

THIS DOCUMENT CONSISTS OF 13 PAGES

Bk 7 8992 1 PAGES DOCUMENT No. 8992
17-18

AGREEMENT TO SELL

This **AGREEMENT** made at Bangalore on this the 5th day of January, Two Thousand & Eighteen (05-01-2018).



BETWEEN

Mr. Pranshul Rawat, son of **Mr. P.S. Rawat**, aged about 30 years, PAN: AOPPR8488G residing at S-10-206, Smondoville, Electronic City, Phase 2, Bangalore - 560100.

hereinafter referred to as "Purchaser" (which expression shall wherever the context so requires or admits, mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

M/s Arya Gruha Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at No.181, Ground Floor, Amarjyothi Layout, intermediate Ring Road, Domlur, Bangalore - 560 071 represented by its Director and authorized signatory, **Mr. Ramnarain C.K.**

hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors in title, administrators and assigns) of the **SECOND PART**;

And

1. **Mr. M. Manjunath**,
Aged about 55 years,
s/o late. Muniswamappa.H
(for self and his son Vineeth M, aged about 18 years and as KARTA of the HUF)

- 1.1. **Mrs. Roopa B**,
Aged about 50 years,
w/o Mr. M Manjunath,

- 1.2. **Mr. Mohith M**,
Aged about 27 years,
s/o Mr. M Manjunath,

For Arya Gruha Private Limited

Director

For Owners

Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

DUPLICATE ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ
(ನಿಯಮ 10-A)

ಶ್ರೀ /ಶ್ರೀಮತಿ Mr.Pranshul Rawat S/o Mr.P.S.Rawat , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಮುದ್ರಾಂಕ ಶುಲ್ಕ	500.00	Paid by Cash, Vide Document No.8992/2017-18, C.D.No.JPND 494, Dtd 05/01/2018
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ಜಿ.ಪಿ. ನಗರ

ದಿನಾಂಕ : 05/01/2018

Designed and Developed by C. DAC ACTS Pune.



ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

(ಜಿ.ಪಿ. ನಗರ)

ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.



I hereby Certify that on Production of Original Document I have Satisfied myself that the Stamp Duty of Rs 6030/- has been paid Vide Document No.JPN-1-08992/2017-18, C.D.No.JPND 494, Dtd 05/01/2018,

ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.

Nos. 1, 1.1, 1.2 are all residing at No. 72, "Vanasri", Vadeharapalya, Gottigere Post
Bangalore - 560 083.

hereinafter referred to as the "OWNER" or "LANDLORD" (which expression shall unless the context otherwise require include their respective heirs, legal representatives, successors, administrators and assigns) of the THIRD PART; who are all represented herein by their duly constituted Power of Attorney Holder M/s Arya Gruha Private Limited, represented by its Director and authorized signatory, Mr. Ramnarain C.K. constituted under a registered power of attorney dated. 30-03-2009 registered as document no. JPN-4-00411-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J.P.Nagar, Bangalore.

Whereas:

- I. Smt.Channamma, wife of late Kempanna @ Kempaiah conveyed the Property bearing Survey No.28/2 in favour of Sri. Hanumanthappa, son of Yarappa under a Deed of Sale dated 24.11.1962 (registered as Document No.5285/1962-63 of Book-I, Volume-355 at Pages 158 to 160 in the Office of Sub-Registrar Bangalore South Taluk)
- II. Sri. Hanumanthappa, son of Yarappa, his wife Smt. Seethamma and their eldest son Sri. H. Muniswamappa expired intestate, leaving behind Jayanna. H, son of late Hanumanthappa, Rukkamma, wife of late H.Muniswamappa and her children Premakumari.M, Saraswathi.M and Manjunath.M as the surviving legal heirs to succeed to the estate of the deceased.
- III. Pursuant to the death of Hanumanthappa, his son Sri. Jayanna.H and grandson Sri. M.Manjunath, son of late H. Muniswamappa were jointly registered as the kathedars of the Property bearing Survey No.28/2, along with other lands as reflected in Inheritance Register Extract bearing IHC No.23/1983-84.
- IV. Sri. H. Jayanna and Sri. M. Manjunath (grandson of late Hanumanthappa partitioned their joint family properties, which was recorded under a Memorandum of Partition dated 19.08.1986, wherein the Property bearing Survey No.28/2 was allotted to the share of Sri. M. Manjunath, son of late Muniswamappa under Item No.4 of the Subject 'B' of the Deed therein). Accordingly, Sri. M. Manjunath, son of late Muniswamappa was registered as the kathedar of the Property in the revenue records vide Mutation entry bearing MR No.45/2005-06.

