



सत्यमेव जयते

BNG(U)-VRT 8414/2022-23/1-170

INDIA NON JUDICIAL

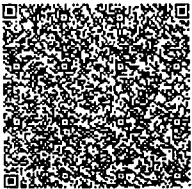
Government of Karnataka

e-Stamp

Certificate No. : IN-KA28469462374324U
 Certificate Issued Date : 13-Sep-2022 12:10 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ SHESHDRIPURAM/ KA-GN
 Unique Doc. Reference : SUBIN-KAKAKSFCL0869594205336397U
 Purchased by : M SOMASHEKAR AND OTHERS
 Description of Document : Article 5 Agreement relating to Sale of Immoveable property
 Description : AGREEMENT TO SELL
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : M SOMASHEKAR AND OTHERS
 Second Party : CLN PROPERTIES PVT LTD
 Stamp Duty Paid By : M SOMASHEKAR AND OTHERS
 Stamp Duty Amount(Rs.) : 20,000
 (Twenty Thousand only)

For Shri Mathaji Vividoddesha Souharda
 Sahakari Niyamitha

Authorised Signatory



Please write or type below this line

AGREEMENT TO SELL

For CLN Properties Pvt. Ltd.

(Director)

Ramani Shree
 Ramani Shree
 Ramani Shree

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.



Print Date & Time : 12-12-2022 03:05:04 PM

BNG(U)-VRT.....8414/12022-23/2-170

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ P-9074 8414
22-12-22

ವರ್ತಮಾನ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12-12-2022 ರಂದು 01:29:54 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	1050.00
	ಒಟ್ಟು :	1250.00

ಶ್ರೀ M/S C L N PROPERTIES PVT. LTD, Rep By its Managing Director, Mr. Sunil Dangi, S/o Somitra Singh Dangi ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S C L N PROPERTIES PVT. LTD, Rep By its Managing Director, Mr. Sunil Dangi, S/o Somitra Singh Dangi			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ ೬

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ..... ಮುಟ್ಟಿದ್ದಾಗಿ)
ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S C L N PROPERTIES PVT. LTD, Rep By its Managing Director, Mr. Sunil Dangi, S/o Somitra Singh Dangi (ಬರೆದುಕೊಂಡವರು)			
2	Mr M. SOMASHEKAR, S/o Late Mr. M. R. Muniswamy . (ಬರೆದುಕೊಂಡವರು)			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ ೬

BNG(U)-VRT.....8414/2022-23) 3-170

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ("THIS AGREEMENT") IS ENTERED INTO ON THIS THE 7TH DAY OF DECEMBER TWO THOUSAND TWENTY TWO (7/12/2022) AT BENGALURU BY AND BETWEEN:

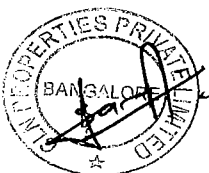
- 1) Mr. M. SOMASHEKAR, aged about 70 years, son of Late Mr. M. R. Muniswamy, residing at No.62/I - 106, 6th Main, Jayanagar 5th Block, Bangalore -560041, Karnataka, (AADHAR No344263717737) (PAN : AEPPS0017N) hereinafter referred to as the "FIRST PARTY", which expression shall unless excluded by or repugnant to mean and include his legal heirs, successors, legal representative and assigns, etc.
- 2) Mrs. RAMANI SHEKAR, aged about 62 years, wife of Mr. M. Somashekar, residing at No.62/I - 106, 6th Main, Jayanagar 5th Block, Bangalore -560041 ((AADHAR No.681528601567) (PAN : ABMPR1682A) hereinafter referred to as the "SECOND PARTY", which expression shall unless excluded by or repugnant to mean and include her legal heirs, successors, legal representative and assigns, etc.
- 3) Mr. KARTHIK SHEKAR, aged about 42 years, son of Mr. M. Somashekar, residing at residing at No.62/I - 106, 6th Main, Jayanagar 5th Block, Bangalore -560041, (AADHAR No 581997467180) (PAN : BBSPS5866C) hereinafter referred to as the "THIRD PARTY" which expression shall unless excluded by or repugnant to mean and include his legal heirs, successors, legal representative and assigns, etc.;
- 4) Mr. KAUSHIK SHEKAR, (AADHAR No 555120453665) (PAN : BEZPS2902B) aged about 39 years, son of Mr. M. Somashekar, residing at residing at No.62/I - 106, 6th Main, Jayanagar 5th Block, Bangalore -560041, hereinafter referred to as the "FOURTH PARTY" which expression shall unless excluded by or repugnant to mean and include his legal heirs, successors, legal representative and assigns, etc.;

The FIRST PARTY, SECOND PARTY, THIRD PARTY AND FOURTH PARTY herein are hereinafter jointly referred to as the "PARTIES OF THE FIRST PART" OF THE ONE PART;

AND

C L N PROPERTIES PVT. LTD. a company within the meaning of the Companies Act, 2013, bearing CIN: U45200KA2008PTC046246 and having its registered office at No.677, 1st Floor, 27th Main, 13th Cross, HSR Layout Sector 1, Bangalore, Karnataka- 560102, represented by its Managing Director Mr. Sunil Dangi (duly authorised in this behalf by Board Resolution dated:11/11/2022) hereinafter referred to as the "PARTY OF THE SECOND PART" which term, wherever context permits shall mean include its successors in title and assigns OF THE OTHER PART;

(The Parties of the First Part and the Party of the Second Part shall hereinafter be individually referred to as "Party" and collectively as "Parties").



