

## **AGREEMENT TO SELL**

**THIS AGREEMENT TO SELL** made and executed at Bangalore, on the \_\_\_\_\_ of \_\_\_\_\_ Two Thousand and Twenty-Five, (\_\_\_ / \_\_\_/2025), by and

### **AMONGST:**

1. **MR. JAMPALA RAVINDRA BABU**, aged about 79 years, Son of Late Mr. Narasimha Rao, residing at No. 406, 4<sup>th</sup> A Cross, 2<sup>nd</sup> Block, HRBR Layout, Bangalore – 560043, PAN No: ALEPB7319L, Aadhaar Card No. 2221 4886 3054;

**(Hereinafter the Land Owner No.1)**

2. **Mrs. JANAKI KUMAR**, aged about 81 years, wife of Late Mr. S. R. Kumar, Daughter of Late Mr. Narasimha Rao, residing at No 34/2, Hennur – Bagalur Road, Geddalahalli, Kothanur post, Bangalore -560077, **PAN No. AHOPK1386L**, Aadhaar No. 2361 3016 0734;

**(Hereinafter the Land Owner No.2)**

Hereinafter jointly referred as the '**Land Owners**' (which expression, unless it is repugnant to the context or meaning thereof shall mean and include their heirs, successors, legal representatives, executors and administrators) of the ONE PART;

### **AND**

**M/S. ESSEM18 DEVELOPERS PRIVATE LIMITED.**, a Company incorporated under the Companies Act, 1956, having its registered office at No.64/1, 3<sup>rd</sup> Floor, SM Plaza, DVG Road, Basavangudi, Bangalore - 560004, PAN NO: AAECE1601J, represented by its Managing Director, MR. S.M. VEKATESH, aged about 55 years, S/o. Late S. Munirathnam, Aadhaar No. 8674 6549 3876;

Hereinafter referred to as the "**Developer**" (which expression unless it is repugnant to the context or meaning thereof shall mean and include its, successors-in office, executors, administrators, assigns etc.,) of the SECOND PART;

### **IN FAVOUR OF:**

**MR/MRS** \_\_\_\_\_, aged about \_\_ years, Son of \_\_\_\_\_, residing at No. \_\_\_\_\_, **PAN NO.** \_\_\_\_\_, Aadhaar No. \_\_\_\_\_;

Hereinafter referred to as the **Purchaser/s** which expression wherever it so requires, shall mean and include all his/her/their legal heirs, representatives, administrators, executors and assigns etc,) **OF THE THIRD PART:**

### **Definitions:**

For the purpose of this Agreement to Sell, unless the context otherwise requires:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);



- (b) "Appropriate Government" means the Government of Karnataka;
- (c) "Carpet Area" means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the allottee/s, or veranda area and exclusive open terrace area appurtenant to the said apartment for the Exclusive use of the allottee/s, but includes the area covered by the internal partition walls of the apartments;
- (d) "Cess" shall mean and include any applicable cess, existing or future, on the supply of goods or services or both under the GST Law;
- (e) "Exclusive Areas" means exclusive balcony appurtenant to the said apartment for the exclusive use of the Allottee/s or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said the apartment for exclusive use of the Allottee/s.
- (f) "GST" means and includes any tax imposed on the supply of goods or services or both under GST law;
- (g) "GST Law" shall mean and include The Integrated Goods and Services Tax Act, GST (Compensation to the States for Loss of Revenue) Act , Central Goods and Services Tax Act and State Goods and Services Tax Act, UTGST and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.;
- (h) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (i) "Relevant laws" means and includes any applicable Central, State or Local Laws, statutes, ordinances, rules, regulations, notifications, orders, bye laws, any government notifications, circulars, office orders, directives etc., or any government notification, circulars, directives, orders, direction, judgement, decree, order of a judicial and Quasi judicial authority etc., including amendments, modifications, thereto, whether in effect on the date of this Agreement, including The Real Estate Regulatory Laws;1
- (j) "Rules" means the Karnataka Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- (k) "Section" means a section of the Act;

**WITNESSETH AS FOLLOWS:**

- I. WHEREAS** the Land Owner No.\_\_\_\_ and \_\_\_\_/Developer represents that he/she/it/they is/are the sole and absolute owner and peaceful possession and enjoyment of all that piece and parcel of an Apartment bearing \_\_\_\_, bearing Bruhat Bengaluru Mahanagara Palike Katha No. \_\_\_\_\_, situated on the \_\_\_\_ floor having a super built up area of \_\_\_\_square feet (which is inclusive of the balconies and proportionate share in the common areas such as passages, lobbies, lifts, staircases and other area of common use), along with \_\_\_\_ covered car parking space bearing No. \_\_\_\_, situated in the stilt floor and the apartment having R.C.C. roofing, Granite / Vitrified Tiles for dining, Living, Kitchen, staircase and bedrooms, Designer Ceramic Tiles for bathroom walls, and Anti-Skid Tiles for flooring, Ceramic tiles for balconies and Granite for common areas teak wood main door and other doors having teak polished hardwood frame with veneer flush shutters flush shutters and UPVC windows, along with electricity, water and sanitary connection (as per referred in the Joint Development Agreement) ( which is more fully defined hereunder hereinafter referred to as the Schedule F Property) along with An undivided \_\_\_\_% (\_\_\_\_) share, right, title, claim and interest in the land comprised in the Schedule D Property equivalent to \_\_\_\_ square feet ( which is more fully defined hereunder hereinafter referred to as the Schedule E Property) in the land on which the building constructed on the residentially converted property in lands bearing Sy. No.34/2 measuring 30 Guntas and Sy No. 34/9 measuring 7.8 Guntas and Sy. No. 34/10



measuring 9.8 Guntas, for which lands, a new amalgamated khatha was issued vide Khatha No. 54/34/10/34/9/34/2 , KTR/404/23-24 and MR. No. 22/2324 total extent measuring 1 Acre 7 Guntas situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, presently coming within the limits of BBMP, bearing BBMP Khatha No. 54, Horamavu Sub Division Ward No. 25, which is more fully hereunder and hereafter referred to as the Schedule D Property;

