# : AGREEMENT OF SALE:

THIS DEED	OF SAL	E IS M	IADE AND EX	KECUT	ED ON THIS T	THE	DAY	OF
	<b>YEAR</b>	<b>TWO</b>	<b>THOUSAND</b>	<b>AND</b>	TWENTY-THI	REE (_/0_	/2023)	AT
BENGALURU	J:							

:<u>BY</u>:

# 1. MR. ASHOK KUMAR,

Aged about 50 years, S/o. Late Ram Kumar, R/at t'Io.407, Shri Krishna Nest, 7th Cross, Ramagondanahalli, Varthur Road, Bangalore - 560 066. PAN: ANBPK696OD AADHAR NO: 8751 3355 3386.

# 2. MR. VED PRAKASH,

Aged about 63 years, S/o. Sri Govind Singh R/at Flat No. B2/405, Tulip Building, Gulmohar Park View Society, Kharadi, Pune - Maharashtra. PAN: AASPP6829Q AADHAR NO: 9672 2459 3757.

# 3. MR. RAKESH KUMAR,

Aged about 44 years, S/o. Sri M. P. Mandal R/at H.NO. 2O4, Type 3, Karkardooma Courts Complex, Delhi-110032 PAN: BAUPK9533R AADHAR NO: 8650 5027 441O.

# 4. MR. PRIYA RANJAN PADHI

For, M/s. Novalife Innovative Structures LLP,

Aged About 39 Years S/O SRI Pramod Kumar padhi R/a No.008, Gaganlake view View Apartment, Vijay Vihar Layout, Kodigehalli Main Road, Hoodi, Bangalore-560048 Pan:- AQTPPlO96Q

AADHAR NO: 8441 1451 1290.

# 5.MR. VEERAIAH K.M,

Aged about 48 years, S/O Sri Somaiah KM R/At No 12(168/2). 1st Floor 7th Cross Shiva Temple Road Gururaja Layout, Doddanekkundi, Bangalore-560037. PAN: AGEPKO64OG

AADHAR NO: 7270 0614 3011.

#### 6. MR. GUNDURAO V PADA,KI,

Aged about 62 years, S/o" Late Sri VenkateshPadaki,

R/at 8-405, Purvi Mithila Apartment, Victorian Meadows Road,

Munnekollala, Bengaluru-560037.

PAN: ACOPPO46TA

AADHAR NO: 4227 8523 5364.

# 7. MR. RAMESHA VARNA B,

Aged about 47 years, S/o. Sri Venkatesha Varna B

R/at Flat No. B-103, Rajni Ashish Apartment, B Block, Near Vibgyor

High School, Tubarahalli, Bangalore-560066.

PAN: AAQPVL574Q,

AADHAR NO: 7730 7084 5259.

# 8. MR. KARTHICK RAJARAM,

Aged about 39 years, S/o. Sri N. Rajaram,

For, M/s. Novalife Innovative Structures LLP,

R/at Flat No, 103, Prime Orchids Apartment, 5th Main, Malleshpalya, Bangalore-560075.

PAN: AGVPR3874L

AADHAR NO: 9222 7285 6724

Represented by GPA holder MR. C. RADHA.

# 9. MR. VENKATA SUBASH BATHULA,

Aged about 37 years,

S/o. Sri RambabuBathula

R/at D No.2-49, Maruthi Nagar, Nadakuduru, East Godavari District,

Andhra Pradesh-5330 16.

PAN: AGIPV4835C

AADHAR NO: 9083 9881 0354.

#### 10. MR. RAHUL KUMAR,

Aged about 36 years,

S/o. Sri RajkumarDhiman

R/at No. G2, Swagath Homes, Kempanna Road, 1't A Main, Vignana Nagar, Bangalore-560037.

PAN: BBNPK9284R

AADHAR NO: 8497 5364 3070.

# 11. MR. GOURAV SONI,

Aged about 28 years,

S/o. Sri Bhawani Shankar Soni

R/at No. E-t45, Swarnkar Colony, Nehru Nagar, Panipech, Jaipur, Rajasthan-3020 16.

PAN: EUZPS7429Q

AADHAR NO: 9016 9064 6746.

# 12. MR. RATIKANTA PRADHAN,

Aged about 38 years,

S/o. Sri Daitari Pradhan

R/at No. Flat No A-107,

Fortuna White Wings Apartment,

Vibhutipura, Near Basava Nagar Bus Stand,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Bangalore-560037. PAN: ASVPP6314M

AADHAR NO: 7586 9581 7855.

# 13. MR. ANANTA NARAYAN PRADHAN,

Aged about 30 years, S/o. Sri Daitari Pradhan

R/at: At/Po - MahidharPur, Via - Hindol, Dist - Angul,

Odisha- 759022. PAN: BLQPP9481G

AADHAR NO: 7237 7236 5075.

# 14. MR. JEEVAN KURIAKOSE,

Aged about 31 years,

S/o. Mr, Kuriakose P.V.

R/at ADA SH-6A, Room No.6,

DRDO Township Phase 2, Kaggadasapura,

V Raman Nnagar, Bangalore-560093.

PAN: DFTPK9537R

AADHAR NO: 5782 2182 0386.

# 15. MRS. VIDUSHI GURUDEV,

Aged about 28 years,

W/o. Sri Ashish Kumar Shukla

R/at No.201, Sri Balaji Residency,

3'd Main, 3'd C Cross,

Nagappa Reddy Layout, Kaggadasapura,

Bangalore -560093.

PAN: BTFPGS060D

AADHAR NO: 4180 2364 3536.

# 16. MR. JALADI SRINMSA RAO,

Aged about 48 years,

S/o. Sri J. Nageswara Rao R/at No. 3BO/2, "Gokulam",

3'd Cross, Kullappa Lane, Nanja Reddy Colony, HAL Post,

Bangalore - 560017. PAN: ACZPR8289H

For, M/s. Novalife Innovative Structures LLP,

AADHAR NO: 2547 0607 0150.

# 17. MRS. HEMAVATHI NAYAK T,

Aged about 31 years, D/o. Sri BharamaNayak R/ at No. E-38/9, C.V Raman Nagar, DRDO Phase 2, Bangalore-560093. PAN: AOBPT8658Q AADHAR NO: 2826 5848 1517.

#### 18. MR. VMK SHUKLA,

Aged about 43 years, S/o,SriVNShukla R/at JankiNiliyam, Gandhi Chowk, Baloda Bazar, Chattisgarh - 493332. PAN: AJKPSOSTSB AADHAR NO: 2498 4105 8736.

# 19. MR. KAMINI KANTA MOHAPATRA,

Aged about 60 years, S/o. Sri IndramaniMohapatra, R/at No. 8-204, Purvi Mithila, Silver Spring Road, Munnekollala, Marathahalli, Bangalore-560037. PAN: ABQPM7813C AADHAR No: 2603 4248 5690.

# 20. MR.MAHENDAR KUMAR PALLERLA,

Aged about 42 years, S/o. Sri Surendar Pallerla No. A-308, Purvi Mithila Apt, Victoria Meadows Road, Munnekolala, Bangalore-560037 PAN: AOWPP4984J

For, M/s. Novalife Innovative Structures LLP,

------

Project Name: NOVO GARDENIA

AADHAR NO: 8069 6790 3083.

# 21. MRS. SOMA CHOWDHURY,

Aged about 36 years, W /o. Sri Pushpal Roy, R/at No. 316, Block 2, Mahaveer Orchids, Rayasandra, Bengaluru-550099 PAN: AQSPC6040Q AADHAR NO: 9856 4704 2289.

# 22. MR. BABAVALI SHAIK,

Aged about 33 years, S/o. Shaik Khan, R/at Flat No 502, Karthik Pride, 19th Main, AECS Layout, Singasandra, Kudlu, Bangalore-560068. PAN: APTPB5486M AADHAR NO: 6269 6568 2410.

# 23. MRS. PAVANI RAKONDA,

Aged about 33 years, W/o. Sri Kiran Kumar Reddy Aluka, R/at H. No. 614, 6th Cross, M.S. Ramaiah North City, Thanisandra Main Road, Nagawara, Bangalore - 560045. PAN: BPIPP3121F AADHAR NO: 5927 3460 8321.

# 24. MRS. JILU JOSE,

Aged about 32 years Wo. Mr.RelixScaria K, R/at Areekkattu, Kezhuvamkulam P O, Kottayam, Kerala, Pin-686584.

For, M/s, Novalife Innovative Structures LLP.

PAN: AQVPJ1319C

AADHAR NO: 3186 5044 8314.

# 25. MRS. SANGITA KUMARI,

Aged about 34 years,

Wo. Sri Ritesh Mohan Prasad,

R/at D/o. Suresh Prasad Gupta,

#575, Block2, Wing A,

Suncity Gloria Apartment,

Sarjapur Road, Opp. Decathlon, Doddakannnalli,

Bangalore-560035.

PAN: CNCPK2352Q

AADHAR NO: 4075 4283 8329

Represented by her Father GPA Holder Mr. SURESH

PRASAD GUPTA.

# 26. MR. NIKHILESH C.K,

Aged about 34 years,

S/o. Sri Ganesh C.K,

R/at No.5, MathrushreeNilaya,

2nd Main, 3'd Cross, SBM Colony,

Chunchaghatta,

Bangalore-560062.