For Arya Gruha Private Limited

Director

For Owners

Rep. by Arya Gruha Private Limited
G.P.A. Holder

Print Date & Time : 05-01-2018 03:22:27 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 8992

ಜಿ.ಪಿ. ನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 05-01-2018 ರಂದು 02:58:52 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	490.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	790.00

ಶ್ರೀ Mr.Pranshul Rawat S/o Mr.P.S.Rawat ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುಟುನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mr.Pranshul Rawat S/o Mr.P.S.Rawat			

ಸಹಿ ರವರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ..... ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ) ಬೆಂಗಳೂರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುಟುನ ಗುರುತು	ಸಹಿ
1	Mr.Pranshul Rawat S/o Mr.P.S.Rawat , (ಬರೆದುಕೊಂಡವರು)			
2	M/s Arya Gruha Private Limited Rep by Director & Authorized Signatory Mr.Ramnarain.C.K. (Developer) . (ಬರೆದುಕೊಂಡವರು)			 Director

ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ) ಬೆಂಗಳೂರು.



- V. M.Manjunath has obtained conversion of the Property bearing Survey No.28/2, measuring 2 Acres 10 Guntas from agricultural to non-agricultural residential purposes vide Order No.ALN.SR(SU)14/2007-08 dated 23.12.2009 issued by Deputy Commissioner, Bangalore District (which is hereinafter referred to as the **Schedule A Property**).
- VI. M.Manjunath and his family members, for their legal and family necessities, entered into a Joint Development Agreement dated 30-03-2009 (registered as Document No. JPN-1-06509-2008-09 and stored in CD No. JPND41 in the office of the Sub Registrar, J. P. Nagar, Bangalore) with M/s Arya Gruha Private Limited (hereinafter Developer) the Developer for developing the Schedule "A" Property by constructing Residential Apartments. H. Jayanna and his family members have executed the said Joint Development Agreement as Confirming Parties.
- VII. And whereas thereafter Mrs.Rukkamma, (mother to Manjunath and Mother-in-law to Roopa.B, and Grand Mother to Mohith.M and Vineeth.M) had expired on 3.12.2017 leaving her legal heirs, the owners or landlords herein.
- VIII. The Developer is entitled to 65% share in the land and building and the owners are entitled 35% share in the same as per the said Joint Development Agreement.
- IX. Pursuant to the aforesaid Joint Development Agreement, the Owners have executed a Power of Attorney dated 30-03-2009 in favour of the Developer for development of the property and sale of the Developers share of the apartments constructed on the property.
- X. The Developer has formulated a scheme for development of the Schedule "A" property and obtained a sanction from the Bruhat Bangalore Mahanagara Palike vide L.P.No.BBMP/AN/JN(NYD)/0540/2012-13 dated 24/10/2013 for construction of residential building.
- XI. The Developer, **out of its share**, has offered to sell to the Purchaser and the Purchaser has/have agreed to purchase, **454sft / 98010sft** undivided interest, more fully described in Schedule "B" herein and hereinafter referred to as the Schedule "B" property, for a consideration of Rs.4,54,000/- (Rupees Four Lakhs Fifty Four Thousand only) on 19/12/2017 and now this agreement being executed to record the terms of the same.

For Arya Gruha Private Limited


Director

For Owners


R.P. Arya Gruha Pvt. Ltd.
G.P.A. Holder


Pawar

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
3	Mr.M.Manjunath, (for Self and his Son Vineeth M and as Karta of the HUF, Mrs. Roopa B, and Mr.Mohith M all are Rep by their GPA Holder M/s Arya Gruha Private Limited Rep by Director & Authorized Signatory Mr.RamnaraIn.C.K (ಓರೆದುಕೊಡುವವರು)			For Owners Rep. by Arya Gruha Pvt. Ltd. G.P.A. Holder



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ಪಟ್ಟವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಪಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.





- XII. The Developer has offered to sell to the Purchaser and the Purchaser has/have agreed to purchase the fully constructed schedule C apartment along with the One Covered Car Park in the basement/stilt as per the terms mentioned under the agreement of construction for a consideration of Rs.55,76,000/- (Rupees Fifty-Five Lakhs Seventy Six Thousand only) and now this agreement being executed to record the terms of the same.
- XIII. The Developer has registered the project in Schedule A property with the Real Estate Regulatory Authority (RERA) of Karnataka, under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ACT) vide registration number PR000479.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

Article -1 CONSIDERATION

01. The Purchaser shall pay the Developer a sum of **Rs.60,30,000/- (Rupees Sixty Lakhs Thirty Thousand Only)** as set out in Annexure-I to this agreement towards the sale of undivided interest and the constructed schedule C Apartment along with the One Covered Car Park in the basement/stilt, BWSSB & BESCOM Deposit and expense/infrastructure account, Generator, Club Charges and includes GST as applicable today after deducting any advance already paid towards the Schedule C Apartment. Any variations in the statutory levies shall be borne by the Purchaser.
02. Interest at the rate of 12 % p. a shall be payable for delayed payments.