1
Somashekar
Sunil Dangi
Somashekar

BNG(U)-VRT.....8014/2022-23/17-17-0

Whereas, the aforesaid Sri.M.R.Muniswamy died intestate on 30/10/1998 as duly evidenced by the Certificate issued by the Commissioner, Bangalore Mahanagara Palike, Bangalore leaving behind his wife Smt.Jayalakshamma and his sons Sri.Seetharam and Sri.Somashekar as his legal heirs;

Whereas, in the meanwhile, the aforesaid Smt.Shanthamma and others also filed a petition before the Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore against Smt.S.Jayalakshamma and others seeking partition in the immovable properties owned by late Sri.M.R.Muniswamy;

Whereas, the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore issued a order dated:06/04/1999 in Case No.RRT(Disputes).42/98-99 dismissing the petition filed by Smt.Shanthamma and her son,Sri.Nataraj as per the order in OS No.3081/1996 of 5th Addl. City Civil Court, Bangalore;

Whereas, aggrieved by the aforesaid orders of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore, the aforesaid Smt.Shanthamma and Sri.Nataraj filed an appeal in RA 43/1999-2000 before the Assistant Commissioner, Bangalore North Sub Division, Bangalore;

Whereas, the aforesaid Assistant Commissioner, Bangalore North Sub Division, Bangalore issued an order dated:26/04/2000 dismissing the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore on the grounds that the enquiry has not been conducted as per the provisions of Sections 123, 129 and Rules 65-70 of the Karnataka Land Revenue Act 1964 and remanded the same to the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore for a fresh enquiry;

Whereas, aggrieved by the orders of the Assistant Commissioner, Bangalore North Sub Division, Bangalore, the aforesaid Smt.S.Jayalakshamma and others filed a Revision Petition before the Court of the Special Deputy Commissioner, Bangalore District, Bangalore under the provisions of section 136(3) of the Karnataka Land Revenue Act 1964;

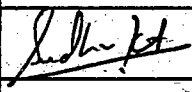
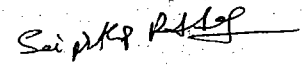
Whereas, the aforesaid Special Deputy Commissioner, Bangalore District, Bangalore issued an order dated:21/04/2001 in case No.REV.PETN.86/2000-01 setting aside the orders of the Assistant Commissioner, Bangalore North Sub-Division, Bangalore dated: 26/04/2000 and upholding the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore on the grounds that the said Assistant Commissioner has acted in excess of his competence and jurisdiction;

Whereas, aggrieved by the above order passed by the Special Deputy Commissioner, Bangalore District, Bangalore, the aforesaid Smt.Shanthamma and Sri.Nataraja filed a petition before the High Court of Karnataka, Bangalore in WP No.23367/2001 (KLR-RR/SUR) praying to quash the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore and order dated:21/04/2001 of the Special Deputy Commissioner, Bangalore District, Bangalore;



ಗುರುತಿಸುವವರು

BNG(U)-VRT... 8414/2022-23/6-17

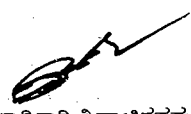
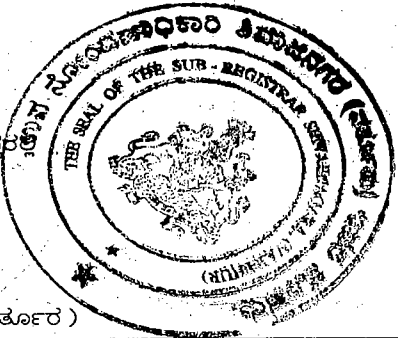
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Kannangi Sreshadri Sudhanva No: 8, Kannangi Shimoga -577226	
2	Bandrevu Sai Prathap Reddy No: 1/71, Narapureddy Varl Palli, Chhlekampalli, Anadhra Pradesh-516259	

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ರತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

I hereby certify that on production of the E Stamped Agreement of Sale Vide Certificate No.IN-KA28469462374324U , Dated.13/09/2022 , I have satisfied myself that the stamp duty of Rs.20000/- has been paid thereon.

