

AGREEMENT TO SELL

THIS AGREEMENT TO SELL made and entered into at Bangalore on the
..... day of Two Thousand and (.....)

BY AND BETWEEN

- 1. SRI.P.S.VISHWANATHAPPA,**
Aged about 90 years,
S/o Late Sri.P.V.Sadashivappa,

2. **SRI.P.V.SUMANTH,**
Aged about 53 years,
S/o Sri.P.S.Vishwanathappa,

3. **SRI.P.V.HEMANTH,**
Aged about 40 years,
S/o Sri.P.S.Vishwanathappa,

All residing at no.33, 'Vijaya'
V Main, P.C. Road, Chamarajpet,
Bangalore – 560 018.

**REP BY THEIR GPA HOLDER
M/s DHAMMANAGI DEVELOPERS PVT. LTD.,**

A company incorporated under the
provisions of the Companies Act, 1956
having its corporate office at no.137,
I Floor, Railway Parallel Road,
Kumara Park West,
Bangalore-560 020.

Rep by its Chief Executive Officer
SRI.K PURUSHOTHAMA ADIGA
Aged about 36 Years
S/o. S M Adiga

Hereinafter called the “**VENDORS**”

(which term wherever the context so permits shall mean and include their heirs,
executors, successors, legal representatives, administrators, attorneys, assigns etc) of the
ONE PART.

IN FAVOUR OF

1. **SRI.**_____
Aged about ____ years,
S/o.Sri._____,
Residing at No._____

Bangalore

2. **SRI.**_____
Aged about ____ years,
S/o.Sri._____,
Residing at No._____

Bangalore

Hereinafter called the “**PURCHASER/S**”

(which term wherever the context so permits shall mean and include his/her/their heirs, executors, successors, legal representatives, administrators, attorneys, assigns etc) of the OTHER PART.

WITNESSETH:

WHEREAS the Vendors represent that they are the co-owners of residential property bearing nos.33, 34, 34/1, 35, 35-1, composite BBMP katha no.33, PID no.49-40-33, New PID no.143-W0026-2, V Main, K.P.Puttanna Chetty Road, Chamarajpet, in BBMP ward no.142, Bangalore, more fully described in Schedule 'A' hereunder and hereinafter referred to as the Schedule 'A' property.

WHEREAS the Schedule 'A' Property earlier formed a portion of property then known as 'Shantinivas' situated at V Main, K.P.Puttanna Chetty Road, Chamarajpet, Bangalore and the same was owned by Rajasabhabhushana Dewan Bahadur Sir. K.P. Puttanna Chetty Kt., CIE, retired first member of Council of his highness the Maharaja of Mysore (as noticed in Will dated 26.08.1935). The said Sri.K.P.Puttanna Chetty died on 23.07.1938, leaving behind Will dated 26.03.1935 and 2 codicils dated 26.08.1937 and 31.05.1938, bequeathing the captioned property among other properties to his four grandsons viz., Sri.P.Chandrashekarappa (1/4th share) and Sri.P.S.Rajasekarappa, Sri.P.S.Kumaraswami, Sri.P.S.Srikantappa and Sri.P.S.Viswanathappa (collective 3/4th share). The said Will was probated on 21.03.1946 by the High Court of Judicature at Madras (Original Testamentary and Intestate Jurisdiction) in O.P. no.331 of 1945.

WHEREAS after the demise of Sri.P.S.Kumaraswami as a bachelor, his mother Smt.Thayammaji executed a Release deed dated 23.11.1947 releasing her rights in respect of properties allotted towards the share of her deceased son Late Sri.P.S.Kumaraswami in favour of Sri.P.S.Srikantappa and Sri.P.S.Vishwanathappa. However, the death certificate of Sri.P.S.Kumaraswami is not available and to this effect, Sri.P.S.Vishwanathappa (Vendor no.1) has executed an affidavit dated 16.04.2014 (notarized) confirming that his brother Sri.Kumara Swamy died intestate on 26.01.1941 as a bachelor and BBMP has issued an endorsement dated 13.03.2014 under receipt no.83719 for non-availability of the death certificate of Sri.Kumara Swamy.