ARTICLE -2 AGREEMENT TO SELL

01. In consideration of the Purchaser paying the sale consideration of **Rs.60,30,000/- (Rupees Sixty Lakhs Thirty Thousand only)** to the Developer, the Owners and the Developer agrees to convey, grant and transfer unto the Purchaser the Schedule B Property subject to the terms and conditions mentioned herein.

For Arya Gruha Private Limited


Director

For Owners


Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder


Plawat.

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OK

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	M.Senthilkumar No.181, Ground Floor, Amarjyothi Layout, Intermediate Ring road, Domlur Bangalore-71	
2	Ravi Kumar.M. Konanakunte Bangalore-62	



ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್

ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.

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ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.

 1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು ನಂಬರ್ JPN-1-08992-2017-18 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ JPN494 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 05-01-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
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Designed and Developed by C-DAC, ACTS, Pune

ಹೆಚ್ಚುವರಿ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು.





02. The Purchaser agree/s to have an apartment (more fully specified in Schedule C hereunder) constructed proportional to the Schedule B property through the Developer herein as per the design for the entire area as per a separate agreement to be entered into with the Developer more fully specified in Schedule C hereunder.
03. The conditions mentioned in Annexure D of the Agreement to Construct the Schedule C Apartment dated 05/01/2018, relating to the use of the apartments, common areas, etc shall be deemed to be a part of this agreement.

ARTICLE-3 TIME FOR PERFORMANCE

01. The Owners and the Developer agree to execute and register the sale deed in respect of the Schedule B and C property in favour of the Purchaser on completion of obligation of the Purchaser under the Agreement of Construction dated 05/01/2018 and under this agreement.
02. The sale shall be completed within 6 months from this date, subject to scrutiny of the title documents by the Purchaser.
03. The Owners and the Developer agree to execute and register the sale deed in respect of the Schedule B and C property in favour of the Purchaser and shall upon the execution and registration of sale deed deliver the Original documents of title related to the Schedule B and C property to the Purchaser or to the Bank if purchaser avails home loan.

Article-4 REPRESENTATIONS AND WARRANTIES

01. The Owners represent that their title to the Schedule B property is clear and marketable, that there are no defects, encumbrances, liens, court decrees, lispendens, attachments, acquisitions, trust or tenancy of any nature whatsoever, claim of maintenance, charges and/or claims of what so ever nature and the same is free from any legal or other hindrances. In case of any legal claims by any other party other than mentioned in the agreement or any other legal charges regarding to land, owners shall be held responsible for clearing it.
02. The Owners represent that they have not entered into any other agreement to sell the Schedule B property with any other person/s.

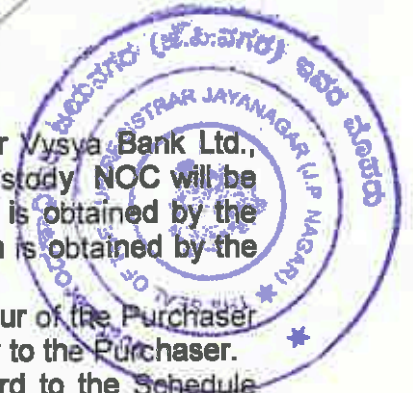
For Arya Gruha Private Limited

Director

For Owners

For Arya Gruha Pvt. Ltd.
G.P.A. Holder

Plawat



03. The Developer has obtained project loan from The Karur Vysya Bank Ltd., Jayanagar Branch, so original title deeds are in bank's custody. NOC will be obtained from the banker favouring the bank where loan is obtained by the Purchaser or in favour of the Purchaser if no housing loan is obtained by the Purchaser.
04. The Developer on the registration of the Sale Deed in favour of the Purchaser shall deliver vacant possession of the Schedule C Property to the Purchaser.
05. The Developer shall execute the Deed/s of Sale in regard to the Schedule Property either in favour of the Purchaser or his Nominee/ies on the same terms and conditions as contained in this deed.