PAN: AFIPN5959C

AADHAR NO: 6412 2827 555.4

# 27. MR. KANTHARAJ N.N,

Aged about 66 years,

S/o. Sri N.A. Nagappa,

R/at No.201,2nd B Cross,

7th Block, Nagarabhavi 2nd Stage,

Bangalore-560072.

PAN: ADPPK965OA

AADHAR NO: 6052 2389 4057

# 28. MR. GURURAJ S,

Aged about 47 years,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

S/o. Late Shivananda, R/at No.16/3, Mathru Chaya, Opp T.P. Venugopal Layout, 10th Cross, aroca Ganga Nagar, Bangalore-560032. PAN: CCPPS1797D

Aadhar NO: 6676 4282 4381.

# 29. MR. ANISH P KUMAR,

Aged about 43 years, S/o Sri Kumaran P N, R/At no 703 B9 L&T T South City, Arekere, Mico Layout, Bangalore-560076 PAN:- ANNPK 1171C

Aadhar NO: 3068 2983 2133.

# 30. MRS. GEETANJALI CHOUDHURY,

Aged about 50 years, W/o" Sri Prafulla Choudhury, R/at RC Das Lane, Kamapalli, BrahmapurSadar Medical College, Ganjam, Odisha-760004. PAN: APLPC3649F

AADHAR NO: 3213 2L37 6966.

# 31. MR. SUBHASIS MOHAPATRA,

Aged about 38 years S/o. Dr.LachamanMohapatra, R/at No. 007, Ward No.86, Marathahalli, VarthurHobli, Bengaluru-560037. PAN: AOYPM8635A AADHAR NO: 2089 1318 5153.

#### 32. MR. MUKESH MAHESHWARI,

For, M/s. Novalife Innovative Structures LLP,

Aged about 31 years, S/o. Sri Shyam Sunder Maheshwari, R/at No. F-408, BM Glorietta, Borewell Road, Whitefield, Bangalore- 560066, PAN: BLGPM7439F

AADHAR NO: 9537 0547 0550.

# 33. MR. BHUWANESH KUMAR SHARMA,

Aged about 37 years, S/o. Sri Lakhmi Chandra Sharma, R/at No. BB 1303, L&T South City, ArekereMico Layout, Bannerghatta Road, Bangalore - 560076. PAN: BQEPSIO5SP AADHAR NO: 4111 2272 2251.

# 34. MR. TARA CHAND MAHUR,

Aged about 38 years, S/o. Sri Jaipal Singh, R/at No. FB-318, HAL Central Township, Marathahalli Post, Bangalore-560037. PAN: AOKPM06IOC AADHAR NO: 4328 3119 5597.

#### 35.MRS. TALASILA SPANDANA,

Aged about 29 years,
W/o" Sri LingamaneniAnkinedu Prasad,
R/at Villa No 126,
Honey Pool Villas,
Seegehalli, Kannamangala post,
Bangalore-5600670
PAN: AORPTO9TSD
AADHAR NO: 5572 7778 4224.

# 36.MRS. VANKA SRIDIVYA MANOJA,

 $For, M/s.\ Novalife\ Innovative\ Structures\ LLP,$ 

Aged about 36 years, W/o. Sri DasaraVenkateswara Rao, R/at No, 408 Block-17, Suncity Apartments, Ibbalur, Bangalore-560102, PAN: AEOPV5434P

AADHAR NO: 2551 5666 5414.

# 37.MRS. SWAPNA KANDANURU,

Aged about 40 years, W/o. Sri SatheeshKandanuru, R/at No.106, Pritam Woods Apartment, Gleen Glen Layout, Bellandur, Bangalore - 560103 PAN: EVDPK64OTF

AADHAR NO: 8595 9142 5937.

# 38.MRS. KANCHANA KRISHNADOSS,

Aged about 35 years W/o, Sri SaravananManickvelKarunanidhi, R/at No.003, M S Paradise, 9th Cross, Kodihalli, HAL 2nd Stage, Bangalore – 560008 PAN:- ASKPK4TO6B AADHAR NO: 5059 4510 8038.

# 39.MR. AVNEESH SINGH VERMA,

Aged about 41 years, S/o, Sri KedarNathVerma, R/at No, C204, IttinaAnai Apartment, Kempapura Main Road, Yemalur, Bangalore-560037. PAN: ADGPV89IOM AADHAR NO: 2981 3588 8091.

# 40.MRS. PRIYA ELANGO,

For, M/s. Novalife Innovative Structures LLP,

Aged about 37 years, W/o. Sri Elango C, R/at No. 204, Silverstone Appartment, ChinnapanaHalli, Mahadevapura, Bangalore 560037 PAN: ABDPE7762R AADHAR NO.6452 4966 8655.

# 41.MR. ATIT MISHRA,

Aged about 42 years, S/o. Sri Ashok Mishra, R/at No. 211, South Wing, AnishaStoneyards, 1st Main Road, LB Shastri Nagar, Bangalore - 560017 PAN: AIUPM2339N AADHAR NO: 9535 0069 6493.

# 42.MR. ARVISHWA KUMAR SINGH,

Aged about 41 years, S/o. Sri Ram Sojh Singh, R/at No. A-407, Royal Fountain Square, 2nd Cross, Royal Layout, DRDO Phase-2 Road, Kaggadasapura, Bangalore - 560093 PAN: AQXPST301R AADHAR NO: 2192 1950 1898

Represented by GPA Holder MR. PREET KUMAR TRIPATHI.

# 43. MR. KARNATI CHINA SRINIVASULU REDDY,

Aged about 40 years S/o. Sri KarnatiNarasa Reddy, R/at No. 119, Ferns Habitat, Doddanekundi,

Bangalore-560037

PAN: AMTPK1252F AADHAR NO: 9521 9065 0298.

# 44.MR. ABDULLA T,

For, M/s. Novalife Innovative Structures LLP,

Aged about 32 years, S/o. Mohammed Tangatur, R/at No. E-827, South 2nd Road, B Area, ITI Township, Doorvani Nagar, Bangalore-560016 PAN: AJCPT6262E AADHAR NO: 4898 0384 7267.

# 45.MRS. MAJJI GOWRI ANDALURI,

Aged about 33 years W/o. Sri NagakishoreAndaluri, R/at No.302, SM Smrithi Apartment, 7th Cross, TalacauVery Layout, Basava Nagar, Marathahalli Post, Bangalore-560037 PAN: ARKPG9789P AADHAR No: 5530 6806 5689.

# 46.MR. SwaroopYalagi,

Aged about 33 years S/o Sri GanapataraoYalagi,

R/at New Fort, CBT Near Maruti Temple HubliDharwad, Karanataka 580020

> PAN: ADCPY5274B AADHAR NO: 8529 8952 0120.

# 47.MR. T. PONNARASU,

Aged about 38 years, S/o. Sri P. Thirunavukkarasu,

R/at Door no 17/01, DRDO Township, Phase-1, C,V Raman Nagar, Bangalore- 560093, PAN: AEAPT3689O

AADHAR NO: 3245 0495 3043.

#### 48.MR. RAVI KUMAR N,

For, M/s. Novalife Innovative Structures LLP,

Aged about 44 years, S/o. Sri K. Nagaraju, R/at No. 03, 1't Main Road, BCC Layout, Vijayanagar 2nd Stage, Bangalore-560040, PAN: ADZPN7899N

AADHAR NO: 4201 8220 8394.

# 49.MR. ASHISH AGARWAL,

Aged about 35 years, S/o. Sri Prabhat Kumar, R/at No. A-004, Fortuna White Wings, Behind Basavanagar Bus Stand, Talakaveri Layout, Basavanagar, Bangalore- 560037, PAN: AKLPA3O42K AADHAR NO: 9505 3943 0810.

# 50.MR. VINAY KRISHNA,

Aged about 44 years, S/o. Sri BrahmadeoBaranwal, R/at No. D-104, Fortuna White Wings Apartment, 1't Main Talacauvery Layout, Basavanagar, Bangalore – 560037, PAN: AIKPK9872E

AADHAR NO: 8245 0230 5487.

# 51. MRS. JAYA SHARMA,

Aged about 38 years, Wo. Sri Deepesh Kumar Sharma, R/at No. D 409, Fortuna White Wings, Talacauvery Layout, Basavanagar, Bangalore 560037, PAN: BTPPS3229E AADHAR NO: 6069 6491 0218.

For, M/s. Novalife Innovative Structures LLP,

# 52.MRS. SHALINI AGRAWAL,

Aged about 45 years,

W/o. Sri Praveen Agrawal,

R/at Mahaveer Springs, Apt. No.422, 15th Main,

17th Cross, JP Nagar, Phase 5,

Bangalore-560078,

PAN: APRPB1180L

AADHAR NO: 3637 3343 5770.

# 53.MR. P.JEYAPAUL,

Aged about 46 years,

S/o. Sri K. Paulian,

R/at No. L74, 15 B/8, Vakeesam Pillai Street,

PonnapaNadar Nagar,

Nagercoil-629004,

PAN: AWSPP8763D

AADHAR NO: 3486 6339 7010.