WHEREAS thereafter, the said Sri.P.S.Rajashekarappa, Sri.P.S.Srikantappa and Sri.P.S.Vishwanathappa entered into a partition deed dated 09.05.1951 (registered as doc no.955/1951-52, in Book-I, Volume-1206, entered in pages 83 to 102, at the office of Sub-Registrar, Bangalore North Taluk, Bangalore) for division of joint family properties by metes and bounds as under :

- a) Site no.1, V Road, Chamarajpet, Bangalore admeasuring East to West : 72 ft., North to South : 130 ft., among other properties were allotted to the share of Sri.P.S.Rajashekarappa.
- b) Site no.3, V Road, Chamarajpet, Bangalore admeasuring East to West : 73 ft., North to South : 129 ft., were allotted to the share of Sri.P.S.Srikantappa.

- c) Site no.2, V Road, Chamarajpet, Bangalore admeasuring East to West : 67 ft., North to South : 130 ft., Were allotted to the share of Sri.P.S.Vishwanathappa.

WHEREAS one Ms.P.V.Pushpa (daughter of Sri.P.S.Viswanathappa) executed a Release deed dated 05.03.1980 (registered as doc no.3890/1980-81, in Book-I, Volume-1176, entered in pages 243 to 246, at the office of Sub-Registrar, Basavanagudi, Bangalore) releasing all her right, title, claim and interest over the family properties, by receiving a portion of property bearing no.39, V Main Road, Chamarajpet, Bangalore in favour of her family members Sri.P.S.Vishwanathappa, Smt.Thripura Viswanath, Sri.P.V.Sumanth and Sri.P.V.Hemanth.

WHEREAS thereafter, Sri.P.S.Viswanathappa (Vendor no.1) entered into a Memorandum of Partition dated 15.07.1983 with his sons Sri.P.V.Sumanth and Sri.P.V.Hemanth (Vendor nos.2 and 3) for division of family properties by metes and bounds as under :

- a) Property bearing municipal no.33 (old no.238/2'B'), admeasuring 90 feet X 68 feet V Main Road, Chamarajpet, Bangalore and another property were allotted towards the share of Sri.P.S.Vishwanathappa.
- b) Western half portion of property bearing municipal no.34 (old no.238/2'A'), ground floor situated at V Main Road, Chamarajpet, Bangalore having a sital area of 33-6 ft., X 34-6 ft., AND Western half portion of property no.35 (first floor) V Main Road, Chamarajpet, Bangalore admeasuring 33-6 ft., X 34-6 ft., towards the share of Sri.P.V.Sumanth.
- c) Eastern half portion of property no.34 (old no.238/2 'A'), Ground floor, V Main Road, Chamarajpet, Bangalore having a sital area of 33-6 ft., X 34-6 ft., AND Eastern half portion of property bearing municipal no.35 (first floor), V Main Road, Chamarajpet, Bangalore having a sital area of 33-6 ft., X 34-6 ft., to the share of Sri.P.V.Hemanth.

WHEREAS the said Sri.P.S.Vishwanathappa, Sri.P.V.Sumanth and Sri.P.V.Hemanth (Vendors herein) have entered into a Development Agreement dated 10.04.2014 (registered as doc no.224/2014-15, in Book-I, stored in C.D. no.BSGD238, at the office of Senior Sub-Registrar, Basavanagudi, Bangalore) with the builder M/s Dhammanagi Developers Pvt. Ltd., rep by its Chairman and Managing Director Sri.BabuAdivappa Dhammanagi for the construction of multi-storied building under symbiotic terms. The parties to the said development agreement have agreed to share the built-up area in the ratio 56.65 % (to the owners) : 43.35 % (to developers). Further, the Vendors have executed a Power of attorney dated 10.04.2014 (registered as doc no.18/2014-15, in Book-IV, stored in C.D. no.BSGD238, at the office of Senior Sub-Registrar, Basavanagudi, Bangalore) in favour of M/s Dhammanagi Developers Pvt. Ltd., rep by its Chairman and Managing Director Sri.BabuAdivappa Dhammanagi, empowering the attorney to do various acts, deeds and things, with power of alienation of developers share of constructed area.

