

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and entered into on this the day of September 2017 (.... /09/2017) at Bengaluru;

BY AND BETWEEN:

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.

A Company incorporated under the provisions
Of the Companies Act, having its registered
Office at No.1125/12, 1st Floor, Service Road,
Hampinagar, Vijayanagar 2nd Stage,
Bengaluru – 560 104.
(PAN No.AADCK2086J)

REPRESENTED BY ITS DIRECTOR,
Mr. K.N. Boregowda.

(Hereinafter called as the **VENDOR**, which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-office, assigns, etc. of the FIRST PART.

IN FAVOUR OF:

.....
.....
.....
.....
.....
.....

(Hereinafter called the **PURCHASER**, which term shall wherever the context so applies shall include his respective legal heirs respectively, Assigns, Successors, Executors, Administrators, Heirs and Legal Representatives of the **SECOND PART**)

The '**VENDOR**' and '**PURCHASER**' in the singular shall be referred to as Party and Collectively as Parties:

PREAMBLE:

1. WHEREAS, Vendor is the absolute owner and in peaceful possession and enjoyment of the Converted Land bearing Sy.No.61/3 (Old Sy.No.61), measuring 01 Acre 35 Guntas, situated at Kenchanapura Village, Kengeri Hobli, Bengaluru South Taluk, Bengaluru, which is more fully described in the Schedule hereunder & hereinafter referred to as the "**SCHEDULE "A" PROPERTY**". Whereas the Schedule "A" Property is acquired by the Vendor herein through the Registered Sale Deed dated:02.06.2012, bearing document No.KEN-1-01869/2012-13, stored at CD No.KEND476 of Book-I, registered in the office of the Sub-Registrar, Jayanagar (Kengeri), Bengaluru, from its erstwhile owner Smt. Muddahanumakka & others, residents of Kenchanapura Village, Kengeri Hobli, Bengaluru South Taluk, Bengaluru.
2. The Schedule "A" Property is Converted for non-agricultural residential purpose vide Conversion Order dated:24.09.2014, bearing No.A.L.N:(S)S.R(K):16/12-13, issued by the Deputy Commissioner, Bengaluru District, Bengaluru.
3. WHEREAS, the VENDOR is developing and forming a residential Layout as per BDA approved plan in the name and style of "**KNS OJAS**".

thereby compulsorily relinquishing the roads, parks, open spaces in the said layout, (Hereinafter referred to as Public Amenities) as mentioned in the Deed as per the law in favour of the Bengaluru Development Authority.

5. Pursuant to the Official Memorandums issued by the Special Deputy Commissioner, Bengaluru District, Bengaluru, the Vendor herein have Developed the Schedule "A" Property along with other lands for the formation of a residential layout and have obtained the Layout Plan approved by the Bengaluru Development Authority vide No.BDA/TPM/PRL-40/2016-17/941/2017-18, dated:08.08.2017.
6. Presently the Vendor is the absolute Owner and in peaceful possession of all that continuous piece and parcel of residentially converted site bearing **No.....**, measuring East to West:..... feet and North to South:..... feet, totally measuring **Square feet**, which property is more fully described in the Schedule hereunder and hereinafter referred to as the **"SCHEDULE "B" PROPERTY"**.
7. Presently the Vendor is the absolute owner and in possession and quiet enjoyment of the Schedule "B" Property and there are no Encumbrances affecting the Schedule "B" Property and the Vendor has paid up to date tax.
8. Whereas the Vendor is selling the Schedule "B" Property for discharging its legal necessities. The Vendor has absolute title, and interest to sell its self acquired Schedule "B" Property as absolute Owner to the Purchaser.

RECITAL

1. WHEREAS, the Purchaser herein being fully satisfied with the title of the Vendor, has approached the Vendor herein and requested it to sell to the Purchaser one such Site formed in the Schedule "A" Property bearing **No.....**, measuring East to West:..... feet and North to South:..... feet, totally measuring **Square feet**, in the layout known as **" KNS OJAS"**, (Layout) which Site is more fully described as the as **Schedule "B" Property**, on certain terms and conditions, rights and obligations mentioned herein below;
 - a. The Vendor as the lawful owner and in peaceful possession for its Legal necessities has proposed to Convey, the Schedule "B" Property in favor of the Purchaser.
 - b. The Vendor has now offered to absolutely sell to the Purchaser the Schedule "B" Property, and the Purchaser has agreed to purchase the Schedule "B" Property for a consideration of **Rs...../- (Rupees Only)** on the terms and conditions contained in this Agreement;

WHEREAS, the Parties hereto decided to have the aforesaid terms and conditions reduced to writing under this agreement as follows:

NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

I. AGREEMENT TO SELL AND CONSIDERATION:

1. The Purchaser has this day paid a sum of Rs...../- (Rupees Ten Only) in the following manner:
 - a. Rs...../- (Rupees Only) by way of cheque bearing No....., dated:....., drawn on

as earnest money/advance towards the sale price of the Schedule "B" Property to the vendor and the vendor is hereby acknowledge the receipt of the same before the witnesses mentioned hereunder. The purchaser has agreed to pay the balance sale consideration amount of of Rs...../- (Rupees Only) at the time of execution and Registration of Absolute Sale Deed in favour of the purchaser/ or his nominees.