# 54.MRS. ALANKRITHA G,

Aged about 40 years,

W/o. Sri Gangaiah G,

R/at Flat No. G-5, Sarovar Apartment, 2nd Main,

10th Cross, Saibaba Temple Road,

Manjunatha Layout, Munnekolala,

# Bangalore-560037

PAN: AFYPV9807R

ADHAR NO:4708 8325 0973.

# 55.MRS. K. JHANSI,

Aged about 33 years,

W/o. Sri K. Ravindar,

R/at Flat No. S2; Heritage 6, 8th cross,

1st Main, Talakavery Layout Basavanagar,

# Bangalore-560037

PAN: BPDPM9382J

AADHAR NO:2888 5190 3571.

For, M/s. Novalife Innovative Structures LLP.

Project Name: NOVO GARDENIA

# 56.MRS. KANDUKURI REDDY SINDHUJA,

Aged about 28 years, W/o. Sri PasupuletiDileepYaswanth, R/at Flat No.102, Jeevan Icon Homes, 10th cross, Saibaba Temple Road, #45, Silver Springs Layout, Munnekollala, Marathahalli, Bangalore-560037,

PAN: FZMPS4156K

AADHAR NO: 5524 3179 7856.

# 57.MR. GUPTA PRASAD PANDA,

Aged about 29 years, S/o. Sri Surya Narayana Panda, R/at Flat No. 405, B Block, Hilife Pearl Shell, Varthur, Bangalore-560087.

PAN: BTEPP6769D

AADHAB NO: 4173 2692 4060.

# 58.MRS. NIDHI GUPTA,

Aged about 36 years, D/o. Sri Prem Narayan Gupta, R/at No. D-305, Fortuna White Wings, 1't Main Road, Basavanagar, Bangalore-560037.

PAN: AOUPG9677B

AADHAR NO: 9724 8282 3716.

# 59.MR. RAHUL R. MADURWAR,

Aged about 44 years, S/o. Sri Ratnakar R. Madurwar, R/at No. F1 B6, Ganga ChelstonApt,OffVarthur Main Road, Behind Yashomati Hospital, Bangalore - 560037,

PAN: AGKPM5476A

AADHAR NO: 7069 5094 3844.

For, M/s. Novalife Innovative Structures LLP.

Project Name: NOVO GARDENIA

# 60.MR. VENKATACHALI G R,

Aged about 35 years, S/o. Sri Ranganna GT, R/at RushachalaNilaya, Near Taluk Office, Koratagere, Tumkur-572129 PAN: AIPPV7505A

AADHAR NO: 5503 5649 2241.

# 61.MR. CR NAGENDRA,

Aged about 53 years, S/o. Late C.S. Rama Rao, R/at C/o. Mr. C.R, Anantha Prasad, No.4, 16th Cross, II Block, Akshaya Nagar, TC Palya Main Road, Bangalore-560016. PAN: ABBPN5581H AADHAR NO: 3272 7980 6914.

# 62.MRS. SOUMYA NAYAK,

Aged about 39 years, W/o. Sri Priyadarshi AshokBal,

R/at No. C 001, Samhita Rainbow

MTB, Thubarahalli, Bangalore-560066. PAN: AEYPN7957F, AADHAR NO.2936 9271 4312

# 63.MRS. KOSURU SUJATHA,

Aged about 40 years, W/o. Sri KosuruVenkateswara Rao, R/at Door No.19-47-12,

> Rangireeju Street, AVN College Down, Visakhapatnam, Andhra Pradesh - 530001 PAN: DMVPK1531C

AADHAR NO: 8308 4675 3331

For, M/s. Novalife Innovative Structures LLP,

Represented by her Brother GPA holder MR. KOPPALA RAJESH BABU.

# 64.MR. BHASKER REDDY G,

AADHAR NO: 3542 5492 5467.

Aged about 39 years, S/o. Sri T. Gopal Reddy, R/at Flat No. 8-605, Alpine Viva, Seegehalli Gate, Whitefield Hoskote Road, Kadugodi, Bangalore-560067. PAN: AIIPG2370B

# 65.MRS. POONAM GARG ALIAS POONAM KUMARI

GOYAL, Aged about 35 years, W/o. Sri Amit Kumar Garg, R/at No. 8-102, Srinidhi Residency, Basavanagar Main Road, Basavanagar, Bangalore – 560037, PAN: AWIPG6176F AADHAR NO: 8869 5266 1394.

#### 66.Mr. YOGESH KUMAR BANSAL,

Aged about 35 years, S/o. Late ShambhuDayal Bansal, R/at No. 8103, SS Felicity Homes, Borewell Road, Whitefield, Bangalore-560066. PAN: APVPB9LT6J AADHAR NO: 7070 6336 6758.

# 67.MR. ABHIJIT KUMAR PARIRA,

Aged about 50 years, S/o, Late Sushil Kumar Parira, R/at No. FB-17,9th Cross, HAL Old Township, Old Airport Road, Opposite HAL Hospital, P.O.

For, M/s. Novalife Innovative Structures LLP,

Vimanapura,

Bangalore- 560 017.

PAN: AHXPP6031C

AADHAR NO: 9097 9480 4534.

# 68.MR. ANIL KUMAR VAYIGANDLA,

Aged about 39 years, S/o. Sri V Raghavendra Prasad,

R/at No. 301, Bhavya Residency,

Green Glen Layout, Bellandur, Bangalore-560103,

PAN: AIEPA9014E

AADHAR NO: 4996 4990 3116.

# 69.MRS.MANORMA GUPTA,

Aged about 68 years,

W/o. Sri Suresh Prasad Gupta,

R/at No. 515, Block2, Wing A,

Suncity Gloria Apartment,

Sarjapur Road, Opp. Decathlon,

Doddakannnalli,

Bangalore-560035.

PAN: APAPG7851A

AADHAR NO: 4506 8598 7526.

# 70.MR. DEEP ANAND,

Aged about 38 years,

S/o. Sri Kailash Kumar Savita,

R/at Flat No. D-408, Purvi Mithila,

Victorian Meadows Road, Munnekolala,

Marathahalli,

Bangalore-560037,

PAN: AKKPA2765J

AADHAR NO: 7081 1886 3670.

#### 71.MR GAURAV GUPTA,

Aged About 38years, S/o Sri Late SriRam Gupta,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

R/At No:- 1, Kalpana Nagar Morar Gwalior

(M.P) 474006

PAN:- AJQPG8930Q

AADHAR No: 3407 8755 0405.

# 72.MR. SACHIN SINGH RATHORE,

Aged about 38 years,

S/o. Sri Naresh Pal Singh Rathore,

R/at No. F-409, BM Glorietta,

Borewell Road, Whitefield,

Bangalore-560066

PAN: AOFPR3767Q

AADHAR NO: 6375 377L 6585

Represented by his Brother GPA holder MR. SHUBHAM

PATEL.

# 73.MRS. DHARITRI NAYAK,

Aged about 63 years,

W/o. Sri Ajoy Kumar Naik,

R/at No. MIG-16, Phase 1,

Khandagiri Enclave, Khandagiri,

Bhubaneswar-751030,

PAN: ARPPN6595B

AADHAR NO: 9592 8490 2041.

# 74.MR. AJOY KUMAR NAIK,

Aged about 69 years,

S/o. Late Rama Chandra Naik,

R/at No. MIG-16, Phase 1,

Khandagiri Enclave, Khandagiri,

Bhubaneswar-751030

PAN: AAYPN1237C

AADHAR NO: 2571 7067 1525.

# 75.MR. ABHIRAM KRISHNAN,

Aged about 43 years, S/o. Late G. Krishnan,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

R/at No. Tower4, C Block, C001, Adarsh Palm Retreat, Bellandur, Bangalore 560103. PAN: AISPA6565E

AADHAR NO: 2575 3893 0961.

# 76.MRS. ANJALI SA,

Aged about 53 years, W/o Sri SuryakanthAnturlikar, R/at No. 57, SharadaNilaya, 2nd Main, Varadaraj Swami Layout, 2nd stage, Singapura Road, Vidyaranyapura, Bangalore-560097, PAN: ARCPA0021A AADHAR NO:4470 6837 8140.

# 77.MRS. SUNITHA BETHALA,

Aged about 42 years, W/o. Sri Santosh Kumar Bethala, R/at Plot No.148, New Vasavi Nagar, Trimulgherry PO, Secunderabad, Telangana-500015. PAN: AUHPB1581A

AADHAR NO: 9793 4485 4538.

#### 78.MR. HARISH CHANDRA GUPTA,

Aged about 70 years, S/o. Late Shri R.S. Gupta, R/at No. B-301, Purva Fountain Square, Varthur Road, Bengaluru-560037. PAN: AANPG5499G

AADHAR NO: 2867 4927 2402.

# 79. MR. KULBHUSHAN BHAIJI PATARIYA,

Aged about 33 years

For, M/s. Novalife Innovative Structures LLP,

S/o. Sri Ram Kumar Prasad, R/at No. SH-4A, Room No. 62, DRDO Township Phase 2, Kaggadasapura, C V Raman Nagar, Bangalore-560093 PAN: AWZPP9785G

AADHAR NO: 8705 5083 7361.