- II. **WHEREAS** the LAND OWNER No.1 **MR. JAMPALA RAVINDRA BABU**, is the absolute owner of the converted land measuring 30 Guntas in Survey No. 34/2, Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, converted vide Order No. .ALN.SR(E) 156/2002-03, dated 26-12-2002, now coming within the limits of the Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub Division, Ward No. 25 having Khatha No. 55/34/2, issued by the Assistant Revenue Office, BBMP, Horamavu Sub Division Dated: 28/06/2023, which is more fully and particularly described here to and herein after referred to as Schedule A Property;
- III. **WHEREAS** the LAND OWNER No.1 **MR. JAMPALA RAVINDRA BABU**, is the absolute owner of the converted land measuring 11.8 Guntas in Survey No. 34/9, Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, converted vide Order No. 495428 dated 19/05/2023, now coming within the limits of the Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub Division, Ward No. 25 having Khatha No. 54/34/9, issued by the Assistant Revenue Office, BBMP, Horamavu Sub Division Dated:28/06/2023 which is more fully and particularly described here to and herein after referred to as Schedule B Property;
- IV. **WHEREAS** the LAND OWNER No.2 **Mrs. JANAKI KUMAR**, is the absolute owner of the converted land measuring 12.08 Guntas in Survey No. 34/10, Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, converted vide Order No. 495463 dated 19/05/2023, now coming within the limits of Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub Division, Ward No. 25, having Khatha No. 56/34/10, issued by the Assistant Revenue Office, BBMP, Horamavu Sub Division Dated:28/06/2023 which is more fully and particularly described here to and herein after referred to as Schedule C Property;
- V. **WHEREAS** Mr. N. Krishnappa S/o Mr. Narayanappa was the owner of the agricultural land in Sy. No. 34 measuring 1 Acre 16 ½ Guntas (One Acre Sixteen and Half Guntas) situated at Geddalalahalli Village, K R Pura Hobli, Bangalore South Taluk, and the same was acquired by Mr. N. Krishnappa's father Late Mr. Narayanappa under a family Partition Deed dated 12-11-1955, registered as Document No. 7026/1955-56, Book I, Volume No. 1521, registered in the office of the Sub Registrar, Bangalore South Taluk. Under the said Partition Deed land measuring 1 Acre 16 ½ Guntas in Sy. No. 34 was allotted to the share of Late Mr. Narayanappa. After the death of Mr. Narayanappa, Mr. N. Krishnappa acquired the same through inheritance as is evidenced by IHC.No.1-1984-85;
- VI. **WHEREAS** the above-mentioned Mr. N. Krishnappa sold and conveyed the agricultural land in Sy. No. 34 measuring 1 Acre 16 ½ Guntas (One Acre Sixteen and Half Guntas) situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk in favour Land Owner No. 1 under a registered Sale Deed dated 09-11-1984, registered as Document No. 4922/1984-85, Book I, Volume No. 2233, Pages at 1 to 6, registered on 14-11-1984, in the office of the Sub Registrar Bangalore South Taluk. However, on measurement of the lands purchased it was seen that there was an additional 4 Guntas of Kharab included in the portion of the Sy.No.34, which was sold in favour of Land Owner No.1 and the language of the Sale Deed clearly states that if the land sold exceeds the measurement of 1 Acre 16 ½ Guntas the balance portion will be to the benefit of the purchaser without additional cost. Therefore, the additional 4 guntas of Kharab land



included in the portion of the Sy. No.34 which was sold in favour of the LAND OWNER NO.1 is transferred to the Land Owner No.1 under the Sale Deed referred to herein above in this paragraph and therefore the Land Owner No.1 is also the owner of the 4 Guntas of kharab in Sy. No. 34. This ownership of additional 4 guntas of kharab is also evidenced by the RTC's for the period of 1988-89 to 2021-2022, which shows the name of the LAND OWNER NO.1 as the owner of the 4 guntas kharab in addition to 1 Acre 16 ½ Guntas and these lands were assigned new Sy. No. 34/2;

