

AGREEMENT TO SELL

This agreement to sell is made and executed on at Bengaluru.

BY & BETWEEN

M/s. V2 HOLDINGS HOUSING DEVELOPMENT PRIVATE LIMITED,
Represented by its Managing Director,
Mr. P. L. Venkatarama Reddy,
S/o. Late P. Lakshmana Reddy,
Aged about 49 Years.

Having its business establishment at No.18,
Manish Mansion, 3rd Floor,
3rd Main, N.R. Colony,
Bangalore – 560 019.

Hereinafter referred to as the “**BUILDERS / VENDORS**”.

The terms hereinafter called the “**BUILDERS / VENDORS**” (which expression shall wherever the context so admits or so requires, shall mean and include all their heirs, legal representatives, successors-in-interest, executors, administrators, assigns, etc.,) of the **ONE PART**;

AND

Smt.

Hereinafter called the “**PURCHASER/S**”, (which expression shall wherever the context so admits or so requires, shall mean and include all his/her heirs, legal representatives, successors-in-interest, executors, administrators, assigns, etc.,) of the **OTHER PART**;

WITNESSETH AS FOLLOWS :

WHEREAS, the “**BUILDERS / VENDORS**” herein are the absolute owners of vacant residential Property bearing Municipal No.**92/6, New No.6**, Situated at Vittal Nagara, 5th Main Road, Chamrajpet, Bangalore presently PID No.45-16-6 within the BBMP Ward No.45, Azad Nagar measuring North to South: Eastern Side **79 feet or 24.07 meters** & North to South: on the western side **68.6 feet or 20.87 meters** East to West: on the Northern Side **161 feet or 49.05 meters** , East to West: on the Southern side **176 feet or 53.64 meters** (**Herein after referred to as ‘SCHEDULE PROPERTY’**).

WHEREAS, Schedule Property originally owned by Sha Pannachand, who in turn conveyed the same in favour of **H.Venkataramanappa** through Sale Deed Dated 15.09.1946 registered as Document No.3275, Book 1, Volume 800, Pages 115 to 117, in the Office of the Sub Registrar, Bangalore North Taluk.

WHEREAS, the said H.Venkataramanappa & others have jointly conveyed aforesaid property in favour of **Dharma Prakasa Rao Bahadur K.Kuppa Swamy Naidu**, under the Sale Deed Dated 21.07.1958 registered as Document No.2671/95-96, Volume 1709, Pages 10 to 14, before the Sub Registrar, Bangalore North Taluk.

WHEREAS, said Dharma Prakasa Rao Bahadur K.Kuppa Swamy Naidu, in turn has conveyed the Schedule Property in favour of **Stephen Joseph William Chase & Phyllis Violet Isabel Chase** under the Sale Deed Dated 23.1.1961 registered as Document No. 8630, of Book 1, Volume-1990, Pages 5 to 9, before the Sub Registrar, Bangalore North Taluk.

WHEREAS, General Power of Attorney 5.08.1975 executed by Stephen Joseph William Chase & Phyllis Violet Isabel Chase and they have authorized G.W.Benjamin to perform certain act with the power of alienation.

WHEREAS, said Stephen Joseph William Chase & Phyllis Violet Isabel Chase represented by duly constituted Attorney G.W.Benjamin has conveyed Schedule Property in favour of **M/s Shankar Enterprises / Sellers Herein** vide Sale Deed Dated 01.12.1983 registered as Document No. 3356/83-84, Volume 1327, Pages 33 to 36, of Book 1, Dated 14.12.1983 before the Sub Registrar, Basvanguadi, Bangalore. In pursuance to the execution of Sale Deed Seller/s herein has/have acquired right, title and interest over the Schedule Property and got transferred his name on the Revenue Records of Bruhat Bangalore Mahanagara Palike and said authority has assessed the Schedule Property for tax and issued Khatha Certificate & Extract Dated 05.04.2014. That that property tax assessed in respect of the schedule property has been paid up to the period **2017 to 2018**.

WHEREAS, the Sellers named above, having so derived absolute right, title and interest in the schedule property also acquired marketable title to the same by virtue of the sale deed and also having the khatha transferred in the Registers of the Bruhat Bangalore Mahanagara Palike Khatha Certificate & Extract Dated 05.04.2014 vide its no.BMP/REV/2014-15/KC/842945 in the said Extract, the BBMP has mentioned the PID No. of the property is that PID No.45-16-6, New No. to the property is No.6, situated at Vittalnagar, Bangalore, and tax on the schedule property has been assessed in the name of the Sellers herein and the Sellers are paying the taxes thereof to the Bruhat Bangalore Mahanagara Palike .