# 80.MR. GOKUL PUGALENDI,

Aged about 38 years, S/o. Sri Pugalendi M, R/at Flat No. 116, N.R White Meadows Apartment, AECS A Block, Baburaj Layout, Singasandra, Bangalore-560068 PAN: AKCPP3247N AADHAR NO: 6297 3765 4197.

# 81.MRS. PREETI LAKDAWALA,

Aged about 36 years
W/o. Sri. HimanshuAnilkumarLakdawala,
R/at No. 8-407,
Purvi Mithila Apartment,
Silver Springs Road, Munnekolala,
Marathahalli,
Bangalore – 560037
PAN:-AFIPL4804N
AADHAR NO: 9723 6841 3012.

# 82.MR. UMAKANT D AMBADEKAR,

Aged about 36 years, S/o. Sri DamodharSadashivAmbadekar, R/at No. 791, Varsha Apartment, 1st Floor Flat 102, 6th Cross, B EML Layout, Kundanhalli Gate, Bangalore-560037, PAN: ANOPA5199P

For, M/s. Novalife Innovative Structures LLP,

AADHAR NO: 3242 7602 4283.

# 83.MR. ARUN KUMAR KUNDRA,

Aged about 45 years, S/o. Late Ashok Kumar Kundra, R/at No. 332, l8th G Main, 6th Block, Koramangala, Bangalore - 560095 PAN: AIZPK5010D AADHAR NO: 7016 7490 9775.

# 84.MR. S. GOPALAKRISHNAN,

Aged about 49 years, S/o. Sri U.P. Shanmugam, R/at No.2B2, Manjunatha Layout, SGR Dental College Road, Munnekolala, Marathahalli, Bangalore-560037, PAN: AGAPG1362K AADHAR NO: 7908 1562 5139.

# 85.MR. MOCHARLA APPALA HANU SUDARSAN,

Aged about 48 years, S/o, Sri MocharlaVeeraRaghavaSwamy, R/at 58-15-36, Flat No. 102, S S K P Towers, Santhi Nagar, NadKotha Road, Visakhapatnam-530 009, Andhra Pradesh, PAN: AAVPM4793R AADHAR NO: 7436 3569 0328.

# 86.MRS. PRIYANKA MOHAPATRA,

Aged about 31 years, W/o. Sri Sujit Kumar Sahoo, R/at Jeevan Icon Homes, Flat No. 205, 10th Cross, 2nd Main, Manjunatha Layout,

For, M/s. Novalife Innovative Structures LLP,

Munnekolala, Marathahalli,

Bengaluru-560037.

PAN: BOQPM7615L

AADHAR NO: 7276 L932 6044

# 87. MR. RAMESH BABU NALLAGOPULA,

Aged about 41 years,

S/o. Sri N.V.S. Murthy,

R/at Quarter No. FB - 165, Central Township,

HAL Quarters, Near Borewell Bus Stop,

Marathahalli,

Bangalore -560037,

PAN: ADZPN7970L

AADHAR NO: 8211 8953 2256.

# 88.MR. MANISH KUMAR,

Aged about 41 years,

S/o. Sri RavindraNathSirigh,

R/at Sector 12 F, Quarter Number 2116,

Bokaro Steel City, Bokaro,

Jharkhand-8270 12.

PAN: AOKPK0719A

AADHAR No: 3419 9968 5037.

#### 89.Mr. RAVIKIRAN YERRAMALLE,

Aged About 32 Years,

S/o Sri Y S V GavarRaju,

R/at No LIG 206 APHB Colony,

Phase 2 Babametta Vizianagaram

AP 535002

PAN ACJPY9161H

AADHAR No: 3800 9544 7986

Represented by GPA holder MR. Y. SESHACHALAM.

# 90.MR. DURGA VITTAL GOPAL DASAMANTHARAO,

Aged about 32 years,

S/o. Sri D. Nagabhushana Rao,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

R/at No. 39-1-12, Srisaisrinivasa Residency,

Ayyappanagar, Muralinagar,

Visa khapatna m-530007

PAN: AUEPD1942O

AADHAR NO: 7799 5811 6816

Represented by his Father GPA holder MR. D.

NAGABHUSHANA RAO.

# 91.MR. SYAMA SUNDARA DAS,

Aged about 40 years, S/o. Sri Antaryami Das, R/at House No. 671, Flat No. 202,1stMain, C Block, AECS Layout, Kundalahalli, Bangalore – 560037, PAN: AIWPD8375K

AADHAR No.4012 2026 2803.

# 92.MRS. MOUSUMI PRADHAN,

Aged about 37 years, W/o. Sri Bikram Kumar Nayak, R/at #H-304, Brundavanam, AmruthaValue, Nallurahalli, Borewell Road, Whitefield, Bangalore, 560066 PAN: AZVPP7424M

AADHAR NO: 8413 1615 6730.

# 93.MR. SUSANTA KUMAR MOHANTY,

Aged about 43 years, S/o. Sri Prafulla Chandra Mohanty, R/at No.301, 3rd Floor, 1 Block, Amrutha Value, Nallurahalli Circle, Borewell Road, Whitefield, Bangalore-560066 PAN: AMBPM3736C AADHAR NO: 6062 6365 2747.

# 94.MRS. GAYATRI CHARCHI,

For, M/s, Novalife Innovative Structures LLP.

Aged about 30 years, W/o. Sri SmrutiRanjanNayak, R/at #213,2nd Floor, 19th Main, 3rd Cross, BTM 2nd Stage, Bangalore - 560076 PAN: ASKPC1845R AADHAR N:.6534 8047 7801.

# 95.MRS. TEJASWINI BALIARSINGH,

Aged about 38 years, W/o. Sri BikramBhola, R/at #107, G Block, Amrutha Value Apartment, Borewell Road, Nallurahalli, Whitefield, Bangalore – 560066, PAN: AMMPB1235A AADHAR NO:9611 2499 0101.

# 96.MR. BALA SUDHEER REDDY RACHUMALLA,

Aged about 37 years,
S/o. Sri Inna Reddy Rachumalla,
R/at No.1/2L2, Sri Lakshmi Nagar,
ChinnaChowk, Kadapa-S16001,
Andhra Pradesh.
PAN: AKPPR7OS5K
AADHAR NO.6669 9085 9632

Represented by his Mother GPA Holder MRS.NARREDDY PAPULAMMA.

# 97.MR. PIDUGU SRIKANTH,

Aged about 39 years, S/o. Sri Lakshmi Prasad Pidugu, R/at No.A-201., BHEL R&D Employees Villa Apartments, S/No.30, Pet Basheerebad, Jeedimetla Village, Hyderabad, Telangana-500055 PAN:-ANLPP4O96P

For, M/s. Novalife Innovative Structures LLP,

AADHAR NO:2285 6382 6898

Represented by GPA Holder MRS.SUNANDA RACHAMALLU.

# 98.MR. DEEPAK KAIKINI,

Aged about 35 years,

S/o. Sri Kemparaju. P,

R/at #72, 3'd Cross, P & T Colony,

RT Nagar,

Bangalore - 560032.

PAN: BBTPK2838M

AADHAR NO: 4251 23L5 8721.

# 99.MRS. ANIMA CHAKRABORTY,

Aged aboul 83 years,

W/o. Late Salil Chandra Chakraborty,

R/at Flat No.300F, Kamakhya Nagar,

Sagar Housing Complex, AdabariTinialiPandu,

Guwahati - 781012,

PAN: ARSPC3OT1E

Represented by her Son GPA Holder Mr. SUHASH

CHAKRABORTY.

# 100.MR. SRINIVASAN KUPPUSAMY,

Aged about 40 years,

S/o. Sri KuppusamySowriraj,

R/at No.674, 7th Main, 10th Cross,

BTM 2nd Stage,

Bangalore-560076,

PAN: BVEPS9156H

AADHAR NO.2112 7622 5223.

# 101.MR. MINAL BAJAJ,

Aged about 29 years, S/o. Sri Subhash Bajaj, R/at House No. 2, Shakti Vihar Colony, Tosham Road,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Bhiwani (Haryana)-127021,

PAN: CBOPM9654F

AADHAR NO:6652 2466 5047.

# 102.MRS. R. NAGA JYOTHI,

Aged about 41 years.

W/o. Sri RG Devendra Babu,

R/at Flat No. CM 10,

Millennium Habitat, ITPL Main Road,

Kundalahalli,

Bangalore – 560037,

PAN: AGNPR9901Q

AADHAR NO: 6843 3444 9211

# 103. MRS. RUHI SANTOSH SINGH,

Aged about 30 Years,

W/o. Sri Santosh Kumar,

R/at Flat No.307, Purvis Pride Apt.

GunjurPalya Road, Gunjur,

Bangalore-560087,

PAN: COIPS9681H

AADHAR NO: 9133 6530 2996.

#### 104. MR. AVINASH KUMAR,

Aged about 33 years,

S/o. Sri Brajnandan Prasad,

R/at Village: Manichak(Dumravo),

Police Station & Post Office: Deepnagar, Anchal:

Bihar Sharif, District,

Nalanda, Bihar-803111

PAN: APMPP2852E

AADHAR NO: 9247 9125 3632.