Designed and Developed by C-DAC, ACTS, Pune

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ರತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

 1 ನೇ ಪ್ರಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ VRT-1-08414-2022-23 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ VRTD1363 ನೇ ದ್ವರ ದಿನಾಂಕ 12-12-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ವರ್ತೂರ)	
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Designed and Developed by C-DAC, ACTS, Pune

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ರತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

BNG(U)-VRT.....84/19...../2022-23/7770

Whereas, the aforesaid Sri.M.R.Muniswamy died intestate on 30/10/1998 as duly evidenced by the Certificate issued by the Commissioner, Bangalore Mahanagara Palike, Bangalore leaving behind his wife Smt.Jayalakshamma and his sons Sri.Seetharam and Sri.Somashekar as his legal heirs;

Whereas, in the meanwhile, the aforesaid Smt.Shanthamma and others also filed a petition before the Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore against Smt.S.Jayalakshamma and others seeking partition in the immovable properties owned by late Sri.M.R.Muniswamy;

Whereas, the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore issued an order dated:06/04/1999 in Case No.RRT(Disputes).42/98-99 dismissing the petition filed by Smt.Shanthamma and her son Sri.Nataraj as per the order in OS No.3081/1996 of 5th Addl. City Civil Court, Bangalore;

Whereas, aggrieved by the aforesaid orders of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore, the aforesaid Smt.Shanthamma and Sri.Nataraj filed an appeal in RA 43/1999-2000 before the Assistant Commissioner, Bangalore North Sub Division, Bangalore;

Whereas, the aforesaid Assistant Commissioner, Bangalore North Sub Division, Bangalore issued an order dated:26/04/2000 dismissing the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore on the grounds that the enquiry has not been conducted as per the provisions of Sections 123, 129 and Rules 65-70 of the Karnataka Land Revenue Act 1964 and remanded the same to the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore for a fresh enquiry;

Whereas, aggrieved by the orders of the Assistant Commissioner, Bangalore North Sub Division, Bangalore, the aforesaid Smt.S.Jayalakshamma and others filed a Revision Petition before the Court of the Special Deputy Commissioner, Bangalore District, Bangalore under the provisions of section 136(3) of the Karnataka Land Revenue Act 1964;

Whereas, the aforesaid Special Deputy Commissioner, Bangalore District, Bangalore issued an order dated:21/04/2001 in case No.REV.PETN.86/2000-01 setting aside the orders of the Assistant Commissioner, Bangalore North Sub-Division, Bangalore dated: 26/04/2000 and upholding the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore on the grounds that the said Assistant Commissioner has acted in excess of his competence and jurisdiction;

Whereas, aggrieved by the above order passed by the Special Deputy Commissioner, Bangalore District, Bangalore, the aforesaid Smt.Shanthamma and Sri.Nataraja filed a petition before the High Court of Karnataka, Bangalore in WP No.23367/2001 (KLK-RR/SUR) praying to quash the order dated:06/04/1999 of the Special Tahsildar, Krishnarajapura, Bangalore South Taluk (Addl), Bangalore and order dated:21/04/2001 of the Special Deputy Commissioner, Bangalore District, Bangalore;



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BNG(0)-VRT-8414/2022-23/8/17

Whereas, the aforesaid Smt.S.Jayalakshamma, Sri.M.Sitharam, Sri.M.Somashekar, Smt.Ramani Shekar executed a Deed of Family Partition dated: 21/08/2002 amongst themselves, which has been duly registered as Document No.2404/2002-03 in Book-I, stored in CD No.20 with the Sub-Registrar, Basavanagudi, Bangalore under the terms of which agricultural land measuring an extent 14 Acres 17 Guntas and 2 Acres 25 Guntas of the Kharab land comprised in Sy. Nos.96, 96/1 and 96/2 of Kodathi Village, Varthur Hobli, Bangalore South Taluk was allotted to the share of Sri.M.Somashekar;

Whereas, the aforesaid Smt.Jayalakshamma died intestate on 09/03/2006 as duly evidenced by the Certificate of Death dated: 14/03/2006 issued by the Health Officer, Birth and Death Division, Hombegowdanagar Range, Bangalore Mahanagara Palike, Bangalore;

Whereas, the High Court of Karnataka, Bangalore issued an order dated:29/03/2006 dismissing the Writ Petition filed Smt.Shanthamma and Sri.Nataraj in WP No.23367/2001 (KLR-RR/SUR) against the Special Tahsildar and others;

Whereas, pursuant to the aforesaid dated:29/03/2006 in WP No.23367/2001 (KLR-RR/SUR), the Khatha in respect of the land measuring an extent of 11 Acres 37 Guntas in Sy.No.96/1 and 10 Guntas in Sy.No.96/2 of Kodathi Village, Varthur Hobli, Bangalore South Taluk was transferred in the names of Smt.Jayalakshamma and others as duly evidenced by the extract from Mutation Register bearing MR.No.1/2006-07 dated: 22/07/2006 issued by the Revenue Inspector, Varthur Hobli, Bangalore East Taluk;

