

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on the day of 2017,(...-...-2017), at Bangalore Between:-

M/s. APRAMEYA PROPERTIES PRIVATE LIMITED,

A Company incorporated under Companies Act 1956, having its Office at No.20, "Sri Krishna Nilaya", Chikkalasandra, Subramanyapura Post, **BANGALORE - 560 061**, Represented by **its Director Sri. P. KAVERAPPA**, aged about 64 years.

Hereinafter called the "**VENDOR**" (which term wherever the context so admits shall mean and include its officers-in-success, executors, administrators, legal representatives and assignees) **OF THE ONE PART.**

AND;

Sri....., aged about years,

S/o Sri,

Residing at No.....,,

.....,

BANGALORE –

Hereinafter called the "**PURCHASER/S**" (which term wherever the context so admits shall mean and include his/her/their heirs, executors, administrators, legal representatives and assignees) **OF THE OTHER PART;**

WITNESSESTH AS FOLLOWS :-

Whereas the Vendor herein is the sole and absolute owner of the converted land measuring to an extent of **5 Acres and 2 Guntas Land in Sy. No.45** which is converted for non-agricultural residential purpose by the Deputy Commissioner, Bangalore District, vide Official Memorandum No.ALN(NY)SR/28/2010-11, dt:06-10-2010, situated at Manganahalli Village, Yeshwanthpura Hobli, Bangalore North Taluk, having purchased the same through sale deed from Sri. Milan K Karania, through a registered Sale Deed vide Document No.5342/2014-15 in Book I, CD No.LAGD240, dt:23-01-2015 in the Office of the Sub-Registrar, Laggere,(Rajajinagara), Bangalore Thus the Vendor became sole and

absolute owner of converted land measuring to an extent of **5 Acres and 2 Guntas Land in Sy. No.45** situated at Manganahalli Village, Yeshwanthpura Hobli, Bangalore North Taluk, which is morefully and specifically described in the Schedule hereunder and hereinafter shall be referred to as the Schedule 'A' Property.

Whereas, the Vendor herein in order to form a layout in the Schedule 'A' Property into sites with various dimensions, approached and submitted the layout plan to the Bangalore Mysore Infrastructure Corridor Area Planning Authority (BMICAPA) for approval and the said Authority by its Letter No.BMICAPA/06/VINYASA/2014-15, dt:27-01-2015 has approved the layout Plan submitted upon the terms and conditions stipulated therein. And has issued the Demarcation Plan vide no.BMICAPA/06/VINYASA/2014-15, on 03/04-02-2015 and the Vendor has obtained Work and Release Order from the Bangalore Mysore Infrastructure Corridor Area Planning Authority (BMICAPA) for the Schedule 'B' Property vide resolution No.BMICAPA/06/VINYASA/2014-15, on 18-06-2015. And Further Bangalore Mysore Infrastructure Corridor Area Planning Authority (BMICAPA) has released 30% of the sites i.e., 22 sites formed in Schedule 'A' Property vide its Sites Release Endorsement No.BMICAPA/06/VINYASA/2014-15 on 17-03-2016.

And thus the Vendor has become full and absolute owner of all the 74 sites formed in the above said layout and have got full right, title, interest over the above said sites and since from the date of acquisition the Vendor is in peaceful possession and enjoyment of the Schedule 'A' Property as an absolute owner with full powers of disposal.

AND WHEREAS the Vendor is in need of funds for the maintenance of office and to discharge their liability, loan, sums and expenses involved in formation of layout and for such other Business necessities has decided to sell **Site No... in the said layout known as "APRAMEYA PRASIDDHI" measuring East to West: feet and North to South: feet, totally measuring Sq. ft.,** which is morefully and specifically described in the Schedule hereunder and hereinafter shall be referred to as the

"Schedule 'B' Property" together with its appurtenances, easements, liberties, privileges, water, water sources whatsoever, for a total sale consideration of **Rs...../- (Rupeesonly)** free from all encumbrances, litigations, attachments whatsoever. And the Purchaser/s herein has agreed to purchase the Schedule 'B' Property for the said sale price. And upon the terms and conditions mutually agreed upon between the parties hereto and the parties have desired that these terms be reduced to writing in the manner hereafter appearing.

