ SRI.SHANKAR SASTRI.**
INCOME TAX PAN NO.AAKCS9185M , Hereinafter referred to as the **VENDOR**

AND:Mr, Aged About - Years INCOME TAX PAN NO., currently residing at, Bangalore .

Hereinafter referred to as the **PURCHASER/S.**

[The terms **VENDOR**, and the **PURCHASER/S** shall mean and include his/her/their/its respective legal heirs, representatives, executors, successors-in-office, successors-in-interest, successors-in-title, administrators, and assigns].

I. WITNESSETH AS FOLLOWS:-

a) WHEREAS, all that piece and parcel of the converted lands bearing Survey Nos.46/1, Survey No.46/2A, [earlier Survey No.46/2] and the converted lands in Survey No.47 both of Devarabeesanahalli Village, and the lands in Survey Nos.11 [Part], 18/2, 18/3, 19/1, 19/2, 19/3, 19/4, 19/5 and 19/7 all situated at Bellandur Village, both of Varthur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk, were interalia purchased by M/s.Sterling Urban Infraprojects Private Limited, the Owner/Developer herein, under a Sale Deed dated 12/05/2010, which document is duly registered as Document No.VRT-I-03693/2010-11 and stored in C.D.VRTD-VRTD81 in the Office of the Sub-Registrar, Varthur, Bangalore, from its predecessors-in-title, for a valuable consideration, as per the recitals more fully mentioned therein, and another Sale Deed dated 20/06/2011, which document is duly registered as Document No.VRT-1-02061/2011-12 and stored in C.D.VRTD-116 in the Office of the Sub-Registrar, Varthur, Bangalore, from its predecessors-in-title, as

per the recitals more fully mentioned therein, and another Sale Deed dated 28/04/2008, which document is duly registered as Document No.VRT-1-00374/2008-09, and stored in C.D.VRTD-26 in the Office of the Sub-Registrar, Varthur, Bangalore, from its predecessors-in-title, as per the recitals more fully mentioned therein for a valuable consideration. And Sale Deed dated 02.08.2011, which document is duly registered as Document No.VRT-I-03673/2011-12 and stored in C.D.VRTD-124 in the Office of the Sub-Registrar, Varthur, Bangalore, from its predecessors-in-title, for a valuable consideration, as per the recitals more fully mentioned therein Totally measuring 8 Acres and 34 Guntas Out of the extents purchased under the aforesaid Sale Deeds, M/s.Sterling Urban Infraprojects Private Limited, the Owner/Developer, has propounded a scheme for development in an extent of 5 Acres and 26.5 Guntas(excluding karab 5.5 Guntas) forming a compact in lands bearing Survey Nos.46/1(20 Guntas), portion of Survey No.46/2 (31Guntas), portion of Survey No.47(4 Guntas) of Devarabeesanahalli Village, and the lands portion of Survey Nos.11 (23Guntas)[Part], 18/2 (38Guntas), 18/3(7.5Guntas), 19/1(7Guntas), 19/2(6Guntas), 19/3(37Guntas), 19/4(19Guntas), 19/5 (20 Guntas)and 19/7(14Guntas) in all measuring 5 Acres and 26.5 Guntas excluding kharab land, all situated at Bellandur Village, both of Varthur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk,. The said extent of the lands are morefully described in the Schedule 'A' hereinbelow and shall hereinafter be referred to as the Schedule 'A' Property.

b) Thereafter, the vendor has obtained change in land use in respect of the Schedule 'A' Property from the Bangalore Development Authority as evidenced by its Endorsement bearing No BDA/NAOIS/CLU/40/2057/2011-12 dated 19.07.2011, issued by the commissioner, Bangalore development authority for Residential Purposes.

c) WHEREAS the Purchaser/s has/have inspected all the title deeds and documents pertaining to the Schedule 'A' Property and also the sanctioned plan, the building specifications, the structural designs and drawings and all the approvals and permissions Except BBMP Building Plan, which is under process for the

development of the Schedule 'A' Property and construction of the Residential Apartment Complex known as STERLING ASCENTIA and the Purchaser/s is/are fully satisfied with the same.