- VII. WHEREAS** the LAND OWNER NO.1 sold and conveyed a portion of land measuring 15 Guntas (Fifteen Guntas) out of 1 Acre 17 ½ Guntas (One Acre Seventeen and Half Guntas) including 4 Guntas Kharab in Sy No. 34/2, Old No. 34 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk in favour of his sister Mrs. Janaki Kumar, the LAND OWNER No. 2 herein, under a Sale Deed dated 14.02.1995, registered as Document No. 11203/1994-95, Book I, Volume No.941, at Pages at 93-97, registered on 26.07.1995, in the office of the Sub Registrar Krishnarajapuram, Bangalore.
- VIII.** WHEREAS after the sale as above, the Phodi for the remaining land was carried out and the land measuring 30 Guntas and 12.08 Guntas in Sy. No. 34/2 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk was continued in the name of LAND OWENER No. 1 and 15 Guntas in Sy. No. 34/2 was transferred in the name of LAND OWNER No.2 pursuant to the sale as above.
- IX.** WHEREAS thereafter Phodi was carried out and the extent of the land in the Sy. No. 34/2 was reassessed and in terms of thereof land measuring 11.08 Guntas and 30 Guntas situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk was continued in the name of the LAND OWNER No.1 and 12.08 Guntas situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk was shown in the name of LAND OWNER No.2 out of the said lands the total extent excludes 4 Guntas of Kharab in Sy No. 34/2 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk which is jointly held by LAND OWNER No.1 and LAND OWNER No.2 as is evidenced by Mutation Registrar MR T9-2022-2023;
- X.** WHEREAS the lands owned by the LAND OWNER No.1 and the LAND OWNER No.2 in Sy. No. 34/2 was assigned new Sy. No. 34/9 and 34/10 in terms thereof the LAND OWNER No.1 became the absolute owner of 11.08 Guntas excluding 2 Guntas Kharab in Sy. No. 34/9 situated at Geddalalahalli K R Puram Hobli, Bangalore South and the LAND OWNER No.2 became the absolute owner of land measuring 12.08 Guntas excluding 2 Guntas Kharab in Sy. No. 34/10 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk as is evidenced by the Order dated 27.10.2022, bearing No. RRT(BE) CR-596/2022-23 issued by the Assistant Commissioner, Bangalore North division Bangalore. This is also evidenced by Mutation Registrar MR. No. T12 of 2022-2023;
- XI.** WHEREAS the LAND OWNER No.1 made an application to convert a part of the land in Sy No. 34/2 measuring 30 Guntas, situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bangalore South Taluk, from agriculture purposes to non-agricultural purposes and the same has been approved and converted from agricultural to non-agricultural purpose vide Official Memorandum bearing No. ALN:SR (E):156/2002-03 dated 26.12.2002 issued by the Special District Commissioner, Bangalore;
- XII.** WHEREAS the LAND OWNER No.1 made an application to convert the land measuring 11.08 Guntas excluding 2 Guntas Kharab in Sy No. 34/9 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk from agricultural to non-agricultural residential purposes and the same has been approved and converted from agricultural to non- agricultural purposes vide Official Memorandum bearing No. 495428 dated 19.05.2023 issued by the District Commissioner, Bangalore;
- XIII.** WHEREAS the LAND OWNER No.2 made an application to convert the land in Sy. No. 34/10 measuring 12.08 Guntas excluding 2 Guntas Kharab, situated at Geddalalahalli



Village, Krishnarajapuram Hobli, Bangalore South Taluk, Bangalore, from agricultural to non-agricultural residential purposes and the has been approved and converted from agricultural to non-agricultural purposes vide Official Memorandum bearing No.495463 dated 19.05.2023 issued by the District Commissioner, Bangalore;

- XIV.** WHEREAS the LAND OWNER No.2 by way of Relinquishment Deed dated 26.10.2010 registered as Document No. BNS-1-04677/2010-11, Stored in CD No. BNSD-69 in the office of the Sub Registrar, Banaswadi, Bangalore, has relinquished a portion of the land owned by her and surrendered the land to the BBMP for road widening purposes out of the total land of 12.08 Guntas in Sy. No. 34/10 situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk and after such surrender the balance land remaining with the LAND OWNER No.2 in Sy. No. 34/10 is 9.08 Guntas situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk to constitute the Schedule C Property;
- XV.** WHEREAS an extent of approximately 4 Guntas of land in Sy. No. 34/9, situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bangalore South Taluk, Bangalore was demarcated out of the Schedule B Property for road widening of Hennur Main Road and this land has been left by the LAND OWNER No.1 for further expansion of the existing road and after such demarcation the land available with the LAND OWNER No.1 is 7.8 Guntas in Sy. No. 34/9 situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk which he is offering for development in terms of this Agreement and which was used for amalgamation of the Khatha;
- XVI.** WHEREAS the LAND OWNER No. 1 is the absolute owner of the Schedule A and B properties and the LAND OWNER No. 2 is the absolute owner of Schedule C Property and they have come to an understanding for developing the Schedule A, B and C properties together jointly as a single residential and commercial project as all the properties are adjacent to each other with common boundaries for which the parties have agreed to club the khatas of the Schedule A, B and C properties into one single khatha to be recorded in their joint names and have applied for transfer and amalgamation of khatha of all the three Schedule A, B and C Properties with the BBMP as one property, the Land Owners agree to comply with the provisions of the Town and Country Planning Act and other regulations as applicable and the Land Owners have applied to the BBMP to club the khatha of the Schedule A, B and C Properties as a single khatha and issue the amalgamated Khatha with respect to Schedule A, B and C properties jointly as to constitute a single khatha with one number;
- XVII.** WHEREAS the BBMP has approved and amalgamated Schedule A, B and C Properties, after such amalgamation the areas owned by the LAND OWENR No.1 and LAND OWNER No.2 got reduced and in terms thereof Sy. No. 34/2 measuring 30 Guntas and Sy. No. 34/9, measuring 7.8 Guntas and Sy. No. 34/10 measuring 9.8 Guntas in all totally measuring 1 Acre 7 Guntas situated at Geddalalahalli Village, K R Puram Hobli, Bangalore South Taluk, for which a new amalgamated Khatha of the converted land bearing Khatha No. 34/10, 34/9 34/2, BBMP vide No. KTR/404/23-24 and MR. No. 22/23-24 dated 08.11.2023 was issued and on such amalgamation the total extent was measuring 1 Acre 7 Guntas situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, presently coming within the limits of BBMP, bearing BBMP Khatha No. 54, Horamavu Sub Division Ward No. 25, which is more fully hereunder and hereafter referred to as the Schedule D Property;
- XVIII.** WHEREAS in furtherance to the amalgamation as above, BBMP has issued a Khatha Certificate dated 20.11.2023 in terms of which the Land Owners have been certified as the Khatha holders in respect of Serial No.01, Khatha No.54, Sy. No. 34/10, 34/9, 34/2 falling within Ward No. 25 Horamavu Ward, Property No. Sy. No.34/2,34/9, 34/10 K.No.54, measuring in all 51,183,Sq. Feet or 4755.05 Sq. meters has been issued in respect of the Schedule D Property, having address 801028-Geddalalahalli, Khatha No.