WHEREAS the katha for the composite schedule 'A' property stands in the joint names of Vendors vide katha certificate and extract both dated 04.04.2014 issued by the office of Bruhat Bangalore Mahanagara Palike.

WHEREAS the Vendors have been in possession and enjoyment of the Schedule 'A' property, ever since the date of purchase of the same and have got clear and marketable title to the Schedule 'A' property and have absolute power to convey the same.

WHEREAS, the Vendors have planned to construct a multi-storied residential building through the Builder as per the sanction plan dated: 15.07.2015, and bearing L.P. No. Ad.com/SUT/0330/15-16 duly sanctioned by the office of Bruhat Bangalore Mahanagara Palike, Bangalore.

WHEREAS the Purchaser/s of a specified share of undivided interest in Schedule 'A' property would be entitled to construct & own a residential flat/apartment duly allotted to him/her/them, in the building to be constructed on Schedule 'A' property by the builder in terms of the aforesaid plan, subject to minor alterations at the discretion of the Builders.

WHEREAS, the Purchaser/s herein has/have scrutinised the Title Deeds relating to the Schedule 'A' property and the aforesaid plan and being fully convinced about the title of the property as well as the plan and has/have requested the Builders to allot him/her/them proposed **Flat No.....** on the **..... Floor** of the proposed building along with covered parking space bearing No..... in the basement and the Builders accordingly have entered into a Construction Agreement of even date for the construction of the aforesaid flat, and the said flat is morefully described in Schedule 'B' hereunder and hereinafter referred to as Schedule 'B' apartment and the said Construction Agreement referred to as the Construction Agreement.

WHEREAS, the Purchaser/s for this purpose, is/are obliged to purchase Sq.ft (%) share of undivided interest in Schedule 'A' property along with the right to construct and own Schedule 'B' apartment and has/have therefore approached the Vendors for sale of the aforementioned share of undivided interest in Schedule 'A' property.

WHEREAS, the Vendors rep by their GPA holder have accordingly agreed to sell the aforementioned share of the undivided interest in Schedule 'A' property to the Purchaser/s with a right to construct and own Schedule 'B' apartment along with covered parking space bearing no..... in the, in terms of the aforesaid Construction Agreement and the Purchaser/s has/have agreed to purchase the same on certain terms and conditions mutually agreed between the parties.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH THAT :

1. **SALE CONSIDERATION :** In pursuance to the above, the Purchaser/s agreeing and undertaking to comply with all the conditions, stipulations and restrictions contained in Schedule C, D & E and in consideration of having agreed to pay a total consideration of Rs.____/- (Rupees _____ Only). The Purchaser/s has/have paid an advance of Rs.____/- (Rupees _____ Only) by way of Cheque bearing No.____dated _____ drawn on _____ Bank to Vendors in the name of the Builders, the receipt of which the Vendors hereby acknowledges the receipt through their GPA holder. The balance sale consideration of Rs.____/-(Rupees _____ Only) is agreed to be paid at the time of registration of the undivided share of the land.
2. In terms of this Agreement and more importantly subject to the Purchaser/s paying the entire consideration in respect of the Schedule 'B' apartment to the Builders in terms of the Construction agreement of even date within the stipulated period contained therein, the Vendors do hereby agree to sell, transfer by way of sale, grant and convey unto the Purchaser/s the aforementioned share of undivided interest in Schedule 'A' property together with rights, estates, claims, advantages, benefits, concessions, hereditaments, easementary rights, etc. of the Vendors in to and upon the Schedule 'A' property and every part thereof with the right to build upon, construct and own, Schedule 'B' apartment under the aforesaid Construction Agreement, subject however to conditions, stipulations and restrictions contained in Schedule C, D & E hereunder.
3. The Purchaser/s shall not transfer or assign his/her/their interest under this Agreement to any other Person/ Institution/Authority without the prior written consent of the Builders.
4. The Sale deed shall be executed subject to the Purchaser/s paying all amounts due under both the agreements i.e., the agreement to sell as well as the Agreement to Build. In the event of the Purchaser/s defaulting in payment of any installment under either agreement, both agreements shall stand cancelled without notice and the Vendors through their GPA holder (i.e., Builders) shall refund amounts as detailed further in this agreement. The Purchaser/s agree that non-payment of installment by the Purchaser/s will jeopardize the entire project, affecting all the other allottees as well as result in delay in completion of the project and huge cost & escalation resulting in tremendous loss to both the Vendors and Builders. In view of the above the Purchaser/s unequivocally agrees that in such an event the Vendors shall not be required to execute any Sale Deed and the right, in best and title shall rest with the Vendors and they may dispose the same to anyone of their choice.