Whereas, aforesaid Sri.M.Somashekar, Smt. Ramani Shekar, Sri.Karthik Shekar and Sri.Kaushik Shekar desired to convert the land measuring an extent of 11 Acres 37 Guntas forming a part of Sy. No.96/1 of Kodathi Village, Varthur Hobli, Bangalore East Taluk from agricultural to non-agricultural commercial uses and purposes, applied for the same before the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore;

Whereas, pursuant to the application filed by Sri.M.Somashekar, Smt. Ramani Shekar, Sri.Karthik Shekar and Sri.Kaushik Shekar and on payment of conversion fine, the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore issued an Official Memorandum dated: 22/12/2008 bearing No.ALN.(E.V.H.) SR/418/2007-08 granting conversion of land measuring an extent of 11 Acres 37 Guntas forming a part of Sy.No.96/1 of Kodathi Village, Varthur Hobli, Bangalore East Taluk (exclusive of an extent of 4 ½ Guntas of the 'B' Kharab comprised therein) from agricultural to non-agricultural commercial uses and purposes;

Whereas, the SRI.M.SOMASHEKAR, represents that the aforesaid property was allotted to his share in the partition effected between himself and his family members in terms of the Partition Deed dated: 21/08/2002 registered as Document No.2404/2003-03 in Book-I, stored in CD No.20 with the Sub-Registrar, Basavanagudi, Bangalore and since then the aforesaid Sri.M.Somashekar started enjoying the aforesaid property along with his wife and children, as absolute Owners and all the revenue records disclose the name of the aforesaid Sri.M.Somashekar as the Owners of the said Property;



[Signature]
Ramani Shekar

[Signature]
Karthik Shekar

[Signature]

BNG(U)-VRT 84/4/2022-23/9.17

Whereas, later the aforesaid Sri.M.Somashekar on securing title to the aforesaid property have obtained conversion of an extent of 11 Acres 37 Guntas (exclusive of 4 ½ Guntas of 'B' Kharab comprised therein) out of the total extent of 16 Acres 23 Guntas (inclusive of 2 Acres 25 Guntas of Kharab land comprised therein) comprised in Sy.No.96/1 of Kodathi Village for non agricultural commercial uses and purposes as mentioned above, the said portion of the aforesaid property has become fit for commercial uses and purposes and the balance extent of about 2 Acres 25 Guntas of land (inclusive of 2 Acres 20 ½ Guntas of Kharab land comprised therein) in the aforesaid Property is still an agricultural land which is capable of being converted to non agricultural uses and purposes;

Whereas, the partition suit in OS No.3081/1996 on the file of the XVIII Additional City Civil Judge, Bangalore filed by Smt.Shanthamma and others against Sri.M.Seetharama and others was dismissed vide order dated:03/01/2009;

Whereas, Smt.Shanthamma and other had filed O.S.No.629/2005 against Jaylakshamma and others and the said suit was dismissed;

Whereas, Smt.Shanthamma and another had challenged the said decree passed in O.S.No.629/2005 and O.S.No.3081/1996 in RFA 286/2009 C/W RFA. 374/2009 and the same was compromised;

Whereas, in terms of the compromise decree in RFA.286/2009 C/W RFA 374/2009 various obligations have arisen and it is clearly understood that CLN properties shall have no obligations what so ever in connection with the decree so passed;

Whereas, thereafter Sri.M.Somashekar, Smt. Ramani Shekar, Sri.Karthik Shekar and Sri.Kaushik Shekar, the PARTIES OF THE FIRST PART had entered into a Joint Development Agreement dated: 24/09/2009 (JDA-1) with CLN PROPERTIES PVT.LTD, the PARTY OF THE SECOND PART herein, which has been duly registered as Document No.2443/2009-10 in Book-I, stored in CD No.VRTD51 with the Senior Sub Registrar, Varthur pertaining to the development of lands admeasuring in the aggregate 14 Acres 37 Guntas comprised in Sy. Nos.96, 96/1, 96/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk;

Whereas, pursuant to the execution of the aforesaid JDA-1, the aforesaid Sri.M.Somashekar, Smt. Ramani Shekar, Sri.Karthik Shekar and Sri.Kaushik Shekar, executed a General Power Attorney dated: 24/09/2009 appointing the CLN Properties Pvt.Ltd herein as their Attorney which has been registered as Document No.132/2009-10 in Book-IV, stored in CD No.VRTD51 with the Senior Sub Registrar, Varthur;