54, 34/2, 34/9, 34/10 Geddalahalli Hennur Main Road, near Geddalahalli signal, 560077 being the Schedule D Property;

**XIX.** WHEREAS since parts of the Schedule Property were earlier converted from agricultural to non-agricultural residential purposes therefore since now the Land Owners in consultation with the Builders are intending to carry out a mixed development that is Multi-storied Commercial and Residential Apartment Building, therefore as per the town planning requirements there is a need for conversion of the lands from Residential purpose to Commercial purpose and in terms thereof the following conversion orders were obtained:

- i) Official Memorandum dated 29.01.2025 issued by the Deputy Commissioner Bangalore District with respect to reconversion application No.34260 in terms of which the land in Sy. No. 34/2, situated at Geddalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk measuring 30 Guntas has been converted to Commercial purpose, in the name of LAND OWNER No.1;
- ii) Official Memorandum dated 29.01.2025 issued by Deputy Commissioner Bangalore District with respect to reconversion application No.34261 in terms of which the land in Sy. No. 34/9, situated at Geddalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk measuring 7.8 Guntas out of 11 Guntas has been converted to Commercial purpose, in the name of LAND OWNER No.1;
- iii) Official Memorandum dated 29.01.2025 issued by Deputy Commissioner Bangalore District with respect to reconversion application No. 34263 in terms of which the land in Sy. No. 34/10 situated at Geddalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk measuring 9.8 Guntas out of 12.8 Guntas has been converted to Commercial purpose, in the name of LAND OWNER No.2;

**XX.** WHEREAS Project approval dated 19.03.2025 issued by the Joint Director Town Planning BBMP bearing Project No. PRJ/13738/23-24, bearing LP. No BBMP/Addl. Dir/JDNORTH/0115/23-24.

**WHEREAS** the Land Owners were looking out for a Developer to Develop the Schedule D Property Land into a Residential Apartment Building and Commercial Building hence the Land Owners have executed Joint Development Agreement with **M/S. ESSEM18 DEVELOPERS PRIVATE LIMITED** under a Joint Development Agreement dated 31-07-2025, registered as Document No. SHV-1-01981-2025-26, in the office of the Sub Registrar Shivajinagar, according to which the Developer agreed to develop the Schedule D Property by constructing Residential Apartment Building and Commercial Building on the Schedule D Property. According to the agreed terms the LAND OWNER No. 1 and LAND OWNER No. 2 shall together be entitled to 40% of the total super built up area in the RESIDENTIAL PORTION OF THE BUILDING and Commercial Portion of the Building constructed on the Schedule D Property hereinafter called the Entire Development, together with proportionate share of car parking spaces and common areas hereinafter be referred to as 'LAND OWNERS CONSTRUCTED AREA'. However out of the 40% of the super built area allocated to the Land Owners in the Entire Development as above, the LAND OWNER No. 1 shall be entitled to the entire Commercial Portion of the Building constructed on the Schedule D Property and also additional built area in the Residential Portion of the Building along with 40% of the undivided right, title and interest in the Schedule D Property such that that the total entitlement of the Land Owners together of the Entire Development shall not exceed



40%. The LANDOWNER No. 2 shall however have no right whatsoever in the Commercial Portion of the Building in the Entire Development.

The balance 60% of the super built area of the Entire Development along with 60% of the undivided right, title and interest in the Schedule D Property shall be the BUILDER'S CONSTRUCTED AREA.

Both the parties the Landowners and the Builder are also be entitled to enjoy in common all the common areas, amenities and facilities to be provided in the developments carried out in Schedule D Property during the course of the enjoyment of their respective areas.