THE VENDORS DO HEREBY DECLARE AND AGREE AS FOLLOWS :

1. That they are the true and lawful and absolute owners of schedule 'A' property and have the right to convey the share of undivided interest hereby agreed to be sold and the Vendors have not acted in any manner as to curtail, restrict, or prejudice such right of disposal.

2. That the Vendors have a valid, good and marketable title to Schedule 'A' property which is free from all encumbrances, lien, charge, court or other attachments, or any adverse legal proceedings and that all taxes, levies, etc., upto-date have duly been paid and they further undertake to pay the said taxes and levies till the date of the sale Deed, or handing over possession of the proposed apartment whichever is earlier.
3. That the Vendors hereby assure the Purchaser/s that they shall do or cause to be done all such acts deeds and things which the Purchaser/s may reasonably and legally require to be done, at the cost of the Purchaser/s for more effectively and perfectly assuring the title of the aforementioned share of undivided interest in Schedule 'A' property agreed to be conveyed herein and schedule 'B' apartment to be constructed thereon.
4. That the Purchaser/s shall have the right to construct Schedule 'B' apartment by the Builders or its nominees under the aforesaid Construction Agreement and the Purchaser/s shall be the absolute Owner/s of the schedule 'B' apartment on fulfilling the conditions and on payment of the entire consideration under this Agreement aforesaid, subject however to rights and liabilities stipulated in Schedules C, D & E hereto. It is specifically agreed that the Purchaser/s shall not be entitled to possession, actual or otherwise, of Schedule 'A' property and the aforementioned share of undivided interest thereon or Schedule 'B' apartment thereon until he/she/they is/are put into possession of the same by the Vendors and Builders respectively, which they are bound to do so as soon as the Purchaser/s has/have paid all amounts due in respect of the Agreement and aforesaid Construction Agreement.
5. That the Vendors or any persons claiming through, under or in trust for them shall have the right to enforce all the conditions and stipulations contained in Schedules C, D & E hereto on the Purchaser/s or his/her/their successors in title.
6. That the Vendors shall, on the Purchaser/s fulfilling the terms and conditions of this Agreement and the aforesaid Construction Agreement duly execute a sale deed conveying the aforementioned share of undivided interest in Schedule 'A' property to the Purchaser/s or his/her/their nominees and such sale deed shall be subject to the conditions and stipulations contained in Schedules C, D & E herein. Until such time, the amount paid by the Purchaser/s shall be held as a refundable advance paid to the Vendors free of interest.
7. The Purchaser/s shall pay and bear the stamp duty, registration charges, legal, incidental on the prevailing duty applicable as on the date of registration and other expenses in connection with the transfer and vesting of the aforementioned share of undivided interest in Schedule 'A' property, subject to the law amendment being in force at the relevant point of time.