#### 105.MRS. CHANDSMITA MUNI,

Aged about 34 years,

W/o. Sri Subhasish Mahapatra,

R/at FG-4 Innovative Aquafront Doddenakundi

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Bangalore 560037 PAN: APRPM7548H

AADHA No: 4134 3508 4048.

# 106. MRS. PVS M LAKSHMT,

Aged about 34 years,

W/o Sri Y. Seshachalam R/at No. R3-907,

Alpine ECO Apartment,

Doddanakkundi, Marthahalli,

Bangalore 560037

PAN: AZBPP5825E

AADHAR NO: 3921 4595 3180

Represented by her Husband GPA holder MR. Y.

SESHACHALAM.

# 107.MR. RANJAY KUMAR,

Aged about 34 years,

S/o. Sri Shatrughan Singh,

R/at Village- Barandi, Post- BahadurganJ,

Police Station- Katrisarai, District- Nalanda,

Bihar-805105

PAN: AXGPK9578L

AADHAR NO: 7094 L6L4 2628.

#### 108.MR. AWNISH KUMAR,

Aged about 36 years,

S/o. Sri Ramnandan Pandey,

R/at House No.46,

MaaGayatriNilay, Near Bal Bihar School,

New Area, M.G. Road, Aurangabad,

Bihar - 824101

PAN: BOIPK5322I

AADHAR NO: 6435 5503 8278.

#### 109.Mrs KALAKOTT PRIYNKA,

Aged about 28 years,

W/o. Sri Bobba Jaya Srinivasan Reddy,

 $For, M/s.\ Novalife\ Innovative\ Structures\ LLP,$ 

Project Name: NOVO GARDENIA

R/at No.27,2nd Cross, Abbayappa Layout, 4th Lane, N S Palya, BTM 2nd Stage, Bangalore- 560076 PAN: CJBPK9400N AADHAR NO:9281 9137 4445.

# 110.MR. RAKESH KUMAR SABAT,

Aged about 30 years, S/o. Sri AkhilanandaSabat, R/at No. Flat2O2, Block - QB1, Alpine Eco Apartment, Kartik Nagar, Bangalore 560037 PAN: CBYPS6367M AADHAR NO: 3463 6051 7545.

# 111.MR. SAMARJIT PATTNAIK,

Aged about 43 years, S/o. Sri SibaCharanPattanaik, R/at No. U207, Amrutha Value Apartments, Nallurhalli Village, Borewell Road, Whitefield, Bangalore-560066. PAN: AOBPP34O3K AADHAR NO: 9766 5237 3964 Represented by GPA holder MR. SYAMA SUNDARA DAS.

# 112.MR. BALAKRISHNA VADLAMUDI,

Aged about 35 years, S/o. Sri SatyanarayanaVadlamudi, R/at BuradhaRagavapuram Post, EnkoorMandal, Khammam, Telangana-507168 PAN: AIAPV8431E

AADHAR NO: 5243 0933 0929

Represented by his Father GPA holder MR.

SATYANARAYANA VADLAMUDI.

For, M/s. Novalife Innovative Structures LLP,

# 113.MRS.SUNANDA RACHAMALLU,

Aged about 39 years,

W/o. Sri ParthaNarasimha Reddy B,

R/at Flat No.20, 2-A Cross,

Rajashree Layout, Munnekola, Marathahalli,

Bangalore-560037

PAN: AIBPR6590H

AADHAR NO: 6074 2L95 4340.

# 114.MRS. PRAVALLIKA BIJJULA,

Aged about 33 years,

W/o Sri Raghavendra Reddy Peddachenchireddy,

R/at Vajra Elite Homes Apt 304,

Pattandur Agrahara Village Main Road,

Whitefield,

Bangalore - 560066

PAN: BBSPB2841N

AADHAR NO: 2126 2074 1615.

# 115.MRS. ARCHANA RAJAN,

Aged about 45 years,

W/o. Sri B.L. Kamalarajan,

R/at No.38F, Nakshatra Villas,

Sy. No.13/2, Chinnapanahalli, AECS Layout,

Brookefields,

# Bangalore - 560037.

PAN: ALNPR3476K

AADHAR NO: 8616 8049 6379.

#### 116. MRS. V HARSHAVANDHINI,

Aged about 28 years,

D/o. Sri t. Vivekanandan,

R/at No. 3/42, Velan Nagar,

Dharapuram Road, Udumalpet,

Tiruppur District,

Tamilnadu-642126

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

PAN: AFBPH3369F

AADHAR NO: 8861 8132 4005.

# 117.MRS, VIDYA Y MARIGOUDAR,

Aged about 33 years, W/o. Sri AbhishekAngadi, R/at Flat No. G1 Block-2, Signifa Springs Apartments, Kaverappa Layout, VidyaVikas School Road, Panathur, Bangalore-560103 PAN: CBZPM6306B

AADHAR NO: 3398 8908 9114.

# 118.MR. UJJWAL KUMAR SARKAR,

Aged about 40 years, S/o. Sri Suresh Sarkar, R/at Flat No. 4/306, Royal Fountain Square Apartment, Kaggadaspura, C.V. Raman Nagar, Bangalore- 560093, PAN: AUBPSO6TOD

AADHAR NO: 4017 9059 4706

# 119. MR. DEEPAK R,

Aged about 33 years, S/o. Sri Ramani V, R/at Door No,7, 6th Cross, KGF Munireddy Layout, Mahadevapura, Bangalore-560 048 PAN: APTPD6682H AADHAR NO: 3400 9133 1675.

120.MR. PRABODH PRASAD PANDA,

Aged about 40 years, S/o. Sri PatitaPaban Panda, R/at Flat No.101, Gagan Lake View Apartment,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Vijay Vihari Layout, Kodigehalli Main Road, Near Hoodi Railway Station, Bangalore- 560048

PAN: APVPP4576L

AADHAR NO: 8574 3652 5136.

# 121.MRS. NALLURI SREELATHA,

Aged about 42 years, W/o. Sri NalluriNarasinga Rao, R/at No. 29'1 3rd A Cross, Rajasree Layout, Munekolala, Marathahalli, Bangalore-560037 PAN: AIFPJ6423M

AADHAR NO: 4054 8810 6938.

# 122.MRS. CHAKKA VIJAYA LAKSHMI,

Aged about 70 years, W/O Sri C. Ranganadham, R/At No. 37-1-412, Flat No. C-305, B. K. Enchanting Enclave, Bhagyanagar, Beside RIMS Hospital, Ongole-523001, PrakasamDist, Andhra Pradesh. PAN: AOXPC01T6N AAHAR NO: 9983 3959 5233.

#### 123.MRS. RITU SINGH,

Aged about 36 years, W/o. Sri Dhiraj Singh, R/at No. 12, Ramaiah Building, Behind Yellemma Temple, Belathur, Kadugodi, Bangalore - 560067 PAN: BZSPS059SB AADHAR NO: 3574 0631 5395.

For, M/s. Novalife Innovative Structures LLP,

# 124. MR. VIKASH RANJAN,

Aged about 35 years, S/o. Sri Ravindra Kumar Sinha, R/at Flat No. C-106,

Purvi Mithila Apartment, Victorian Meadows Road, Munnekollala, Marthahalli,

Bangalore-560037 PAN: AQAPR7921B

AADHAR NO: 8825 6593 3851.

# 126.MR. MUKESH PENMETSA,

Aged about 42 years, S/o Sri P. N'arasimhaRaju, R/at 8054, Regents Road #303, LalollaDelsol, San Diego, CA USA - 92122 PAN: ANXPM7141A

AADHAR NO: 3769 3770 7271

Represented by his GPA holder MRS. NEEVA MARCEL.

# 127.MRS. GANDLA SAILAJA,

Aged about 38 years, W/o. Sri Gandla Krishna Kishore, R/at Flat No.301/B, Pavitra Royal Palms, 10th Main, 11th Cross, Maruthi Nagar, Bangalore-560075 PAN: BAEPS6683N AADHAR NO: 6033 4821 1332.

# 128.MR. MIHIR RANJAN TRIPATHY,

Aged about 40 years, S/o. Sri MaheswarTripathy, R/at Po: Odagaon, Village: Dalka, Nitya Nanda Street District, Nayagarh, Odisha- 752081 PAN: AEUPTS4O5Q AADHAR NO: 3459 5037 3486.

For, M/s. Novalife Innovative Structures LLP,

# 129.MR. MARUTHI KUNNURU,

Aged about 37 years

S/o. Sri K. Bheema Reddy,

R/ at No. 1-81, Near Hanuman Temple,

Muradi (Post and Village), D. Hirehal (Mandal),

Anantapur District,

Andhra Pradesh - 515 865.

PAN: AOLPK6B55J

Represented by his sister GPA holder MRS. KANNURU

DHARANI.

# 130. MRS. CHTGTCHERLA SWARHR,

Aged about 33 years,

W/o Sri Desai Govardhan Reddy,

R/at no 1/154 chowatakuntapalliKurmala,

Anantapur,

AP: 515531

PAN: DRUPS0045B

AADHAR NO: 7213 1896 3735

Represented by her Father GPA holder MR. CHIGICHERLA

ADIREDDY.

# 131.MR. SANJEEV KUMAR,

Aged about 34 years,

S/o. Sri Ramasis Roy,

R/at #19, Near Hanuman Temple,

Mubarakpur, DanapurCantt,

Patna-8O1503

PAN: BIPPK4296L

AADHAR NO: 5935 2678 9959.