WHEREAS, the “**BUILDERS / VENDORS**” have obtained sanctioned plan in the name of **M/s. Shankar Enterprises** from Bruhat Bangalore Mahanagara Palike vide reference No.0128/14-15 dated 9/10/2014, issued by Joint Director of Town Planning (South), Bruhat Bangalore Mahanagara Palike, Bangalore to construct Residential Flats on the Schedule Property, upon the authorization given by the said M/s.Shankar Enterprises, as per the sanctioned plan from the Bruhat Bangalore Mahanagara Palike, vide LP No.0128/14-15 dated 9/10/2014, issued by Joint Director of Town Planning (South), Bruhat Bangalore Mahanagara Palike. Accordingly the “**BUILDERS/VENDORS**” have agreed to construct Residential Flats on the Schedule Property.

WHEREAS, after obtaining the plan, to put up the construction over the schedule property, the builder/vendors have got registered the schedule property in their names under the sale deed dated 17/9/2014, which has been duly registered in the Office of the Sub Registrar, Basavanagudi, Bangalore under document No.BSG-

1-03722/2014-15 kept in CD No.BSGD252 in Book-1 dated 17/9/2014. On acquiring of the property by the Builders/ Vendors herein, have applied for transfer of katha in their names. Accordingly, the BBMP has issued the katha extract & Certificate vide its Dated 18-10-2014,Nos.BMP/Rev/2014-15/KC 894345, and so also the said BBMP has issued katha extract vide its No.BMP/Rev/2014-15/KE 977341, in the said Vendors have also paid up to date taxes to the property in question. Thus, they became an absolute owners and peaceful possession and enjoyment of the property which is more fully mentioned the schedule below and hereinafter called the schedule property.

In pursuance to the plan sanctioned, and as well as the marketable title by the vendors herein they have started construction over the Schedule-A property for the Multistoried apartments as many as 35 Apartments in different measurement, among those, the purchaser herein has agreed to purchase **Flat No...., Floor,Bed Rooms** on the following terms and conditions as agreed hereunder.

NOW THE TERMS AND CONDITIONS OF THIS SALE AGREEMENT WITNESSETH AS FOLLOWS :

I SALE PRICE & PAYMENT SPECIFICATION ETC:

The "BUILDERS/VENDORS" have agreed to sell and PURCHASER/S herein shall purchase the apartment on Schedule-B property for a sale consideration mentioned below:

1. The Total sale price fixed and settled for the said **Flat No....** in **.....Floor**, having **..... Sq.Ft** of Super Built Up area is **Rs.....** (Rupees Only).
2. Whereas, the PURCHASER/S have paid an advance amount of **Rs...../-** (Rupees Only) in the following manner.

Whereas, the "BUILDERS/VENDORS" herein have admits & acknowledge the receipt of the same.

3. And the PURCHASER/S has/have agreed to pay balance sale consideration of **Rs. Rs...../-** (RupeesOnly) to the " BUILDER / VENDOR " in the following manner and at various stages of construction of the multi-storied flats over the Schedule property.

a	As on the date of execution of the agreement	20%
b	As on the date of Completion of foundation work	10%
c	As on the date of Completion the 1 st slab	10%
d	As on the date of Completion the 2 nd slab	10%
e	As on the date of Completion the 3 rd slab	10%
f	As on the date of Completion the 4 th slab	10%
g	As on the date of Completion the 5 th slab	10%
h	As on the date of Completion the 6 th slab	10%
i	As on the date of Completion of brick work	5%
j	As on the date of Completion of internal and external plastering and paintings	5%

II. TIME FOR COMPLETION OF SALE :-

The sale transaction shall be completed within months inclusive of grace period from the date of this Agreement.

III. TITLE/"BUILDERS / VENDORS " OBLIGATIONS :-

- a) The "BUILDERS/VENDORS" shall make out a good, clear marketable title to the Schedule property at their own cost.
- b) The sale of the Schedule "A" & "B" properties shall be free from all kinds of encumbrances, court cases, litigations, attachments, acquisition, charges, liabilities of any kind and all the outgoing liabilities, claims, taxes, charges, etc., shall be cleared and paid by "BUILDERS/VENDORS" only till the registration of the Sale Deed.
- c) All the title deeds copy, and other connected documents, shall be handed over to the PURCHASER/S at the time of registration if not handed over earlier.

IV. POSSESSION :-

The "BUILDERS/VENDORS" shall hand over the peaceful vacant physical possession of the Schedule "A" & "B" properties to the PURCHASER/S at the time of Registration of the Sale Deed or after completion of the said flat. Till then, the PURCHASER/S shall have no right to start the wood work or my interiors, until unless the entire payment is made and possession is taken from the "BUILDERS/VENDORS" along with Possession Certificate.

V. EXPENSES :-

The PURCHASER/S shall bear the cost of stamp duty, registration charges and any other incidental expenses for registration.

VI. NOMINATION :-

The "BUILDERS/VENDORS" shall execute the Sale Deed in the name of the PURCHASER/S or his/his/their nominee/s.