THE PURCHASER/S HEREBY AGREE AND DECLARE AS FOLLOWS:

That in the event of the said Builders terminating the aforesaid Construction Agreement either for non-compliance of any of the terms and conditions therein or for default to effect payment of agreed installments, this Agreement shall automatically stand terminated and the Vendors shall not be required to execute the Sale Deed conveying the aforementioned share of the undivided interest in schedule property in the manner contemplated herein, and the Purchaser/s shall not have any manner of right whatsoever under this Agreement. In such an event, the Vendors are free to sell or dispose the share of the undivided interest agreed to be sold herein, to any person so nominated by the Builders and the Purchaser/s herein hereby accords his/her/their unequivocal consent thereto. The Vendors however, in such an event, shall be liable to refund to the Purchaser/s all advance amount paid by the Purchaser/s, less Rs.15,000/-(Rupees Fifteen Thousand Only) to be deducted towards administrative expenses after receiving the last installment of resale or on completion of the building whichever is later, the Purchaser/s to enforce such rights against the other purchaser/s of undivided interest in Schedule 'A' property.

SCHEDULE 'A'

(DESCRIPTION OF THE ENTIRE PROPERTY)

All that piece and parcel of residential property bearing nos.33, 34, 34/1, 35, 35-1, composite BBMP katha no.33, PID no.49-40-33, New PID no.143-W0026-2, V Main, K.P.Puttanna Chetty Road, Chamarajpet, in BBMP ward no.142, Bangalore admeasuring (68 ft., X 130 ft.,) in all measuring 8840 Sq. ft., and bounded on follows:-

On the East by	:	Sri.P.S.Rajashekarappa's site
West by	:	Sri.P.S.Shrikantappa's site
North by	:	Chamrajpet V Main Road
South by	:	Shantinivas bungalow (now Parvathamma Kalyana Mantapa)

SCHEDULE 'B'

An undivided _____ % share, right, title and interest equivalent toSq.ft in the schedule 'A' property.

Flat No. on the Floor, of the proposed building to be constructed on the Schedule 'A' property in terms of plan shown to the Purchaser/s and approved by him/her/them consisting of hall cum dining, Bedrooms, toilets, kitchen along with the prorata common area and facilities in all measuring approximately Sq. ft of super built-up area which may vary by 2 % as per Construction Agreement of even date and bounded as follows :

On the East by	:
West by	:
North by	:
South by	:

SCHEDULE – ‘C’

The Purchaser/s shall have the following rights in respect of schedule ‘A’ property and the building to be constructed thereon.

1. Full right and liberty to the Purchaser/s and persons duly authorised and permitted by the Purchaser in common with other persons entitled, permitted or authorised to like right, at all times by day and night to go, pass and re-pass the staircase and passage inside and outside the building constructed on Schedule ‘A’ property with reference to schedule ‘B’ property.
2. Full right and liberty to the persons referred to supra, in common with all other persons with or without motor cars, or other permitted vehicles, at all times day or by night, to pass or re-pass over the land or to the said building to be constructed on Schedule ‘A’ property. Subject to the same being parked only in designated spaces if the same available.
3. Full right to sub-jacent and lateral support and shelter and protection from other parts of the building to be constructed on Schedule ‘A’ property.
4. The right to free un-interrupted passage of running water, soil, gas, electricity, from and to the said building and schedule ‘B’ property through sewers, drains, water courses dales, pipes, wires, etc. which are now, or at any time in future be in, under or passing through the said building or any part thereof.
5. Right of passage to the Purchaser/s or Purchaser’s men agents, workmen etc, to other parts of the building and also to water tanks and maintaining the same at all reasonable times with due permission from the other Purchaser/s or his/their authorised nominee/s or person authorised by majority of Owners of the building.
6. Right to lay cables or wires through common walls of passage for radio, television, air-conditioner, telephone and such other installation however, having due regard to similar rights of other Owners of schedule ‘A’ property and structures thereon at any future date, without endangering the existing installations or disrupting services of other occupants.
7. Subject to payment for common service and utilities, the right to enjoy the said common services and facilities provided in the building.
8. The Purchaser/s shall have the right to park the car or permissible vehicle in the covered car parking space duly reserved or allotted to him specifically and in all other cases no parking space is to be utilised.