# 132.MR. BALAJI JEYABALAN,

Aged about 36 years, S/o. Sri Jeyabalan, R/at No. G34, SLS Sunflower Apartment, Bhoganahalli Road, Bhoganahalli,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Bangalore-560103 PAN: ALHPB0673J

AADHAR NO: 4168 5999 8378.

# 133.MR. NIRANJAN KUMAR SURA,

Aged about 46 years, S/o. Late Dr.YogeesamSura, R/at Flat No. 303, SreeSapthagiriParadise, K.G.F. Munireddy Layout, Mahadevapura, Bangalore- 560048.

PAN: AYSPS3338R

AADHAR NO: 7658 5262 9566.

# 134.MR. ASHISH RAMESH NARKALE,

Aged about 41 years, S/o, Sri Ramesh Narkale, R/at SH4A/76, DRDO Township Phase 2, C.V.Raman Nagar, Bangalore-560093 PAN: AEEPN2978J

AADHAR NO: 3020 5674 1067.

# 135.MR. MILIND N AGRAWAL,

Aged about 49 years, S/o. Sri N. K. Agrawal, R/atE-t4/3, DRDO Township Phase 1, C. V. Raman Nagar, Bangalore-560093 PAN: ABBPA1036E AADHAR NO: 7572 7712 8221.

#### 136.MRS. JYOTHI DOMAKUNTLA,

Aged about 34 years, W/o. Sri Mahesh Domakuntla, R/at No.45, 5th Cross,

For, M/s. Novalife Innovative Structures LLP,

KBM Layout, Adishakthi Temple Road, Devasthanagalu, Varthur, Bangalore-560087. PAN: AVYPD2316F

AADHAR NO: 2122 6432 7744.

# 137. MR. KISHORE SAMIREDDY,

Aged about 35 years, S/o. Sri S.A. Satyanarayana, R/at Quarter No. FC 132, HAL C&D Type Quarters, Senior Officers Enclave, C.V. Raman Nagar, Bangalore-560093 PAN: BQDPSS551E

AADHAR NO: 5898 1208 3469.

# 138. MRS. LOKNADAM SUSHMA HARIHARRAO,

Aged about 28 years, W/o. Sri S MadhuKeswara Rao, R/at H.No.53,First Floor, SJR Eternity Layout Phase-2, Kodigehalli Main Road, Hoodi, MahadevaPura Post, Bangalore-560048 PAN: APHPH5646H AADHAR NO: 3966 2676 6556.

# 139.MRS. PUTCHALA MOUNIKA,

Aged about 27 years, W/o.SriSankara Rao M, R/at Flat No. A201, Innovative Aqua Front Apartment, Lake View Road Doddanekundi, Banglore-560037. PAN: CNAPP8616C AADHAR NO: 6517 6814 6395.

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

# 140.MRS. RAJKUMARI,

Aged about 41 years, W/o.SriRajnish Kumar Sharma, R/at Flat No, 4-306, Purvi Mithila Appt, Victorian Meadows Road, Silver Spring Layout Lane, Munnekolal, Marathahalli Post, Bangalore-560037. PAN: BKAPK2339H

AADHAR NO: 8449 8730 2689.

Aged about 36 years, S/o Sri Lakshmi ChenchuSuryanarayana, R/at Flat No:108, A block, Vaishno Signature, Anup Reddy Layout, Near Hoodi Halt Railway Station, Hoodi,

141.MR. SUBBARAMAIAH MANDAVA,

Bangalore-560048 PAN: ANHPM9O93K

AADHAR NO: 6464 0330 1399.

#### 142.MR. SAILESH YAKKALA,

Aged about 34 years, S/o. Sri SrimannarayanaYakkala, R/at D.No:76-30-24, Satyanarayana Talkies Road, Salipeta, Tenali Town, Guntur District, Andhra Pradesh -522201. PAN: ABRPY1O69R AADHAR NO: 2810 6727 5540.

# 143.MR. VIBHASH RANJAN,

Aged about 27 years, S/o. Sri Rabindra Kumar Sinha, R/at Flat No. 8-307, Oasis-9, 7th Cross,1st Main, ISRO Layout,

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Flat No.\_\_

Bangalore-560078 PAN: ASSPV1228R

AADHAR NO: 8169 3441 0411.

#### 144.MRS. RACHUMALLA HIMABINDU MADHAVI,

Aged about 42 years,

W/o. Sri GunaganuruSurendra Reddy,

R/at No. 7/212,

Sri Lakshmi Nagar, ChinnaChowk,

Kadapa-516002,

Andhra Pradesh.

PAN: AVGPR4378H

AADHAR NO: 7373 7766 0709.

# 145.MRS. THAMATAM TEJASWI,

Aged about 32 years,

W/o. Sri Subbareddy G V,

R/at Flat No. G5, Image Towers,

Prakash Nagar, Kadapa, Andhra Pradesh-516004

PAN: ARFPT4454K

AADHAR NO: 2137 9546 3833.

# 146.MRS. LAXMI SINGH,

Aged about 32 years,

W/o. Sri Kush Pratap Singh,

R/at Flat No. A-306, Bren Avalon Appt,

Next To Big Basket Warehouse,

Chinnapanhalli Main Road, Bangalore-560048,

PAN: IOEPS43O3J

AADHAR NO: 4043 2689 9388.

# 147.MRS. ROONA SHREE,

Aged about 39 years,

W/o. Sri AnuragSwarnkar,

R/at Flat No. A-1402, NCC Ivory Heights,

B Narayanapura, Mahadevpura, Outer Ring Road,

Bangalore - 560016.

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Flat No.\_\_\_

PAN: AXPFS4953C.

AADHAR NO: 2226 2779 6090.

# 148.MR. PANKAJ KUMAR SAINI,

Aged about 34 years, S/o Sri om Prakash Saini, R/at House No. 380, Line No.13, Kashidih, PO Sakchi Jamshedpur purbiSinghbhum, Jharkhand - 831001

PAN: CKUPS5922B

AADHAR NO: 9805 0630 4902.

#### 149.Mr. PRATYUSH,

Aged About 41 Years, S/O Sri Sureash Chandra Varma, R/at Flat No. E-407, E-Block, Evergreens Apartment, Haraluru Road, Kasavanhalli Village, Bangalore - 560035. PAN: AMHPP7486L AADHAR NO: 9782 2550 2132.

AADITAK NO. 9762 2550 2152

#### 150.MRS. AMRITA ROUT,

Aged about 40 years, W/o, Sri Binaya Kumar Sahoo, R/at Flat No. 8-203, BM Reveira Apartments, Kundanhalli, Bangalore - 560037 PAN: AIQPR9TO2G AADHAR NO: 8126 6525 4389.

# 151.MR. HRUSHIKESH S MAHALATHKAR,

Aged about 39 years, S/o.SriMPSunder, R/at Flat No. D 303, Purvi Mithila Appt, Silver Spring Road, Munnekolala, Bangalore - 560037

For, M/s. Novalife Innovative Structures LLP,

PAN: AMAPMT330B

AADHAR NO: 3146 3048 7644.

#### 152.MR. B. RAVI,

Aged about 49 years, S/o. Sri B. Alexander, R/at Flat No, G-806, ShriramSamruddhi Apartments, Varthur Main Road, Thubrahalli, Bangalore - 560066 PAN: ACHPB4L4TQ

AADHAR NO: 7593 9199 7694.

### 153.MR. ATUL MISHRA,

Aged about 40 years, S/o. Sri Shivanand Mishra, R/at House No. 7/D, 4th Cross, Nehru Street, Girinagar 1't Phase, Bangalore- 560085 PAN: AJVPM8579Q AADHAR NO: 8656 0291 9168.

#### 154.MR. VINIT AGRAWAL,

Aged about 37 years, S/o. Sri Umashankar Agrawal, R/at Flat No. K-260, Republic Off Whitefield Epic Zone, Divya Shree Tech Park, Bangalore - 560066 PAN: AKAPA8407B AADHAR NO: 7300 7484 9202.

# 155. MR. GALI PRAVEEN,

Aged about 36 years, S/o. Sri GaliKondaiah, R/at #40, Sree Rama Raksha, 2nd Main, Vinayaka Nagar, Vibhuthipura, Bangalore-560037.

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Flat No.\_\_

PAN: BAOPP453OR

AADHAR NO: 6392 45L5 6042.

### 156.MR. SIDDANNA I HOSUR,

Aged about 38 years, S/o. Sri IshappaHosur, R/at Flat No.011, Purvi Pride Apartment, Near Shiva temple, GunjurBalagere road, Bangalore 560087. PAN: ABXPH4687E

AADHAR No: 4263 4249 2439.

# 157.MRS. P.SHANTHI,

Aged about 44 years, D/o Sri. P. Narayanappa, R/at, #349, 15<sup>th</sup> Cross, 17<sup>th</sup> Main, 4<sup>th</sup> Sector, HSR Layout, Bangalore-560102, PAN: CYGPP4267G AADHAR No: 4123 5468 5650.