2. The Parties agree that the Purchaser and the Vendor shall have further right to nominate any other person/s of their choice to purchase the Schedule "B" Property and to receive the final balance consideration amount arrived at, and that the Parties shall be bound to execute the sale deed in favor of such nominee/s.

II. TIME OF PERFORMANCE:

1. The time limit for completion of Sale transaction shall be 30 DAYS from the date of this agreement and the time shall be observed by both the parties as essence of contract.
2. The Purchaser hereby unconditionally agrees that in the event he delays to pay the balance of the consideration within 30 DAYS on signing of this agreement the Vendor shall consider such delay to be a intentional waiver on the part of the Purchaser and the Vendor shall be entitled terminate the agreement.

III. WARRANTIES OF THE VENDOR:

1. The Vendor covenants that the title of the Vendor is absolute and free from any charge/encumbrance.
2. The Vendor assures and confirms that the Schedule A & B Property is the self-acquired Property of the Vendor and there is no minor claims in respect of the Schedule Properties.
3. The Vendor represents that it has not entered into agreement to sell concerning the Schedule "B" Property.
4. The Vendor covenants and warrants that the Vendor has right, title and interest to convey the Schedule "B" Property to the Purchaser.
5. The Vendor covenants that the Schedule "B" Property is free from any acquisition or requisition proceedings from any authority and that no notifications or notices have been issued whether preliminary or otherwise from any Government, local body or other authority for the acquisition or requisition of the Schedule "B" Property or any part thereof.
6. The Vendor covenants that the Schedule "B" Property is physically vacant and that there is no person in occupation of the Schedule "B" Property or any portion thereof and that no other person has any right or interest relating to possession of the Schedule "B" Property.
7. The Vendor covenants that all taxes, levies, cesses and other statutory duties, obligations etc. in relation to the Schedule "B" Property have been fully paid and discharged up to this day.
8. That the Vendor agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser, for more fully

9. On Sale the Vendor will deliver a set of photo copies of the documents of title with regards to the Parent Deeds of the Schedule "A" Property, after the Registration of the Schedule "B" Property is completed.
10. The Vendor agrees to keep the Purchaser fully indemnified and harmless against any loss or liability cost or claim, action or proceedings that may arise against the Purchaser on account of any defect in or want of title of Vendor or on account of any third party claims only to the value of the Schedule "B" Property.

IV. WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE PURCHASER:

1. The Purchaser covenant to abide by all the terms of this Agreement and unconditionally agrees that time is the essence of the Contract.
2. The Purchaser shall make best efforts pay the balance of the consideration within 30 DAYS of signing of this Agreement and to execute the Sale Deed.
3. The Purchaser represents unconditionally to be allowed possession of the Schedule "B" Property only on conveyance of the Schedule "B" Property after all the payments due under this Agreement are fully paid and till such time the Vendor shall have the sole discretion to use the same.
4. That the Purchaser will bear the cost of stamp duty and registration charges and legal expenses and all incidental charges for conveying the Schedule "B" Property in favour of him.
5. The Purchaser has inspected the documents of title and has accepted the development activities relating to the Schedule "B" Property belonging to the Vendor, with regard to the Layout, and after being satisfied about the title of the Vendor and the completion of the development of the Layout in respect of Schedule "B" Property the Purchaser has entered into this Agreement.
6. That the Purchaser or any one claiming through him understands and accepts that he will use the roads and all the common amenities and facilities, open areas, play areas forming part of the said Layout provided as Public amenities, without any obstruction or hindrance to similar rights possessed by other owners of the site/s in the Layout.
7. The Purchaser unconditionally agrees not to cause trespass or encroach or establish interest or claim whatsoever the use the public amenities or the neighboring premises.
8. The Purchaser unconditionally agrees that the common areas and common amenities should be used only as common amenities to be enjoyed together with the other Purchasers and the Purchaser shall not lay any adverse claims on other owner's sites or other separate amenities provided for specifically to other Purchaser.
9. The Purchaser shall observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Bengaluru Development Authority, City Corporation, Village Panchayat or any other statutory authorities, in regard to Ownership use or enjoyment of Schedule "B" Property.
10. The Purchaser shall observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, Bengaluru Development Authority, City Corporation, Village Panchayat or any other statutory authorities, in regard to Ownership use or enjoyment of Schedule "B" Property.