Whereas, the aforesaid Sri.M.Somashekar, Smt. Ramani Shekar, Sri.Karthik Shekar and Sri.Kaushik Shekar, thereafter executed a Revenue Sharing Agreement dated: 24/09/2009 with the CLN Properties Pvt. Ltd (RSA-1), which has been duly registered as Document No.2455/2009-10 in Book-I, stored in CD No.VRTD51 with the Senior Sub Registrar, Varthur pertaining to the development of the lands admeasuring in the aggregate 14 Acres 37 Guntas comprised in Sy. Nos.96, 96/1, 96/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk;



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BNG(U)-VRT.....10/22/2022-23/10-17

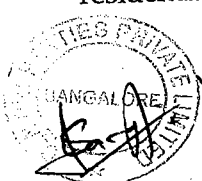
Whereas, due to certain reasons, the PARTY OF THE SECOND PART could not take up the development works on the aforesaid property, the PARTIES OF THE FIRST PART along with the PARTY OF THE SECOND PART and VS Infra Private Limited (now known as 'Ramsons Vikram Private Limited') had entered into a Supplementary Agreement dated: 07/10/2016 under the terms of which the parties to the said Supplementary Agreement agreed to cancel the Joint Development Agreement, General Power of Attorney and the Revenue Sharing Agreement all dated: 24/09/2009 and further agreed that the rights of development of the property in question shall be transferred to VS Infra Private Limited;

Whereas, pursuant to the above, the PARTIES OF THE FIRST PART and the PARTY OF THE SECOND PART executed a Deed of Cancellation dated: 07/10/2016, which has been duly registered as Document No. MDP-1-04415-2016-17 in Book-I, stored in CD No. MDPD189 with the Addl. Sub-Registrar, Mahadevapura, under the terms of which the Joint Development Agreement dated: 24/09/2009 entered into between them was duly cancelled;

Whereas, further, the PARTIES OF THE FIRST PART along with the PARTY OF THE SECOND PART executed a Deed of Cancellation dated: 07/10/2016 which has been duly registered as Document No. MDP-1-04416-2016-17 in Book-I, stored in CD No. MDPD189 with the Addl. Sub-Registrar, Mahadevapura, under the terms of which the Revenue Sharing Agreement dated: 24/09/2009 entered into between them was duly cancelled;

Whereas, the PARTIES OF THE FIRST PART executed a document named as "Revocation of General Power of Attorney" dated: 07/10/2016 which has been duly registered as Document No. MDP-4-00164-2016-17 in Book-IV, stored in CD No. MDPD189 with the Addl. Sub-Registrar, Mahadevapura, under the terms of which the General Power of Attorney dated: 24/09/2009 executed in favour of the PARTY OF THE SECOND PART was duly revoked;

Whereas, thereafter, the PARTIES OF THE FIRST PART executed a Joint Development Agreement dated: 07/10/2016 with VS Infra Private Limited (JDA-2), which has been duly registered as Document No. MDP-1-04417-2016-17 in Book-I, stored in CD No. MDPD189 with the Addl. Sub-Registrar, Mahadevapura, in which CLN Properties Pvt. Ltd. has joined as a Confirming Party, under the terms of which, Sri.M.Somashekar and others offered the property measuring an extent of about 3 Acres (inclusive of 2 Acres 25 Guntas of Kharab land) and another extent of commercially converted lands measuring 11 Acres 37 Guntas forming a part of Sy. Nos. 96/1 of Kodathi Village, Varthur Hobli, Bangalore South Taluk (now Bangalore East Taluk) which is more particularly described in the Schedule A hereunder and hereinafter referred to as the "Schedule A Property", for a mixed development to VS Infra Private Limited, in which the PARTIES OF THE FIRST PART, became entitled to 30.5 % of the saleable super built up area in the form of residential/commercial buildings together with proportionate common amenities, facilities, infrastructure, car parking spaces, terrace and garden areas and VS Infra Private Limited, herein become entitled to 55% of the saleable super built up area in the form of residential/commercial buildings together with proportionate common amenities, facilities, infrastructure, car parking spaces, terrace and garden areas and the PARTY OF THE SECOND PART become entitled to the balance 14.5% of the saleable super built up area in the form of residential/commercial buildings together with proportionate common amenities, facilities,



amoni sub...

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infrastructure, car parking spaces, terrace and garden areas and it was agreed that the entire cost of development of the Schedule A property will be borne by VS Infra Private Limited;

Whereas, pursuant to the execution and registration of the Joint Development Agreement as mentioned above, the PARTIES OF THE FIRST PART also executed a General Power of Attorney dated: 07/10/2016 appointing VS Infra Private Limited, as their Attorney, which has been registered as Document No. MDP-4-00165-2016-17 in Book-IV, stored in CD No.MDPD189 with the Sub-Registrar, Mahadevapura, by means of which VS Infra Private Limited was authorised and empowered to deal with the aforesaid Schedule A Property by developing the same into a residential/commercial development including the sale, lease, mortgage, or otherwise as per the terms of the Development Agreement dated: 07/10/2016;

Whereas, since VS Infra Private Limited could not develop the Schedule A Property and in view thereof, the PARTIES OF THE FIRST PART and VS Infra Private Limited, executed a Deed of Cancellation dated:03/10/2019, which has been duly registered as Document No. MDP-1-05466-2019-20 in Book-I, stored in CD No.MDPD453 with the Additional Sub-Registrar, Mahadevapura, Bangalore on 04/10/2019 under the terms of which the Joint Development Agreement dated: 07/10/2016 entered into between them has been duly cancelled.