**XXI. WHEREAS** in furtherance to the above mentioned Joint Development Agreement dated 31.07.2025 the Land Owners have executed the General Power of Attorney dated 31.07.2025 registered as Document No. SHV-4-00244-2025-26 in the office of the Sub-Registrar of Shivajinagar , Bangalore for various purposes related to development of the Schedule D Property and also inter-alia empowered the developer to transfer, hold, convey, sell or alienate the remaining 60% Built Area in the Entire Development being the Residential Portion of the Building ( since the Commercial Portion is allocated to land Owner No. 1), forming a part of the Entire Development (i) along with 60% proportionate undivided share, right, title, interest in the Schedule D Property (ii) 60% of car parking spaces in basement/s, surface and/or other levels wherever they are provided being 100 car parking spaces, (iii) 60% of the private terrace rights and (iv) 60% of private garden areas, if any, built as per the Specifications as set out in the JDA;

**XXII. WHEREAS** the Land Owners have obtained a plan sanction bearing L.P. No: BBMP/Addl. Dir/JDNORTH/0115/23-24, dated 14.10.2024 from the Bruhat Bangalore Mahanagara Palike for the construction of a Residential Apartment Building and Commercial Building on the Schedule D Property land, comprising of 2 Basement floor, 1 Ground Floor, and 10 Upper floors and in pursuance thereof the Developer shall construct a Residential Apartment Building and Commercial Building on the Schedule D Property;

**XXIII. WHEREAS** in pursuance of the Joint Development Agreement dated 30.07.2025 both the Land Owners and the Developer have decided upon their respective built up areas falling to their respective shares by mutual discussions and the Land Owners and the Developer have executed a Sharing Agreement dated \_\_\_\_\_ according to which, for the residential portion Schedule E Property and the Schedule F Property have been allotted to the share of the Developer and the Developer thus became entitled to convey absolute ownership over the Schedule E Property and Schedule F Property in favour of third parties and the Land Owners have been made a party to this agreement to sell to convey better title to the Purchaser;

**XXIV. WHEREAS** as per the Joint Development Agreement and Sharing Agreement mentioned above the Schedule E Property and Schedule F Property has fallen to the share of the Developer and the Purchaser herein after having scrutinized the documents of title of the Land Owners and the rights of the Developer and being fully satisfied with the title of the Land Owners/Developer in the Schedule D Property and the building constructed thereon and their competence to sell the same approached the Developer to purchase Schedule E Property and Schedule F Property;



**XXV. WHEREAS** all the parties to this Agreement have mutually agreed to certain terms and conditions which they have decided to reduce them into writing.

**NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:**

1. That in pursuance of the foregoing and the price herein reserved, the Developer hereby agree to sell and the Purchaser hereby agrees to purchase the Schedule E Property and the Schedule F Property for a valuable sale consideration ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), inclusive of deposits and excluding stamp duty and registration expenses, free from all kinds of encumbrances whatsoever and subject to the terms and conditions enumerated below.

2. Mode of Payment: All payments to be made by the PURCHASER under this Agreement shall be by Cheque/demand draft/pay order/wire transfer/fund transfer/any other instrument drawn in favour of M/S ESSEM18 DEVELOPERS PRIVATE LIMITED RERA COLLECTION FOR AKASHA BY ESSEM 18 ACCOUNT No : 777705429867, Bank ICICI Bank Limited, Branch - BASAVANAGUDI, IFSC Code : ICICO002320.

3. In case of financing arrangement entered into by the PURCHASER with any financial institution with respect to the purchase of the Apartment, the PURCHASER undertakes to direct such financial institution to and shall ensure that such financial institution pays/disburses all such installments of the total consideration due and payable to the Developer through an account payee cheque / demand draft / pay order / fund transfer drawn in favour of M/S ESSEM18 DEVELOPERS PRIVATE LIMITED RERA COLLECTION FOR AKASHA BY ESSEM 18 ACCOUNT No : 777705429867, Bank ICICI Bank Limited, Branch - BASAVANAGUDI, IFSC Code : ICICO002320.

4. The Purchaser has paid the Developer a sum of \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:-

- a) A sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) by \_\_\_\_\_, dated: \_\_\_\_\_, drawn on \_\_\_\_\_, Bangalore and drawn in favour of the Developer herein;
- b) A sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) by cheque bearing No. \_\_\_\_\_, dated: \_\_\_\_\_, drawn on Citibank, Bangalore and drawn in favour of the Developer herein;

the receipt of which the Developer hereby acknowledges.

5. The Purchaser shall pay the balance Consideration of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:

- a) \_\_\_\_\_
- b) \_\_\_\_\_

6. The Purchaser shall pay the balance sale consideration to the Developer within the agreed time and if the Purchaser commits a default, the Developer shall be at liberty to put an end to this Agreement. However, the Developer may at his option grant the Purchaser a grace period not exceeding 15 days from the date of default subject. However, to the Purchaser



making payment of the amount in default, within 15 days grace period together with prevailing bank rate of interest thereon.

7. **Change of Specifications:** If the Purchaser wants any changes in the construction to be put up in the Schedule F Property or wants any additions or alterations in the specifications etc., he/she/they must make a request to the Developer, who may at their discretion carry out such changes, extra construction or changes upon payment of the cost involved for such modifications, extra constructions, changes etc. The Purchaser shall not be entitled to make any construction / finishing works on their own till he/she/they take possession of the Schedule F Property from the Developer.

8. **Condition of sale:** The sale of the undivided right, title, interest, claim and share in the Schedule E Property is to enable the Purchaser to own the Schedule F Property and the Purchaser shall not seek partition or division by metes and bounds and shall not seek separate possession in respect of any portion of the Schedule F Property under any circumstances whatsoever. The Purchaser shall not claim rights over the areas not specifically allotted to the Purchaser.

9. **Deposits:** The Sale Consideration agreed hereto is inclusive of the deposits and related expenses that have to be made to statutory bodies like the BESCO, K.P.T.C.L., B.W.S.S.B. etc., for the purpose of obtaining connections of electricity, water supply and sewerage and the proportionate cost of Transformers, L.T. Lines and other Equipment which may be installed if so, directed by the Respective Authorities.