d) WHEREAS the Purchaser/s has/have understood the scheme of development of the Schedule "A" Property and construction of a multi-storeyed Residential Apartment building/complex thereon formulated by the Developer and has agreed to purchase the specified undivided share, right, title and interest in the Schedule "A" Property with the intention of getting a residential apartment built on the Schedule "A" Property by the Developer.

e) WHEREAS the Purchaser/s has/have understood and agreed that the scheme of development of the Schedule A Property and construction of a residential apartment building/ complex and the construction and enjoyment of an apartment therein by the Purchaser/s along with the other Purchasers of undivided shares in the Schedule "A" Property envisages and requires the Purchaser/s to comply with all the terms and conditions of the agreement and this agreement to sell and the agreement to build entered into this day between the Purchaser/s and the Developer.

f) WHEREAS the Vendor has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase the requisite undivided share, right, title and interest in the Schedule "A" Property which is more fully described in the Schedule "B" hereunder and hereinafter referred to as the Schedule "B" Property, subject to the terms and conditions herein below:

II. NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:-

1) The Vendor agrees to sell, and the Purchaser/s agree/s to purchase the undivided share, right, title and interest in the Schedule A Property, being the Schedule "B" Property for a total sale consideration of Rs. /-(Rupees Only).

2) (a) The Purchaser/s has/have this day paid a sum of Rs. /- (Rupees: Only) being the advance sale consideration / the entire sale consideration to the Vendor; the receipt of which sum the Vendor hereby admits and acknowledges.

(b) The Purchaser/s hereby agree/s and undertake/s to pay the balance sale consideration of Rs. /-(Rupees: Only)

3) The Purchaser/s shall not be entitled to question the sale consideration that may be settled between the Vendor and the Purchaser/s of the remaining undivided share, right, title and interest in the Schedule A Property.

4) The Vendor hereby assures the Purchaser/s that it has a good, subsisting and marketable title over the Schedule "A" Property, and that there are no legal impediments for the sale of the Schedule "B" Property in favour of the Purchaser/s herein.

5) The Purchaser/s affirm/s that he/she/they has/have taken inspection of all the title deeds, documents, approvals, permissions and sanctions given by various authority/ies in respect of the Schedule "A" Property and the proposed building/complex to be put up thereon and, after being satisfied about the title of the Vendor to the Schedule "A" Property and the right of Vendor to develop the same and construct a residential Apartment Building thereon, and after having understood the scheme of development of the Schedule "A" Property, the Purchaser/s has/have entered into this Agreement to Sell with the intention of getting an Apartment built on the Schedule "A" Property, through the Developer.

6) The Purchaser/s has/have this day entered into a separate Agreement to Build an Apartment, described in the "C" Schedule hereunder and hereinafter referred to as the Schedule "C" Apartment, with the Developer on the terms and conditions contained therein (hereinafter referred to as the Agreement to Build) and the said

Agreement to Build shall be read as part and parcel of this Agreement to Sell. Both the Agreement to Sell and the Agreement to Build are to be read together for all purposes and are co-terminus.

7) The Vendor shall execute and register a Deed of Sale in favour of the Purchaser/s in respect of the Schedule "B" Property and the Vendor hereby undertakes to execute such Sale Deed and to do, execute and perform all other acts, deeds and things that may be necessary for effectively conveying the title to the Schedule "B" Property to the Purchaser/s at the cost of the Purchaser/s after the Purchaser/s has/have complied with all the terms and conditions of this Agreement to Sell and the Agreement to Build and after the Purchaser/s make/s all the payments mentioned in the said Two Agreements.

8) If the Purchaser/s fail/s to make payments as aforesaid and/or commit/s a breach of the terms and conditions of this Agreement to Sell, the Vendor may terminate this Agreement to Sell. Likewise, if the Purchaser/s commit/s a breach of the terms and conditions of the said Agreement to Build, and upon termination of the said Agreement to Build by the Developer, this Agreement to Sell shall also stand automatically terminated. In the event of the termination of this Agreement to Sell, the Vendor shall repay the amounts received by it under this Agreement to Sell to the Purchaser/s without any interest and after deducting a sum equal to 15% (Fifteen) of the total sale consideration, as liquidated damages within a period of Two (2) Months and after satisfying the claims, if any, of the Vendor against the Purchaser/s herein, In such an event, the Vendor shall be entitled to sell the Schedule "B" Property to anyone else at its discretion, The Purchaser/s hereby expressly give/s his/her/their irrevocable consent to the payment of his/her/their dues to the Vendor, as aforesaid.