Whereas, the PARTY OF THE SECOND PART is not a party to the aforesaid Deed of Cancellation dated: 03/10/2019 and therefore,

Whereas, the PARTY OF THE SECOND PART filed a Suit against the PARTIES OF THE FIRST PART and VS Infra Private Limited in O.S.NO.1643 OF 2019 before the Hon'ble Principal Civil Judge, Bengaluru Rural District, Commercial Court, at Bengaluru challenging the aforesaid Deed of Cancellation dated:03/10/2019 and praying for various reliefs as stated therein;

Whereas, the Parties hereto have filed a Compromise Petition in O.S.NO.1643 OF 2019 before the Hon'ble Principal Civil Judge, Bengaluru Rural District, Commercial Court, at Bengaluru wherein they have applied to the said Court to dispose the Suit in terms of the Compromise Petition;

Whereas, the PARTIES OF THE FIRST PART have represented to the PARTY OF THE SECOND PART that since the development of the entire Schedule A Property is not possible as on date, the PARTIES OF THE FIRST PART now either by themselves or through a Special Purpose Vehicle promoted by them or through any other Developer/s propose to develop a portion of the Schedule A Property measuring an extent of about 6 Acres 18 Guntas which is more particularly described in the Schedule B hereunder, hereinafter referred to as the "Schedule B Property and demarcated as ABCDA and marked in red colour boundary line in the plan annexed hereto as Annexure "A" hereunder into a residential complex comprising of residential apartments of different dimensions contained in one or more block with common areas, amenities and facilities attached thereto, hereinafter referred to as the "Project" while retaining the ownership of an extent of 8 Acres 19 Guntas (inclusive of Kharab comprised therein) which forms the remaining portion of the Schedule A Property which is more particularly described in the Schedule C hereunder and hereinafter referred to as the "Schedule C Property";



Signature of [Name] dated 11/11/2022

Signature of [Name]

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WHEREAS, the PARTIES OF THE FIRST PART hereby confirm that the Schedule B Property does not include any portion of kharab land and all costs with respect to the regularization and conversion of the kharab land forming a part of the Schedule A Property shall be solely borne and paid by the PARTIES OF THE FIRST PART subject to the provisions enumerated in Clause 4 below;

Whereas, the PARTY OF THE SECOND PART, has made payments to the PARTIES OF THE FIRST PART and incurred expenditure on the development as proposed under the JDA-1 and RSA -1 as follows:

- a) a sum of Rs.4,84,00,000/- (Rupees Four Crores Eighty Four Lakhs only) to the PARTIES OF THE FIRST PART as a refundable deposit at the time of entering into the aforesaid JDA-1.
- b) the PARTY OF THE SECOND PART have incurred an amount of Rs.17,19,98,920/- (Rupees Seventeen Crores Nineteen Lakhs Ninety Eight Thousand Nine Hundred and Twenty only) till date on consolidating the title and carrying out expenditure relating to levelling the Schedule A Property, earmarking its boundaries, carrying out a comprehensive survey of the Schedule A Property, erecting a site office and providing necessary security for the Schedule A Property, submitting applications for issue of the necessary NOC's and clearances for submitting the plan for sanction.

Whereas, in lieu of the aforesaid aggregate sum of Rs.22,03,98,920/- (Rupees Twenty Two Crores Three Lakhs Ninety Eight Thousand Nine Hundred and Twenty only) paid by the PARTY OF THE SECOND PART till date to and for the benefit for the PARTIES OF THE FIRST PART as enumerated above, PARTIES OF THE FIRST PART have *inter-alia* agreed to sell to the PARTY OF THE SECOND PART, 25% (twenty-five per cent) undivided share, right, title and interest in the Schedule B Property proposed to be developed by the PARTIES OF THE FIRST PART which is more particularly described in the Schedule D hereunder and hereinafter referred to as the "Schedule D Property";

Whereas the aforesaid aggregate sum of Rs.22,03,98,920/- (Rupees Twenty Two Crores Three Lakhs Ninety Eight Thousand Nine Hundred and Twenty only) paid by the PARTY OF THE SECOND PART will be treated as payment of full payment of the total sale price and consideration for the purchase of the Schedule D Property and these presents;

Whereas, in view of the aforesaid, the Parties are desirous of reducing to writing the terms and conditions as mutually agreed between them as set out hereunder.