10. **Property taxes:** All taxes payable with respect to the Schedule E Property and the Schedule F Property to be owned by the Purchaser, to the Bruhat Bangalore Mahanagara Palike, Bangalore shall be paid by the Purchaser with effect from the date of the Developer notifying the Purchaser regarding the completion of the Schedule F Property in all respects and their readiness to hand over the same to the Purchaser. In the event of the Developer being forced to pay such taxes as a result of the failure of the Purchaser to pay the same, the Purchaser shall not be entitled to possession of the Schedule E and F Property until and unless all taxes are paid or reimbursed to the Developer.

11. **Expenses for katha transfer:** All expenses that may be incurred in the matter of getting the Khatha of the Schedule E Property and the Schedule F Property made out in favour of the Purchaser shall be borne and paid by him/her/them.

12. **Maintenance:** Maintenance of the generators, lifts, electricity & plumbing, security, common amenities and common areas like common passages, lighting in the common areas, stair cases, stair ways, etc., shall be maintained by the Developer with the amounts payable by the Purchaser at the time of taking possession of the Schedule E and F Property. The Developer shall use the said amounts for maintenance of the building on the Schedule D Property until the formation of the association / society which is formed by the apartment owners and the balance, if any, shall be handed over to the association / society.

13. **No implied Agreement / consent other than this Agreement:** The Land Owner/ Developer, their staff or representatives have not undertaken any responsibility nor have agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenants on the part of the Land Owner / Developer other than the terms and conditions expressly provided under this Agreement.

14. **Rights and obligations:** Since the Schedule F Property is only a part of the composite building being constructed on the Schedule D Property, all parties will have mutual rights



and obligations in respect of common areas, common facilities, common walls etc. The Purchaser after the Schedule E and F Property is conveyed to him shall be bound by the covenants contained in SCHEDULE G, SCHEDULE H and SCHEDULE I.

15. The Purchaser shall bear all the expenses such as stamp duty, registration charges, drafting expenses and other expenses connected with the registration of the absolute sale deed in favour of the Purchaser.

16. The Developer shall put the Purchaser in vacant and physical possession of the Schedule E Property and Schedule F Property on receipt of the entire sale consideration or on the date of registration of the sale deed in favour of the Purchaser, whichever is later.

17. The Developer and the Land Owners covenants that it has a valid and marketable title to the Schedule D Property and that the Schedule D Property is free from all kinds of encumbrances, attachments, charges, liens, litigations and acquisition proceedings and the Developer agrees to convey good and marketable title to the Purchaser, free from all kinds of encumbrances whatsoever.

18. The Land Owners/Developer shall pay the up to date taxes which are payable to the Bruhat Bangalore Mahanagara Palike, Bangalore, with respect to the Schedule D Property land till the date of registration of the absolute sale deed in favour of the Purchaser and thereafter it shall be the responsibility of the Purchaser to get the Schedule E Property and the Schedule F Property assessed to tax and the Purchaser shall be liable to pay all applicable taxes with respect to the Schedule E Property and the Schedule F Property.

19. The sale transaction shall be finalized within one month from this date from the date of receiving the Occupancy Certificate and fit to move in Architect Certificate whichever is later. Both the Parties herein agree and declare that time is of essence of this Agreement to Sell.

20. In the event of breach of this Agreement by either party, the aggrieved party shall be entitled to seek specific performance of this Agreement and for recovery of cost, expenses, damage and loss suffered by the aggrieved party as a consequence of such breach from the party committing the breach of this Agreement.

21. Both the parties above named shall not be entitled to revoke this Agreement unilaterally.

22. The original of this Agreement shall be with the Purchaser and a photocopy of this Agreement shall be with the Developer.

23. Notwithstanding anything to the contrary, the parties shall be free to specifically enforce the terms and conditions of this Agreement in the Courts of Law.

#### **SCHEDULE A PROPERTY**

**(Property belonging to Mr. JAMPALA RAVINDRA BABU)**

All that piece and parcel of converted land bearing Survey No. 34/2, Khatha No. 55/34/2 measuring 30 Guntas situated at Geddalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, reconversion application No.34260 dated 29-01-2025 presently within the limits of Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub Division, Ward No. 25, Bangalore having Khatha No. 55/34/2, issued by the Assistant Revenue Office, BBMP, with all appurtenances whether situated on, below or above the surface and bounded on the:

East by	:	Byrathi Village Boundary
West by	:	Sy No. 34/10 and Sy No. 34/9



North by : Sy No. 34/1  
 South by : Sy No. 34/3, 34/4 and 34/5

**SCHEDULE B PROPERTY**

(Property belonging to Mr. JAMPALA RAVINDRA BABU)

All that piece and parcel of converted property bearing Sy No.34/9, Khatha No. 54/34/9, measuring 7.8 Guntas situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, reconversion application No.34261 dated 29-01-2025 presently within the limits of Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub-Division Ward No.25, Bangalore, having Khatha No. 54/34/9, issued by the Assistant Revenue Office, BBMP, together with all appurtenances whether situated on, below or above the surface and bounded on the:

East by : Sy No. 34/2  
 West by : Road  
 North by : Sy No. 34/8 and 34/1  
 South by : Sy No. 34/10

**SCHEDULE C PROPERTY**

(Property belonging to Mrs. JANAKI KUMARI)