All are represented by their General Power of Attorney Holder,

# M/s. NOVALIFE INNOVATIVE STRUCTURE LLP,

A Registered partnership Firm,
Registered under the Indian
Partnership Act 1932,
Having its registered office at,
No. 508-168/2, 2ndFloor,
Gunjur Village,
Varthur Hobli,
Bangalore-560 087.
Represented by its Managing Partner
MR. P. NAGANDRA,
S/o. P. Narayanappa

Hereinafter called the **"VENDORS** 

For, M/s. Novalife Innovative Structures LLP.

Project Name: NOVO GARDENIA

Flat No.\_\_

(which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, executors and successors in title, executors, administrators and permitted assigns) **OF THE FIRST PART:** 

#### : **AND**:

#### M/s. NOVALIFE INNOVATIVE STRUCTURE LLP,

A Registered partnership Firm,
Registered under the Indian
Partnership Act 1932,
Having its registered office at,
No. 508-168/2, 2ndFloor,
Gunjur Village,
Varthur Hobli,
Bangalore-560 087.
Represented by its Managing Partner
MR. P. NAGANDRA,
S/o. P. Narayanappa
hereinafter called the "BUILDER"

(which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners, successors in title, legal heirs, executors, administrators and permitted assigns) **OF THE SECOND PART** 

#### : IN FAVOUR OF:

Mr. XXXXXX XXXXXXX

For,  $\ensuremath{\mathrm{M/s}}.$  Novalife Innovative Structures LLP,

#### Hereinafter called the "PURCHASER/S"

(Which expression wherever it so requires shall mean and include all his/her/their respective heirs, legal representatives, administrators and executors etc.,) **OF THE THIRD PART:** 

#### **WITNESSETH:**

**WHEREAS**, the Vendor No.1 to 60 are the absolute owner of the property bearing Survey No.215/6 measuring Converted vide. Official Memorandum No.ALN[E.V.H.](Vritha) SR 13/2018-19, dated 19.01.2019 and Survey No.215/7 15.08 Guntas, Converted vide, Official Memorandum ALN[E.V.H.](Vritha) SR 14/2018-19, dated 19.01.2019 totally measuring 38.16 Guntas, issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

represents that, the property bearing **WHEREAS**, the Vendor No.1 to 60 Sy.No.215/6 measuring 23.08 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, is the portion of the larger property bearing Sy.No.215/6 measuring 30 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belonging to one Sri. Munishami@ Heelalige Munishamappa, S/o. Ramanna. Thereafter, Sri. Munishami@ Heelalige Munishamappa, S/o. Ramanna and his wife Smt. Gangamma and there only son Sri. Ramaiah died interstate leaving behind their legal hairs viz., Smt. Sampamma, Sri. GR. Ramaiah, Sri. G.R. Muniswamy, Sri. G.R. Narayanappa, Smt. Muniyamma, Smt. Gowramma, Sri. G.R. Nagaraju and Sri. G.R. Chikkapillaiah to succeed to the estate of the deceased and accordingly the Khatha has been mutated to the name of Smt. Sampamma, Sri. GR. Ramaiah, Sri. G.R. Muniswamy, Sri. G.R. Narayanappa, Smt. Muniyamma, Smt. Gowramma, Sri. G.R. Nagaraju and Sri.G.R. Chikkapillaiah jointly as per IHC No. 3/1993-94 with respect to the property bearing Sy.No.215/6 measuring 30 Guntas.

WHEREAS, subsequently, Sri. GR. Ramaiah, Sri. G.R. Muniswamy, Sri. G.R. Nagaraju had offered to sell the Land bearing Sy. No. 215/6 measuring 30 Guntas to Sri. G.M. Nanjundappa S/o Madappa and as to the said offer Sri, G.M. Nanjundappa had accepted to the said offer made and subsequently a Sale Agreement dated: 07.08.1994 was been entered by and between Sri. GR. Ramaiah, Sri. G.R. Muniswamy, Sri. G.R. Nagaraju and Sri. G.M. Nanjundappa S/o Madappa, Thereafter

For, M/s. Novalife Innovative Structures LLP,

Sri. Ramaiah and Others failed to execute the registered Sale Deed in favour of Sri. G.M. Nanjundappa S/o Madappa as per the terms of the Sale Agreement had filed a suit for specific performance of the Sale Agreement dated: 07.08.1994, bearing 0.S. No. 662/1995, and the said suit was been decreed by the Hon'ble court by passing an order stating that Sri. GR. Ramaiah, Sri. G.R. Muniswamy, Sri. G.R. Nagaraju has to execute a Sale Deed as per the terms of the Sale Agreement dated: 07.08.1994, in favour of Sri. Nanjundappa S/o Madappa by receiving the balance sale consideration. Wherein Sri. Ramaiah and others failed to execute the Sale Deed in favour of Sri. G.M. Nanjundappa S/o Madappa, filed an Execution Petition E.X. No. 46/1997, in the courts of the II Additional Civil Judge(Sr.Dn)Bangalore Rural Division. Subsequently Sri.Narayanappa and Smt. Muniyamma both children of Sri. Ramaiah filed an suit for Partition and separate position bearing O.S No. 530/1999 against Sri. G.R. Ramaiah , Sri. G.R. Muniswamy, Sri. G.R. Nagaraju, with respect to land beraing Sy.No. 215/6 measuring 30 Gunas. Meanwhile Sri. Narayanappa and Smt. Munivamma had filed an Miscellaneous Petition No. 39/2006 before the Principal District Judge Bangalore Rural District seeking for transfer of Execution Petition No. 46/1997 to the II Additional Civil Judge(Sr.Dn)Bangalore Rural Divisionas both the cases are similar In nature and the said Miscellaneous Petition was allowed and both the cases that is O.S No. 530/1999 and E.X. No. 46/1997 were herd. During the pendency of the afore said Suits a Sale Deed dated: 30.06.2008 was been executed by Smt. Rajamma W/o Late Ramaiah, Sri. Manjunath S/o Late Ramaih, Sri, Manjula D/o Late Ramaih, Sri. G.R. Muniswamy Late Ramaih, Sri. Rama Murthy G.M. S/o. Muniswamappa, Miss. Ramya G.M. D/o G.M. Nethra Muniswamappa. Miss. G.M D/o Muniswamappa. Sri. Narayanappa@Narayana Murthy S/o Late Ramaiah, Miss. Shoba G.N D/o Narayanappa, Miss Bhagya G.N D/o Narayanappa, Miss. Roopa G.N Narayanappa, Smt. Muniyamma W/o Krishnappa, Smt. Gowramma W/o Ramaiah, Sri. G.R. Nagaraju S/o Late Ramaiah Sri. G.R. ChikkapillaiahS/o Late Ramaiah, Miss. Manu D/o Chikkapillaiah, Miss. Sahana D/o Chikkapillaiah (Manu and Sahana are minors represented by their father Sri. Chikkapillaiah as Guardian) and Sri. G.M. Nanjundappa S/o Madappa(Plaintiff in Execution Petition No. 46/1997) in favour of Sri. T.V. Nanjundappa S/o Veerabhadraiah, registered as Document No. VRT-1-1310/2008-09, registered in the office of the Sub-Registrar Varthur at Bnagalore with respect to land bearing Sv. No. 215/6 measuring 30 Guntas. Thereafter the Parties in O.S. No. 530/1999 had filed an compromise Petition under Order 23 Rule 3 of CPC stating that the said matter as been amicably settled and are withdrawing the suit bearing O.S. No. 530/1999 and as per the said compromise petition the Hon'ble Court has Decreed the suit.

For, M/s, Novalife Innovative Structures LLP.

**WHEREAS,** the Vendor No.1 to 60 represents that, the property bearing Sv.No.215/7 measuring 15.08 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, is the portion of the larger property bearing Sy.No.215/7 measuring 31 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belonging to one Smt. Basamma W/o Nanjappa, having acquired the same by virtu of the Sale Deed dated 16.03.1939 executed by its predecessor-in-title Sri. Muniswamappa and Sri.Ramaiah registered as Document No. 3109/1938-39, registered in the office of the Sub-Registrar Bnagalore South Taluk. After the death of Sri.Basamma her children by name Sri. Veerabhadraiah and Sri. Chikkaveerbhadraiah effected partition amongst them by way of an Partition Deed dated: 23.09.1969, registered as Document No. 2944/1969-70, registered in the office of the Sub-Registrar Bangalore South Taluk and as per the said partition the land bearing Sy. No. 215/7 was been equally dived wherein the western portion of Sy. No. 215/7 measuring 15.08 Guntas was been allotted to Sri. Veerabhadraiah and the eastern portion of Sv. No. 215/7 measuring 15.08 Guntas was been allotted to Sri. Chikkaveerhadraiah. Therafter Sri. Veerabhadaraiah died interstate leaving behind his wife Smt. Lalithamma and Sri. Nataraj, wherein Smt. Lalithamma W/o Veerabhadraiah and Sri. Nataraj S/o Veerabhadraiah had executed a Sale Deed dated: 19.05.1980 in favour of Sri. T.V. Nanjundappa S/o Veerabhadrappa registered as Document No. 1337/1980-81, in the office of the Sub-Registrar Bangalore South Taluk.