VII. CLEARANCES, Etc.,

The "BUILDERS/VENDORS" shall obtain the following documents required under the law to complete the sale transaction:-

- a. All title deeds of the Schedule property.
- b. Sanctioned plan from the BBMP.
- c. Up-to-date encumbrance certificate.
- d. Up-to-date tax paid receipts.
- e. Khatha Certificate and Khatha Extract.
- f. And any other documents which are legally required for registration of Sale Deed.

VIII. BREACH :-

- a) That in the event of the "BUILDERS/VENDORS" committing default and delay in flat deliver possession by the aforesaid date by reason of civil commotion or any act of GOD or if the delay is as a result of any rule, notification of the government, BBMP, plan sanctioning authorities, any court and or any other public or competent authority prohibiting development and/or construction activities as for reasons beyond the control of "BUILDERS/VENDORS" and in any of the aforesaid events. The vendor shall be entitled to extension of time of delivery of possession of the

completed flat. In such circumstances, the purchaser/s shall co-operate with the "BUILDERS/VENDORS" and what best could be done the same shall be accepted by the PURCHASER/S. It is clarified by the "BUILDERS/VENDORS" herein that the extension of time for delivery is not available to them, if the construction is delayed due to violation as per sanctioned plan or for any other violation to the statutory requirements under the law in force.

b) In case of delay in delivery of the flat for reasons other than what is stated above, the "BUILDERS/VENDORS" is entitled to a grace period of one and the delay persists, the "BUILDER/VENDORS" shall pay to the PURCHASER/S **Rs.10,000/-** fixed per month of delay of the schedule flat till delivery provided. If PURCHASER/S has paid all the amount payable as per agreement & within the stipulated period & has not violated any of the terms of this agreement. However, if the delay is on account of PURCHASER/S seeking modifications in schedule "C" property there are no liabilities on the "BUILDERS/VENDORS" to damages as aforesaid.

In case the Purchaser fails to perform his part of obligation, towards the payment as per the schedule mentioned in the agreement, then the builder is at liberty to forfeit 20% of agreement amount, out of the advance amount paid by the purchaser, which is given opportunity to make the payment even after the reminder, if purchaser may not come forward then the builder is entitled to cancel the agreement and forfeit 20% out of the advance amount paid.

Even after the later stage, after the default, in case purchaser coming forward to make payment and go for sale deed, then, builder is at liberty to collect all the damages, together with the incidental expenses causes to them.

In case, either the parties, if any one fails to perform their part of obligation under this agreement, the aggrieved party/ies are entitled to enforce this agreement of sale through the competent court of law.

In case, the Purchaser/s is/are not intend to go for sale deed in his/ their name/s and if he/they advise to execute the sale deed in the name of whomsoever he/their directs, then the vendors are entitled to charge the change of name to whom getting the sale deed in his/their name/s.

The Original documents are in the custody of the vendors, the copy of the same shall be delivered to the purchaser after duly attesting.

In addition to this agreement of sale, the Purchaser/s has/have also executed construction agreement, authorizing the builders to put up the construction over the Schedule-A property. The said agreement is also done on the same date.

SCHEDULE "A" PROPERTY

All that piece and parcel of the property bearing Municipal No.92/6, New No.6, presently PID No.45-16-6 within the BBMP Ward No.45, Situated at Vittal Nagara, 5th Main Road, Chamrajapet, Bangalore.

MEASURING:

North to South: on the Eastern Side **79 feet or 24.07 meters** & North to South: on the western side **68.6 feet or 20.87 meters** East to West: on the Northern Side **161 feet or 49.05 meters** , East to West: on the Southern side **176 feet or 53.64 meters**, &

BOUNDED ON :

EAST : Main Road
WEST : Land belonging to Madhava Krishnaiah
NORTH : Land belonging to P.Kannuswamy & Co
SOUTH : Land belonging to Vittal Mandira

SCHEDULE " B " PROPERTY

(Undivided share of land i.e, in the Schedule property hereby agreed to be conveyed)

..... **Square feet** of undivided share right, title and interest in the Schedule property.

SCHEDULE " C " PROPERTY

(Super built-up area on the Schedule property hereby agreed to be constructed & conveyed)

Residential **Flat No.....** in **Floor, Bed rooms** flat of "**V2 RISHI RATHNA** " having
Square feet of **Super built-up area** along with **1 Car Parking area** in the **Stilt Floor** being constructed on the Schedule property.

IN WITNESSES WHEREOF, the "**BUILDERS/VENDORS** " and the "**PURCHASER/S** " have affixed their respective signatures to this "**Agreement to Sell** ", on the day, month and year first above written in the presence of the below mentioned witnesses.

WITNESSES :-

1.

(BUILDERS / VENDORS)

2.

(PURCHASER/S)