Article 5 – TERMINATION

01. In the event the entire consideration not being paid as agreed to in Article 1 on the due dates, the Developer shall have the option to terminate this agreement and forfeit such sum as may be necessary from the advance paid to offset for the loss suffered due to non-discharge of obligations under this agreement.
02. The forfeiture as above said shall not affect the right of the Developer to claim damages from the Purchaser if the advance paid is not sufficient to cover the same.

Article 6 – MISCELLANEOUS

01. The Purchaser has prior to the execution hereof
 - Perused the aforesaid documents, caused the checks in the revenue Office and Corporation Office.
 - Inspected the Physical Condition and Location, status situation and topography of the Schedule Property.
 - The Purchaser having satisfied himself as regards the Physical condition the legal title and the revenue records in respect of the Schedule Property.
 - All the costs, charges and expenses for sale of the Schedule Property or any part/portion thereof including the Stamp Duty and Registration expenses and Legal fees in regard to the foregoing Agreement and deed of Sale shall be borne by the Purchaser alone and the Purchaser shall keep the Developer indemnified in that behalf.
 - The expenses relating to making out a good and marketable title with requisite clearances/permission shall be borne by the Developer.

For Arya Gruha Private Limited


Director

For Owners


Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder


Plaintiff



Article 7- CONSEQUENCES OF BREACH

01. In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this Contract and also recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the Party committing breach.

SCHEDULE 'A'

All that piece and parcel of residentially converted land vide the Special Deputy Commissioner Official Memorandum dated 23.01.2009 bearing No.ALN SR(S.U)14/2007-08 from agricultural to non-agricultural residential use comprised in **Survey No.28/2, BBMP Khatha No.12/12/28/2** situated at Kothnur Village, Uttarahalli Hobli, Bangalore South Taluk, measuring **2 Acres 10 Guntas** and bounded on the:

ON THE EAST	:	Land bearing Survey No.28/3;
WEST	:	Road
NORTH	:	Land bearing Survey No.28/1;
SOUTH	:	Village boundary of K.Halli Village;

SCHEDULE – 'B'

454/98010 sft of undivided right, title and interest in the Schedule-A property.

For Arya Gruha Private Limited


Director

For Owners


Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder


Plaintiff



SCHEDULE – 'C'

Apartment No.1C903, (2BHK) BLOCK NO.1 in the building called "ARYA HAMSA GRANDE" on the Eighth Floor, to be constructed on the Schedule 'A' property proportionate to the schedule B property having a super built up area (i.e. plinth area + proportionate share of common area) of 1245 sq.ft along with One Covered car park no.1C903 in the basement / Stilt.

**ANNEXURE I
Schedule of payment**

1	On 19/12/2017	2,00,000
2	On Agreement Execution	10,06,000
3	On Completion of Foundation	4,52,250
4	On Completion of Basement Roof slab	4,52,250
5	On Completion of Car Park Roof Slab	4,52,250
6	On Completion of ground floor slab	3,01,500
7	On Completion of 1st floor slab	3,01,500
8	On Completion of 2nd floor slab	3,01,500
9	On Completion of 4th floor slab	3,01,500
10	On Completion of 6th floor slab	3,01,500
11	On Completion of 8th floor slab	3,01,500
12	On Completion of Terrace Slab	3,01,500
13	On Completion of Block work of the unit	3,01,500
14	On Completion of Internal Plastering of the Unit	3,01,500
15	On Completion of Flooring of the Unit	3,01,500
16	On Completion of Painting	3,01,500
17	On registration / Possession	1,50,750
	Total	60,30,000
	(Rupees Sixty Lakhs Thirty Thousand Only)	

For Arya Gruha Private Limited

Director

For Owners

For Arya Gruha Pvt. Ltd.
G.P.A. Holder



IN WITNESS WHEREOF the Parties abovementioned have executed this agreement on the day, date and year first mentioned

For Owners

[Signature]
Rep. by Arya Gruha Pvt. Ltd.
G.P.A. Holder

Owners

(Represented by its Director and authorised signatory,
Mr. Ramnarain.C.K.)

[Signature]

Purchaser

For Arya Gruha Private Limited

[Signature]
Director

Developer

(Represented by its Director
and authorised signatory, Mr. Ramnarain.C.K.)

WITNESSES

1.

[Signature]
(Senthil Kumar.M)
1st, Grand Floor,
Anandiyathi Layout,
Intermediate Road
Pomlur, Bangalore-71.

2.

[Signature]
Ravi Kumar.M.
Channarayana
Bengaluru 62.

Drafted by

[Signature]
RAVI KUMAR
Govt. Licensed Document
DWL No.14/20
Bangalore Bar