NOW IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In pursuance of the foregoing, the PARTIES OF THE FIRST PART hereby agrees to sell to and in favour of the PARTY OF THE SECOND PART and/or its nominees in full and final settlement, the Schedule D Property for a total sale price and consideration of Rs.22,03,98,920/- (Rupees Twenty Two Crores Three Lakhs Ninety Eight Thousand Nine Hundred and Twenty only) free from encumbrances, liens or charges of whatsoever nature on the terms and conditions contained in this Agreement, which has been fully



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paid/discharged by the PARTY OF THE SECOND PART in the manner enumerated in this Agreement, the receipt of which the PARTIES OF THE FIRST PART hereby jointly and severally acknowledge and from the same and every part thereof acquit release and discharge the PARTY OF THE SECOND PART.

2. The PARTIES OF THE FIRST PART hereby confirm that the Schedule B Property does not include the kharab land and all costs with respect to the regularisation and conversion of the kharab land forming part of the Schedule A Property shall be solely borne and paid by the PARTIES OF THE FIRST PART only, save and except, in the circumstance set out in Clause 4 below.
3. It is expressly clarified that the PARTIES OF THE FIRST PART shall have the right to develop the Project proposed on the Schedule B Property either by themselves or through any other Developer/s or through an SPV formed for the specific purpose with any other person/s and the PARTY OF THE SECOND PART agrees and consents to the same and upon such proposal being finalized, the Parties hereto shall execute such writing/s as may be required with such Developer/s.
4. THE PARTIES OF THE FIRST PART agree and undertake to obtain the plan sanction and other clearances required for the Project from the various statutory authorities and other agencies on or before a period of eighteen (18) months from the date of this Agreement subject to conditions of Force Majeure, this being an obligation on the part of the PARTIES OF THE FIRST PART, time being of essence of this Agreement. It is clearly agreed to between the Parties that in case for any reason whatsoever save and except due to any condition of Force Majeure, if the PARTIES OF THE FIRST PART fail to obtain the plan sanction and other clearances required for the Project from the various statutory authorities and other agencies and commence development of the Project on or before a period of eighteen (18) months from the date of this Agreement it shall be treated as a default on the part of the PARTIES OF THE FIRST PART and in the event of such default, the PARTY OF THE SECOND PART, shall without prejudice to all other rights and remedies available under this Agreement and/or applicable laws be entitled to 1/3rd undivided share, right, title and interest in the entire land comprised in the Schedule A Property in lieu of the sale price and consideration recorded under this Agreement which has been fully discharged by the PARTIES OF THE FIRST PART as enumerated above. Further, in the event of the PARTY OF THE SECOND PART becoming entitled as aforesaid to 1/3rd undivided share, right, title and interest in the entire land comprised in the Schedule A Property which is more particularly described in Schedule E hereunder and hereinafter referred to as "Schedule E Property", then, and in such event the PARTY OF THE SECOND PART agrees to bear 1/3rd of the expenses relating to the consolidation of the title and regularization of Kharab in respect of the Schedule A Property, which 1/3rd expenses to be borne by the PARTY OF THE SECOND PART, shall not exceed Rs.8,50,00,000/- (Rupees Eight Crores Fifty Lakhs only).
5. Notwithstanding the fact that the PARTY OF THE SECOND PART is entitled to undivided share, right, title and interest in the Schedule A Property or Schedule B Property as enumerated in this Agreement, they shall not seek partition or separate possession of the



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said undivided share, right, title and interest agreed to be sold to them at any point of time whatsoever.

6. It is hereby clarified that in the event of the PARTY OF THE SECOND PART becoming entitled to the Schedule E Property in the manner set out in the Clause 4 hereinabove, all provisions and references in this Agreement with respect to the Project shall be deemed to mean the Project to be developed on the entire Schedule A Property and the entitlement of the PARTY OF THE SECOND PART under this Agreement shall be deemed to mean and include Schedule E Property.
7. It is clearly agreed to between the parties that for the purpose of this Agreement "Force Majeure" shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by nature, epidemic or pandemic declared as a Force Majeure event resulting in a lockdown imposed by the Government as a result of which the PARTIES OF THE FIRST PART or the Developer appointed by them or through a Special Purpose Vehicle (SPV) promoted by the PARTIES OF THE FIRST PART is unable to perform the obligations herein and/or develop the Project.
8. The PARTY OF THE SECOND PART hereby agrees not seek partition or separate possession of the Schedule D Property at any point of time whatsoever.
9. The PARTY OF THE SECOND PART shall have the right to nominate any other person/s and assign all or any of its rights under this Agreement either in whole or in part to one or more person/s on the terms and conditions as it deems fit. The PARTIES OF THE FIRST PART shall duly recognize such nomination made by the PARTY OF THE SECOND PART and execute such agreements/documents/ deeds including the Sale Deeds as and when called for by the PARTY OF THE SECOND PART in this regard without charging and/or levying any additional consideration, charge, cost or expense, etc. of any nature whatsoever.
10. The Parties of the First Part do hereby agree and undertake that they shall obtain a plan sanction for the proposed Project from the Bangalore Development Authority (BDA) within Eighteen (18) months from the date of signing this Agreement. In the event of failure of the PARTIES OF THE FIRST PART in performance of the aforesaid milestone, the consequences of default as mentioned in Clause 4 above shall follow.
11. The obligations contained herein and/or as imposed by virtue of these presents shall be binding on the PARTIES OF THE FIRST PART or anyone who may claim under them and PARTIES OF THE FIRST PART shall inform every person with whom they deal with respect to the Schedule A Property about these presents, the rights of the PARTY OF THE SECOND PART in the Project and the same shall be binding not only upon the PARTIES OF THE FIRST PART but also upon any person claiming by under through or in trust for the PARTIES OF THE FIRST PART or any of them and the PARTIES OF THE FIRST PART hereby agree and undertake that save and except the development of the Project in the manner envisaged herein, the PARTIES OF THE FIRST PART shall not be entitled to transfer, sell and/or dispose of in any manner whatsoever the entire Schedule A Property and/or any part thereof.