All that piece and parcel of converted property bearing Sy No.34/10, Khatha No. 56/34/10, measuring 9.8 Guntas situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, reconversion application No.34263 dated 29-01-2025 presently within the limits of Bruhat Bangalore Mahanagara Palike (BBMP), Horamavu Sub-Division Ward No.25, Bangalore, having Khatha No. 56/34/10, issued by the Assistant Revenue Office, BBMP, together with all appurtenances whether situated on, below or above the surface and bounded on the:

East by : Sy No. 34/2  
 West by : Road  
 North by : Sy No. 34/9  
 South by : Sy No. 34/3, 34/4 and Sy No. 34/5

**SCHEDULE 'D' PROPERTY**

(Amalgamated Property for development)

All that piece and parcel of converted Land in Sy. No.34/2 measuring 30 Guntas and Sy No. 34/9 measuring 7.8 Guntas and Sy. No. 34/10 measuring 9.8 Guntas, for which amalgamated khatha was issued vide Khatha No. 54/34/10/34/9/34/2, KTR/404/23-24 and MR. No. 22/2324 dated 08.11.2023 and on such amalgamation the total extent was measuring 1 Acre 7 Guntas situated at Geddalalahalli Village, Krishnarajapuram Hobli, Bengaluru East Taluk, now having e-PID No-2556247483, Property No. Sy.No.34/2,34/9,34/10 K.No.54, measuring in all 51,183 Sq. feet or 4755.05 Sq. meters coming within Horamavu Sub Division Ward No. 25, and bounded on the:

East by : Byrathi Village Boundary  
 West by : Road  
 North by : Sy No. 34/1  
 South by : Sy No. 34/3, 34/4 and Sy No. 34/5



### **SCHEDULE 'E' PROPERTY**

(Description of the undivided share, right, title and interest agreed to be conveyed by the Developer to the Purchaser)

An undivided \_\_\_\_% (**\_\_\_\_\_ Percent**) share, right, title, claim and interest in the land comprised in the Schedule D Property equivalent to \_\_\_\_ square feet (five hundred and eight point zero seven square feet), together with all appurtenances whatsoever, whether situated on, below or above the surface.

### **SCHEDULE F PROPERTY**

(Description of the Residential Apartment agreed to be conveyed to the PURCHASER)

Apartment bearing \_\_\_\_\_, having Bruhat Bengaluru Mahanagara Palike Katha No. \_\_\_\_\_, situated on the Ground floor of the building constructed on the Schedule D Property, having a super built up area of \_\_\_\_ Square Feet (which is inclusive of the balconies and proportionate share in the common areas such as passages, lobbies, lifts, staircases and other area of common use), along with \_\_\_\_ covered car parking space bearing No. \_\_\_\_, situated in the basement floor and the apartment having R.C.C. roofing, vitrified flooring, teak wood main door and other doors having flush veneer shutters and UPVC windows, along with electricity, water and sanitary connection, together with all appurtenances whatsoever, whether situated on, below or above the surface.

### **SCHEDULE G**

(Rights of the purchasers)

The Purchaser after obtaining possession of the Schedule F Property shall have the following rights in respect of the Schedule F Property and the Schedule D Property:-

- a. Full right and liberty for the Purchaser and persons authorised or permitted by the Purchaser in common with all other persons entitled, permitted or authorised to the like right, at all times by day and night to go, pass and repass and to use the common areas inside and outside the building for ingress and egress.
- b. The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- c. The right to free uninterrupted passage of running water, gas and electricity from and to the building and to the unit allotted, through water courses, sewers, drains, conduits, cables and wires which may be passing through the building or any part thereof.
- d. The right to passage for the owners of units and the person/s authorised by them to the common areas of the said building and to the water tanks for c
- e. leaning, repairing or maintaining the same at all reasonable times.
- f. Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other owners of units in the building.



- g. Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.
- h. The right to the use of common open area around the building (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building.
- i. Absolute ownership and possession of the unit and car parking/s allotted / sold.
- j. Exclusive right and use of any portion of terrace area only if specifically allotted to the Purchaser.

### **SCHEDULE H**

#### **(RESTRICTIONS / OBLIGATIONS OF THE PURCHASER)**

The Purchaser after obtaining possession of the Schedule F Property shall have the following obligations towards the Developer and the other apartment owners:-

- a. Not to raise any construction in addition to the units allotted and not to demolish any walls in the units and not to make any civil construction in the units without obtaining the permission of the developer and / or the other owners in the building / association in writing and in particular shall not demolish any walls for relaying the water and sanitary pipes without obtaining the permission of the developer and / or the association.
- b. The unit owner shall become and remain a member of any society or association (hereinafter referred to as the association) to be formed by and consisting of all the apartment owners of the building for the purpose of attending to the matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of the building and to maintain the passages, compound walls and all other common areas and maintenance of the lifts, well, sump and tanks. The unit owner shall observe and perform the terms and conditions, Bye-laws and the Rules and Regulations prescribed by such association.
- c. The unit owner shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the building in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of repairing all common amenities such as common passages, paths, staircases etc., and to use the same as aforesaid and / or in accordance with the Rules and Regulations, Bye-laws and terms of the Association to be formed by or among the apartment owners in the building.
- d. The unit owner shall keep the common areas, open spaces, parking areas, passages, staircase, lifts, lobbies etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, nor will the unit owner use any of the common areas, common passage and common stair case either for storage or for use by their servants or for their personal use nor will they use such area for drying of clothes etc. and the unit owner shall not have any right over the terrace or any other areas specifically allotted to any other party or not specifically allotted to the unit owner herein.
- e. The unit owner shall keep the apartment walls, drains, pipes and other fittings in goods and habitable repair and condition and in particular so as to support and protect the



parts of the building, other than the apartment of the member and to carry out any internal works and repairs as may be required by the vendors and / or the association.