SCHEDULE –‘D’

The Purchaser/s, so as to bind himself/herself/themselves and his/her/their successors-in title, heirs and assigns and with the object of promoting and perfecting the right and interest of Owner/s of Schedule ‘B’ property and in consideration of various covenants of the Vendors’ binding the Co-Owners and Owners of other structures in the proposed building, here by agree/s to be bound by the following restrictions specific covenants:

1. Not to raise or cause to be raised any construction in addition to that mentioned in the Schedule 'B'.
2. Not to use or permit the use of Schedule ‘B’ Property in a manner which would diminish the value or utility of pipes and other fixtures and common amenities provided therein.
3. Not to use the space in land of Schedule ‘A’ property which would be left open after construction of the proposed or futures structures for parking any vehicles and not to use the same in any manner which might cause hindrance for free ingress and egress to and from any other part of the proposed building.
4. Not to default in payment of any taxes or levies or common expenses to be shared with other Owners of the proposed building on the Schedule ‘A’ Property.
5. Not to decorate the exterior of the building on Schedule ‘A’ Property otherwise than in a manner agreed to by majority of the Owners of other portions comprised in the building.
6. Not to use the schedule property especially Schedule ‘B’ Property for any unlawful purpose or those opposed to public policy.
7. Not to do anything which shall cause nuisance or annoyance to Owners of other parts of the building or neighboring properties.
8. Not to store in the Schedule ‘B’ Property or in the proposed building constructed on Schedule ‘A’ Property, any goods which are harmful, hazardous, combustible or considered unlawful and objectionable, dangerous or excessively heavy so as to adversely affect or damage the structure of the building.
9. Not to carry or cause to be carried any heavy packages to the upper floors which are likely to damage the staircases, lift, ladders, common passages or any other structures of the building.
10. Not to use or permit the use of common passages/corridors or staircases either for storage or for use of servants.
11. Not to raise any objection for any construction activities by way of additions to the building by the Vendor or on his behalf, subject to additional floor area ratio as may be sanctioned in terms of revised plan in future.

12. Not to claim any right title and interest on any part of structure of the building including the terrace etc., other than Schedule 'B' property and the common areas and amenities assigned and attached thereto.

SCHEDULE –'E'

The Purchaser/s shall bear the prorata share of the following common expenses, as well as any other expenses as decided by a majority of apartment owners from time to time.

1. All rates and outgoings payable, if any, in respect of Schedule 'A' property and the proposed building until Schedule 'B' Property is bifurcated and assessed independently.
2. The expenses of routine maintenance of the proposed building including painting/white washing of the exterior, cleaning etc., and provision for common services as below :
 - a) Maintenance/replacement of pump-sets, machinery and electrical line common to the building, generator, lifts, bulbs and tube lights in corridors and other common places.
 - b) Provision for security and watch and ward.
 - c) Insurance premium if paid on the entire building.
 - d) Any other common facility provided in future.Non-payment of prorata common expenses shall entail withdrawal of such facilities.
3. The Purchaser/s shall join as member/s of the Association of the Apartment Owners, when formed in future and shall be bound by the terms and conditions, bye-laws and majority decisions of the said Association.

IN WITNESS WHEREOF THE VENDORS AND THE PURCHASER/S HEREIN HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR HEREIN MENTIONED ABOVE IN THE PRESENCE OF THE WITNESSES.

WITNESSES

1. Signature:
Name :
Address :

**VENDORS REP BY THEIR GPA
HOLDER M/s DHAMMANAGI
DEVELOPERS PVT. LTD.,**

2. Signature:
Name :
Address :

PURCHASER/S