9) In the event of the termination of this Agreement to Sell as aforesaid, the said Agreement to Build between the Developer and the Purchaser/s herein shall stand automatically terminated and the Developer shall be entitled to sell the Schedule

"C" Apartment and the Vendor shall be entitled to sell the Schedule "B" Property and all appurtenances thereto to any other person/s of the Vendor's choice.

10) Any delay or indulgence shown by the Vendor in enforcing the terms of this Agreement, or any acts of forbearance shown to, or extension of time given to the Purchaser/s shall not be construed as a waiver on the part of the Vendor of the breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s (unless the same is confirmed in writing by the VENDOR) nor shall the same in any manner prejudice the rights of the Vendor.

11) The Purchaser/s agree/s and covenant/s that the Purchaser/s will promptly and faithfully comply with the terms and conditions of the Agreement to Build entered into by the Purchaser/s with the Developer and further the Purchaser/s agree/s that he/she/they shall be entitled to have the Sale Deed in respect of the Schedule "B" Property executed and registered in his/her/their favour only after payment of all the amounts and compliance of the terms and conditions of this Agreement to Sell and the Agreement to Build.

12) The Vendor hereby assures the Purchaser/s that, after the absolute Sale Deed in respect of the Schedule "B" Property is executed and registered in his/her/their favour, and after the possession of the Schedule "C" Apartment to be got constructed by the Purchaser/s through the Developer, is handed over to the Purchaser/s the Purchaser/s shall peacefully and quietly enter, possess and enjoy the Schedule "A" Property in common with the other Purchaser/s of undivided shares therein, without any let, hindrance or interruption or disturbance by the Vendor or any person/s claiming through or under it or in trust for it.

13) The Purchaser/s shall be liable to pay the necessary property taxes, cesses and all other outgoings in respect of his/her/their undivided share in the Schedule "A" Property from the date of intimation given by the Developer that the Developer is ready to hand over possession of the Schedule "C" Apartment to the Purchaser/s.

14) It is expressly understood and agreed to by the Purchaser/s that the Purchaser/s shall be entitled only to the Schedule "B" Property, namely, the undivided share in the Schedule "A" Property, as co-owner along with the other Purchaser/s of the undivided shares in the Schedule "A" Property and that the Purchaser/s shall not have any objection whatsoever to use the Schedule "A" Property by the Purchaser/s of other undivided shares in the Schedule "A" Property or any one claiming through such Purchaser/s.

15) The Purchaser/s hereby agree/s and affirm/s that the Purchaser/s shall own and enjoy undivided share and interest hereby agreed to be sold and conveyed in common with the other Purchaser/s of the undivided share, right, title and interest in the Schedule "A" Property. The Purchaser/s shall not ask for partition of the Schedule "A" Property by metes and bounds or seek separate possession of the share of the Purchaser/s. It is further agreed and clearly understood that the Purchaser/s does not own any portion of the Schedule "A" Property or the Schedule "B" Property in specie, but only the undivided share, right, title and interest described in the Schedule "B" hereunder.

16) The Purchaser/s with the consent in writing of the Vendor and the Developer, shall be entitled to transfer or assign or convey his/her/their rights under this Agreement to any other person or persons after 18 months from the date of execution of this agreement upon payment of all the amounts due and payable under this Agreement to the Vendor and also the amounts that may become due and payable to the Developer, under the Agreement to Build till such time and upon payment of the transfer fee of 5% (Five) of the sale consideration under this Agreement to the Vendor.