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12. The PARTIES OF THE FIRST PART shall communicate to the PARTY OF THE SECOND PART the steps taken to fulfil their obligations mentioned herein and the clearances obtained and a communication as to the developments shall be given at least once in two months.
13. The expenses relating to the registration such as Stamp Duty and registration fees etc., towards registering of this Agreement to Sell shall be borne by the PARTY OF THE SECOND PART only.
14. In addition to the other rights under the law to recover losses, damages and costs, each of the Parties herein have against the other in relation to any non - compliance by the other party of any of the terms and conditions set out herein, each of Parties shall have the right to enforce the specific performance of this Agreement against the other.
15. The Courts at Bangalore, Karnataka shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this Agreement.

SCHEDULE A PROPERTY

All that piece and parcel of the immovable property being commercially converted land measuring an extent of about 14 Acres 37 Guntas comprised in Survey Nos. 96, 96/1 and 96/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk) (converted vide Official Memorandum dated: 22/12/2008 bearing No.ALN(E.V.H.) SR/418/2007-08, issued by the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore and bounded on the :

- East by : Sheshaiah Kere Road
West by : Haadu Siddapura Road and Private Property
North by : Sarjapura Road
South by : Properties comprised in Sy.Nos.95 and 199 of Kodathi Village

SCHEDULE B PROPERTY

All that piece and parcel of the undeveloped commercially converted land measuring an extent of about 6 Acres 18 Guntas comprised in a part of Sy.No.96/1 of Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk) (converted vide Official Memorandum dated: 22/12/2008 bearing No.ALN(E.V.H.) SR/418/2007-08, issued by the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore and demarcated as ABCDA and marked in red colour boundary line in the plan annexed hereto as Annexure "A" and bounded on the:

- East by : Sheshaiah Kere Road
West by : Remaining portion of the Schedule A Property.
North by : Sarjapura Road
South by : Properties comprised in Sy.Nos.95 and 199 of Kodathi Village



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SCHEDULE C PROPERTY

All that piece and parcel of the immovable property being commercially converted land measuring an extent of about 8 Acres 19 Guntas (inclusive of Kharab comprised therein) comprised in the Survey Nos. 96, 96/1 and 96/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk) (converted vide Official Memorandum dated: 22/12/2008 bearing No.ALN(E.V.H.) SR/418/2007-08, issued by the Special Deputy Commissioner (Revenue), Bangalore District, Bangalore and bounded on the :

- East by : Schedule B Property
West by : Haadu Siddapura Road and Private Property
North by : Sarjapura Road
South by : Properties comprised in Sy.Nos.95 and 199 of Kodathi Village

SCHEDULE D PROPERTY

25% (twenty-five per cent) undivided share, right, title and interest in the Schedule B Property.

SCHEDULE E PROPERTY

1/3rd (One third) undivided share, right, title and interest in the Schedule A Property.

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IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR RESPECTIVE
SIGNATURES TO THIS AGREEMENT TO SELL ON THE DAY, MONTH & YEAR
HEREINABOVE FIRST MENTIONED IN THE PRESENCE OF THE UNDERMENTIONED

WITNESSES:

[Signature]
Bangalore,

[Signature]
Anantakali,
Dargach 560022.

PARTIES OF THE FIRST PART

[Signature]
Mr. M. SOMASHEKAR

[Signature]
Mrs. RAMANI SHEKAR

[Signature]
Mr. KARTHIK SHEKAR

[Signature]
Mr. KAUSHIK SHEKAR

PARTY OF THE SECOND PART

For CLN PROPERTIES PVT.LTD.,



[Signature]

(Sunil Dangi)
Managing Director

DRAFTED BY SELF

[Signature]