11. The Purchaser shall also observe and abide by all the Bye-laws, framed by the Vendor and the Owners Association, in regard to Ownership use or enjoyment of Schedule "B" Property.
12. In the event the Purchaser causes damages to the common amenities provided in the layout such damages shall be assessed by the Vendor and the Purchaser shall pay the requisite assessed damages to the Vendor as the case may be.

V. OBLIGATIONS OF THE PURCHASER:

- 1 The Purchaser shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles.
- 2 The Purchaser shall not sub divide the Schedule "B" Property and/or sell/transfer any portions in parts thereof.
- 3 The Purchaser shall not encroach upon any roads, parks and open spaces in the Layout and shall keep the same free from any obstructions. The Purchaser shall not trespass into other plots or areas not earmarked for common use.
- 4 The Purchaser shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces neighboring plots, roads and open space left open in the Schedule "B" Property. The Purchaser shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Agency maintaining the common areas and facilities in the said layout.
- 5 The Purchaser shall not use the Schedule "B" Property for any commercial /industrial purposes nor shall the Purchaser be entitled to put up any display boards or hoardings or neon signs or paintings within the Schedule "B" Property.
- 6 The Purchaser shall sign all the necessary applications, papers, documents and do all such acts, deeds and things as the Vendor/ Confirming Party may require of them to perfect the title of the Purchaser to the Schedule "B" Property.
- 7 The Purchaser agrees not to construct any high residential buildings and shall abide by the construction rules and guidelines of the Owners Association in respect to the layout.
- 8 The Purchaser shall not keep any cattle/live stock in the Schedule "B" Property and Purchaser shall keep all the pets confined within the Schedule "B" Property and shall ensure that the pets do not create any nuisance/disturbance to the other owners.
- 9 Not to cause any nuisance or health hazard to the other Property holders of "**KNS OJAS**".
- 10 The Purchaser shall not subscribe to the change of name of the development from "**KNS OJAS**" to any other name.

VI. DISPUTE RESOLUTION:

VII. MISCELLANEOUS:

1. Nothing stated in this Agreement will affect the right of the parties to this Agreement to demand and enforce the specific performance of this Agreement.
2. This Agreement contains the entire understanding between the parties covering the subject matter of this Agreement and shall override any prior understandings, agreements or otherwise, whether oral or in writing.
3. All notices and correspondence between the parties shall be sent by registered post acknowledgement due and addressed to the parties at the address mentioned above. Purchaser shall inform the change of address to the Vendor with out delay.
4. In the event of any provision of this Agreement being declared by any legislature, judicial or other competent authority to be void, void able, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this agreement and the remaining provisions of this Agreement shall remain in full force.
5. The Parties acknowledge that this Agreement contains the whole Agreement between the parties and nothing is relied upon any oral or written representations made.
6. All modifications to this Agreement shall be made by Addendums and it shall be in writing and be signed by all Parties.

SCHEDULE 'A' PROPERTY

All that piece & parcel of the Converted land bearing Sy.No.61/3 (Old Sy.No.61), measuring 01 Acre 35 Guntas, situated at Kenchanapura Village, Kengeri Hobli, Bengaluru South Taluk, Bengaluru (This property has been converted for non agricultural residential purpose, vide Conversion Order dated:24.09.2014, bearing No.A.L.N:(S)S.R(K):16/12-13, issued by the Deputy Commissioner, Bengaluru District, Bengaluru) and bounded on the:

EAST BY	Remaining portion of the same Sy.No.61,
WEST BY	Remaining portion of the same Sy.No.61,
NORTH BY	Land in Sy.Nos.53 & 54,
SOUTH BY	Road & Land in Sy.No.78.

SCHEDULE "B" PROPERTY

(PROPERTY CONVEYED UNDER THIS DEED)

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... feet and North to South:..... feet, totally measuring **Square feet**, in the Layout known as "**KNS OJAS**" formed as per the Layout Plan sanctioned by the Bengaluru Development Authority vide No.BDA/TPM/PRL-40/2016-17/941/2017-18, dated:08.08.2017, formed in Sy.No.61/3 (Schedule "A" Property), situated at Kenchanapura Village, Kengeri Hobli, Bengaluru South Taluk, Bengaluru and bounded on:

EAST BY	
WEST BY	

IN WITNESS WHEREOF the Parties have here to set their respective hands the day, month and the year first above written.

WITNESSES:

1)

M/s. K.N.S. INFRASTRUCTURE PVT. LTD.
Represented by its Director
Mr. K.N. Boregowda
VENDOR

2)

(.....)
PURCHASER