- f. The unit owner shall not make any additions or alterations or cause damage to any portion of the building or demolish or caused to be demolished the unit or any part thereof and the unit owner shall not to change the outside colour scheme, outside elevation/facade/decor of the building, otherwise than in a manner agreed to by the majority of the Apartment Owners.
- g. Not to use or permit the user of the unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.
- h. Not to use the space in the land left open after the construction of the building/s in a manner which might cause hindrance to the free ingress to or egress from any part of the said building.
- i. Not to park any vehicle at any place in the building other than in the allotted Parking area.
- j. Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other Apartments under the said scheme.
- k. Not to make any arrangement for the maintenance of the exterior of the said unit or the common amenities therein other than agreed to by the majority of owners of the units therein.
- l. Not to store in the said unit any goods which are hazardous, combustible, dangerous or considered objectionable by any authority or which are excessively heavy as to affect or damage the construction or structure of the said building.
- m. Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- n. Not to use or permit the use of the common passages, common staircases of common areas for storage, display boards, materials, etc. or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.
- o. Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and unbuilt upon.
- p. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or in the common areas of the building or on the Schedule D Property.
- q. Not to cause any nuisance or health hazard to the other occupants of the building.
- r. To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the owners of the apartments in the building.
- s. Not to use the terrace / open area specifically allotted to any other unit owner.
- t. Not to decorate the exterior of the building and/or the unit allotted otherwise than in a manner specified by the majority of the owners of units in the said building.



- u. Not to seek for partition of common facilities or services or the land covered in the Schedule D Property by metes and bounds but always shall enjoy the Schedule D Property as co-owners along with other co-owners.
- v. Not to use the unit allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health hazard to others.
- w. Not to put up advertisement boards, neon sign and other display materials at any place of the building in the Schedule D Property except at the previously designated location and also at the entrance door of the particular unit.
- x. No signboard, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the inside or outside the building and compound wall.
- y. Such other restrictions as may be agreed upon by the majority of the apartment owners / Association.

### **SCHEDULE I**

The Purchaser shall bear the proportionate share of the following expenses:-

- a) All rates and outgoing payable, if any, in respect of the Schedule D Property and the building thereon.
- b) The Purchaser shall pay duly and punctually, the proportionate share of the municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the building, including painting, whitewashing, cleaning etc., charges for repairs, replacement and maintenance of services like water, sanitation, electricity, lifts, generators, telephones, pump sets and other machinery, electrical lines common to the building, replacement of bulbs in the corridors and other common places, maintenance of potted plants in the building and all landscaped areas, maintenance of common amenities such as play areas etc., salaries of employees of the association, salaries and charges for watchmen and security systems and other expenses with regard to the building and the provision of any common service to the building as may be determined by the managing committee of the association from time to time and till such time by the Developer. The liability for such share shall commence from the date when the Apartment is ready for occupation, irrespective of whether the purchasers take possession thereof or not.
- c) As the Schedule F Property is only one of the Apartments constructed in the Schedule D Property, for maintaining uniformity and acceptable standards in the interest of the apartment owners the association formed by the apartment owners shall carry out the services mentioned in clause above and shall be entitled to the payment of such sums by the owners concerned as may be determined by the association from time to time and till such time to the Developer, as well as for any other common facilities provided in due course, unless otherwise determined by a majority of owners. The association will carry out the maintenance functions cited above by itself and till such time the maintenance shall be done by the Developer. All amounts towards maintenance etc., shall be deposited / paid by the Purchasers as evaluated, fixed and stipulated by the said association and till such time by the Developer.
- d) Should any party default in any payment of any due from any common expenses, benefits or amenities, the majority of owners of Units shall have the right to remove such common benefits or amenities including electricity and water connection from the defaulting



party's enjoyment which shall be reconnected to the Party after such arrears are cleared.

**ANNEXURE-A**

On Booking	2,00,000
On Signing of Agreement (less booking advance)	20%
On Completion of Second Basement Slab	5%
On Completion of First Basement Slab	5%
On Completion of Ground Floor Slab	5%
On Completion of First Floor Slab	5%
On Completion of Second Floor Slab	5%
On Completion of Third Floor Slab	5%
On Completion of Fourth Floor Slab	5%
On Completion of Fifth Floor Slab	5%
On Completion of Sixth Floor Slab	5%
On Completion of Seventh Floor Slab	5%
On Completion of Eighth Floor Slab	5%
On Completion of Ninth Floor Slab	5%
On Completion of Tenth Floor Slab	5%
On Completion of Block Work & Plastering	5%
On Completion of Flooring & Painting	5%
On Registration or Handing over	5%

**IN WITNESS WHEREOF**, the parties to this Agreement have affixed their respective signatures to this agreement to sell at Bangalore on the day, month and year first herein above mentioned in the presence of the below mentioned witnesses.

\_\_\_\_\_  
Land Owners  
(Represented by their POA holder)

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Purchaser

Witnesses:

1.

2.