17) It is understood and agreed to by the Purchaser/s that the Vendor herein and the Developer are entitled to develop the entire Schedule "A" Property and put up a Residential Apartment Complex known as STERLING ASCENTIA on the Schedule "A" Property as per the Sanctioned Building Plan and any modifications, additions and/or alterations to the said plan and/or as per revised plan and/or put up any other building on the Schedule "A" Property. The Purchaser/s agree/s that the

Vendor herein and the Developer shall have the absolute right to commence, continue and complete the construction of other blocks of Apartments on the Schedule "A" Property and/or put up any other building on the Schedule "A" Property as per the sanctioned plan and any modifications, additions and/or alterations to the said plan and/or any Revised Sanctioned Plan or put up any other building on the Schedule "A" Property without obtaining the consent of the Purchaser/s herein or that of the Purchaser/s of the other Apartment/s before or even after the conveyance of undivided shares in the Schedule "A" Property to the Purchaser/s and the other Purchaser/s of undivided shares in the Schedule "A" Property and handing over the possession of the Apartments to the Purchaser/s including the Purchaser/s herein. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall not have any objection of whatsoever nature to any such construction activities on the Schedule "A" Property. The Purchaser/s hereby also agree/s and undertake/s that he/she/they shall not cause any obstruction or hindrance to any such construction activities on the Schedule "A" Property.

18) It is understood and agreed to by the Purchaser/s that the undivided share in the Schedule "A" Property shall not be severed and/or segregated from the Schedule "C" Apartment, since the undivided share in the Schedule "A" Property and the Schedule "C" Apartment constructed in the Schedule "A" Property are not separable and shall at all times be held together by the same person as a single, inseparable property.

19) The Vendor shall also be entitled to retain the portion of the undivided share in the Schedule "A" Property remaining unsold and to deal with it in any other manner, at its absolute discretion.

20) The Purchaser/s agree/s to pay the Stamp Duty and the Registration Charges as may be applicable at the time of execution and registration in respect of all Agreements including this Agreement to Sell and the Agreement to Build, Sale Deeds and/or any other Document/s which require payment of the Stamp Duty

and the Registration Charges in respect of The Schedule "B" Property and the Schedule "C" Apartment as also the rules, bye laws and regulations and other documents relating to the Apartment Owners Association. The Purchaser/s shall also pay all such additional stamp duty and registration charges etc., if any, in respect of all such deeds and documents as also this Agreement, in the event of the same becoming necessary under any law, ordinance, circular, rule and regulation and changes and/or interpretation of the relevant laws.

21) All disputes and differences arising between the parties relating to this Agreement shall be settled by reference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereof. The venue of the arbitration shall be at Bangalore.

22) The courts at Bangalore shall have exclusive jurisdiction.

SCHEDULE "A" PROPERTY

All that piece and parcel of the in converted lands bearing Survey Nos.46/1(20 Guntas), portion of Survey No.46/2 (31Guntas), portion of Survey No.47(4 Guntas) of Devarabeesanahalli Village, and the lands portion of Survey Nos.11 (23Guntas)[Part], 18/2 (38Guntas), 18/3(7.5Guntas), 19/1(7Guntas), 19/2(6Guntas), 19/3(37Guntas), 19/4(19Guntas), 19/5 (20 Guntas)and 19/7(14Guntas) in all measuring 5 Acres and 26.5 Guntas excluding kharab land, all situated at Bellandur Village, both of Varthur Hobli, earlier Bangalore South Taluk, now Bangalore East Taluk,. and bounded as follows; -

EAST: Balance Portion of Survey No.46/2;

WEST: Survey No.18/1 and 18/4;

NORTH: Bellandur Village Boundary;

SOUTH: Outer Ring Road;

SCHEDULE "B" PROPERTY

____ Sq.ft. of undivided share, right, title and interest in the SCHEDULE "A" PROPERTY mentioned above.

SCHEDULE "C" APARTMENT

Residential Apartment bearing No. , Floor Tower 5 (T-) in the Residential Apartment Building Complex known as "STERLING ASCENTIA " to be constructed on the SCHEDULE A PROPERTY, having a Super Built Area of ____square feet/ Carpet area of ____square feet with 1 Covered Car Parking Slot.

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

VENDOR

**M/S.STERLING URBAN INFRAPROJECTS PRIVATE LIMITED
REPRESENTED BY ITS DIRECTOR/S SRI.RAMANI SASTRI/SRI.SHANKAR
SASTRI**

WITNESSES:

1.

2.

PURCHASER/S