Now this agreement to sell witnesseth and it is hereby agreed as under :-

1. The sale price in respect of the Schedule Property is fixed at **Rs...../- (Rupeesonly)** subject to measurement and
2. That in pursuance of the foregoing and in consideration thereof, today the PURCHASER has paid an advance amount **a sum of Rs...../- (Rupeesonly)** to the Vendor in following manner:-
 - a) **Rs...../- (Rupeesonly)** by the way of Cheque bearing No.dt: .../.../2017, Drawn on Bank, Branch, Bangalore.
 - b) **Rs...../- (Rupeesonly)** by the way of Cheque bearing No. dt: .../.../2017, Drawn on Bank, Branch, Bangalore.
3. Whereas, the Vendor do hereby admit and acknowledge the receipt of above advance amount in the aforementioned manner in presence of the under-signed witnesses and the purchaser has agreed to pay the remaining balance sale

consideration amount **a sum of Rs...../-(Rupeesonly)**
on the day of registration of the absolute sale deed of the 'Schedule Property' in favour
of the purchaser or in favour of his legal heir/s or nominee/s.

4. The sale transaction of the 'Schedule Property' herein shall be completed **within 60 (Sixty) days** from the date of this Agreement by paying balance sale consideration amount **Rs...../-(Rupeesonly) to the vendor** and time is essence of this contract and both the parties shall make it as an essential term of this Agreement.
5. The Vendor assures that the Schedule 'B' Property is free from all encumbrances, litigations, mortgages, wills, clogs, lien, suretyship claims, minor maintenance and sthridhan claims, bank debts, decrees, court attachments, requisition or acquisition proceedings whatsoever and the Vendors hereby undertake to sufficiently indemnify and compensate the Purchaser/s against all such of the losses, damages that may be constrained to be suffered in future in respect of the Schedule Property and shall settle the same at its own cost and expenses.
6. The Vendor assures the Purchaser/s that it has not executed any agreement/s, GPA, Will, MOU, Gift, Mortgage with any person/s or financial institutions, societies, banks etc., in respect of the Schedule 'B' Property earlier.
7. The VENDOR will indemnify and keep the Purchaser/s indemnified against any loss, expenses or costs incurred by the Purchaser/s due to any defect in the title to the Schedule Property.

8. If any of the party fails to perform their part of contract as mentioned in the Agreement, then the aggrieved party can sue against the other and get relief through proper court of law, including and under specific performance act.
9. The Purchaser/s shall bear the Stamp Duty, Registration Charges and other incidental expenses towards registration of the sale Deed. Time is the essence of this contract.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the Converted Land measuring to an extent of **5 Acres and 2 Guntas Land in Sy. No.45**, which is converted for non-agricultural residential purpose as per the Order of the Special Deputy Commissioner, Bangalore District, vide his Official Memorandum No.ALN(NY)SR/28/2010-11, dt:06-10-2010, and the layout plan approved by Bangalore Mysore Infrastructure Corridor Area Planning Authority (BMICAPA) for approval and the said Authority by its Resolution No.BMICAPA/06/PLAN/2014-15, dt:27-01-2015 situated at Manganahalli Village, YeshwanthpuraHobli, Bangalore North Taluk, and is bounded on the:-

East By	:	BMICP Road;
West By	:	Land in Re-Sy.No:28 belonging to Sri.Mariyappa;
North By	:	Land in Re-Sy.No:34;
South By	:	Remaining land in Sy.No:45 and Re-Sy.No:47

SCHEDULE 'B' PROPERTY

(Property hereby conveyed to the Purchaser/s)

All that piece and parcel of the residential vacant **Site bearing No....., Katha No.../.../..., Issued by Kodigehalli Grama Panchayath with PID No.....**, in the layout formed in Schedule 'A' Property known as **"APRAMEYA PRASIDDHI" measuring East to West: feet and North to South: feet, totally measuring Sq. ft.,** together with all rights, appurtenances whatsoever whether underneath or above the surface and bounded on the:-

East by :,

West by :,

North by :,

South by :

In witness whereof the Vendor and the Purchaser/s have affixed their respective signatures to this deed on the day month and year first above written.

WITNESSES:-

1.

VENDOR

2.

PURCHASER/S