**WHEREAS**, Sri. T.V. Nanjundappa S/o Veerabhadraiah from the above said transactions became the owner of the said land bearing Sv.No. 215/6 measuring 30 Guntas and Say.No.215/7 measuring 15.08 Guntas. Thereafter Sri. T.V. Nanjundappa along with is family that is Sri. G.N. Siddaraju, Sri. G.N. Manjunath, Smt. Malathi, Smt. Shanthamma, Sri. G.S. Srikanth, Sri. G.S. Harish and Sri. Madhukar entered into a Joint Development Agreement dated: 06.10.2016 with M/s. Primus Homes a partnership firm represented by its partner Sri. Nagendra, registered as Document No. BNS-1-09156/2016-17 stored in CD No. BNSD504, registered in the office of the Sub- Registrar Banaswadi. Subsequently Sri. T.V. Nanjundappa S/o Veerabhadraiah along with is family members had also executed a General Power of Attorney dated: 06.10.2016 authorizing M/s. Primus Homes a partnership firm represented by its partner Sri. Nagendra, as the lawful attorney holder to carry out all the acts in there favour registered as Document No. BNS-4-00537/201617, stored in BNSD504, registered in the office of the Sub-Registrar Banaswadi, Bangalore, with respect to land bearing Sy. No. 215/6 measuring 23.08 Guntas and Sy.No. 215/7 measuring 15.08 Guntas totally measuring 38.16 Guntas. Subsequent Sri. T.V.

For, M/s. Novalife Innovative Structures LLP,

Nanjundappa got the land bearing Sy. No. 215/6 measuring 23.08 Guntas converted from agriculture to non agriculture residential purpose by way of an Official Memorandum No.ALN[E.V.H.](Vritha) SR 13/2018-19, dated 19.01.2019 and Survey No.215/7 measuring 15.08 Guntas, Converted vide, Official Memorandum No. ALN[E.V.H.](Vritha) SR 14/2018-19, dated 19.01.2019 totally measuring 38.16 Guntas, issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

WHEREAS, due to unavoidable circumstances the said JDA and GPA both dated: 06.08.2016, entered between Sri. T.V. Nanjundappa and M/s. M/s. Primus Homes a partnership firm represented by its partner Sri.Nagendra, stood cancelled and subsequently a cancellation of Joint Development Agreement dated: 02.12.2019, was been entered between Sri. T.V. Nanjundappa and others and M/s. Primus Homes a partnership firm represented by its partner Sri. Nagendra,registered as Document No. MDP-1-07577/2019-20 stored in CD.No. MDPD494, registered in the office of the Sub-Registrar Mahadavepura Bangalore, and Cancellation of General Power of Attorney dated: 02.12.2019 was also been executed by and between Sri. T.V. Nanjundappa and others and M/s. Primus Homes a partnership firm represented by its partner Sri. Nagendra, registered as Document No. MDP-4-00332/2019-20 stored in CD.No. MDPD494, registered in the office of the Sub-Registrar Mahadavepura Bangalore, with respect to Sy. No. 215/6 measuring 23.08 Guntas and 215/7 measuring 15.08 Guntas totally measuring 38.16 Guntas.

WHEREAS, thereafter, Sri. T.V. Nanjundappa along with his family that is Sri. G.N. Siddaraju, Sri. G.N. Manjunath, Smt. Malathi, Smt. Shanthamma, Sri. G.S. Srikanth, Sri. G.S. Harish and Sri.Madhukar and M/s. Primus Homes a partnership firm represented by its partner Sri. Nagendra (Conforming Party) executed a Sale Deed dated: 16.10.2019 in favour of Sri. Ashok Kumar S/o Ram Kumar and others, registered as Document No. MDP-1-07579/2019-20, stored in CD. No. MDPD494, registered in the office of the Sub-Registrar Mahadevapura at Bangalore with respect to land bearing Sy. No. 215/6 measuring 23.08 Guntas and Sy. No.215/7 measuring 15.08 Guntas totally measuring 38.16 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS,** in the manner stated above, Sri. Ashok Kumar S/o Ram Kumar and others Vendor No.1 to 60 herein became the absolute owner of the property bearing Sy. No. 215/6 measuring 23.08 Guntas and Sy. No.215/7 measuring 15.08 Guntas

For, M/s. Novalife Innovative Structures LLP,

totally measuring 38.16 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS**, the Vendor No. 1,61 and 80 to 156 are the absolute owner of the property bearing Sy.No.215/10(old Sy. No. 215/8) measuring1 Acer 25 Guntas, Converted vide, Official Memorandum No. ALN[E.V.H.](Vritha) SR 111/2019-20, dated 30.10.2019' issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban District.

WHEREAS, the Vendor No. 1 to 61 and 80 to 156 represents that, the property bearing Sy.No.215/10(old Sy. No. 215/8) measuring 1 Acre 25 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), is the portion of the larger property bearing Sy.No.215/8 measuring 3 Acres 10 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to one Sri G.A. Krishnappa, who acquired the title by virtue of the Gift Deed dated: 09.05.1969, registered as Document No. 700/1969-70, registered in the office of the Su-Registrar Bangalore South Taluk, thereafter the said Khath was been mutated in the name of Sri. G.A. Krishnappa by way of a mutation registrar extract bearing MR.No.57/1980-81, with respect to the land bearing Sy.No. 215/10(Old Sy. No. 215/8) measuring 1 Acre 25 Guntas.

WHEREAS, Sri. G.A. Krishnappa died interstateleaving behind his wife Smt. Shanthamma and his legal hairs viz., Smt. G.K. Manjula, Sri. G.K. Nagaraj and Sri.G.K. Dhanaraj to succeed to the estate of Sri. G.A. Krishnappa. Thereafter the said land bearing Sy. No. 215/8 totally measuring 3 Acres 10 Guntas was been poded by way of an podi proceeding and has been assigned with a new Sy. No. 215/8 measuring 1 Acre 25 Guntas and Sy.No. 215/10 measuring 1 Acre 25 Guntas and the name of Sri.G.K. Nagaraj and Sri. G.K. Danaraj both son's of Late G.A. Krishnappa was been reflecting as the Khathadhars of the said Sy. No. 215/10 measuring 1 Acre 25 Guntas by way of a mutation registrar extract bearing MR. No. 14/2009-10.

**WHEREAS,** Partition Deed dated: 20.10.2016 was entered between Smt. G.K. Manjula, G.K. Manjula, Sri. G.K. Nagaraj and Sri. G.K. Dhanaraj with respect to the joint family registered as Document No. HLS-1-03212/2016-17 stored in CD No. HLSD137, in the office of the Sub-Registrar Halsur at Bangalore and as per the said family partition dated: 20.10.2016, the said land bearing Sy. No. 215/10, was been allotted to the share of Sri. G.K. Nagaraj and Sri. G.K. Dhanaraj and the Khatha was

For,  $\ensuremath{\mathrm{M/s}}.$  Novalife Innovative Structures LLP,

also been mutated in there name by way of an mutation registrar bearing MR. No. H33/2016-17.

WHEREAS, Sri. G.K. Nagaraj and Sri. G.K. Dhanaraj has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.215/10 measuring 1 Acre 25 Guntas from agricultural to non-agricultural residential purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official Memorandum, dated: 30.10.2019 bearing No. ALN[E.V.H.](Vritha) SR 111/2019-20 according to which the property bearing Sy.No.215/10 measuring 1 Acre 25 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, Sri. G.K. Nagaraj S/o Late G.A. Krishnappa, Smt. Padama.M W/o G.K. Nagaraj, Master. G.N. Harsha, Master. G.N. Nayana both children of G.K. Nagaraj(both minors represented by there father G.K Nagaraj as there natural guardian) Sri. G.K. Danaraj S/o Late G.A. Krishnappa, Smt. Shilpa.D W/o G.K. Danaraj, Kumari. G.D. Nehakrishna D/o G.K. Dhanaraj executed a Sale Deed dated: 02.01.2020 in favour of Sri. Sri. C.R. Nagendra S/o Late. C.S. Rama Rao and others, registered as Document No. MDP-1-09206/2019-20, stored in CD. No. MDPD529, registered in the office of the Sub-Registrar Mahadevapura at Bangalore with respect to land bearing Sy. No. 215/10measuring 1 Acre 25 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS,** in the manner stated above, Sri. C.R. Nagendra S/o Late. C.S. Rama Rao and others Vendor No.1 to 61 and 80 to 156 herein became the absolute owner of the property bearing Sy. No. 215/10 measuring 1 Acre 25 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

WHEREAS, the Vendor No. 61 to 79 are the absolute owner of the property bearing Survey No.215/15 measuring 15.8 Guntas, Converted vide, Official Memorandum dated: 19.01.2019 bearing No. ALN[E.V.H.](Vritha)SR 12/2018-19issued by Special Deputy Commissioner, Bangalore Urban Districtsituated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District.

**WHEREAS**, the Vendor No.61 to 79 represents that, the property bearing Sy.No.215/15 measuring 15.8 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Talukis the portion of the larger property bearing Sy.No.215/7

For, M/s. Novalife Innovative Structures LLP,

measuring 31 Guntas, is the portion of the larger property bearing Sy.No.215/7 measuring 31 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belonging to one Smt. Basamma W/o Nanjappa, having acquired the same by virtu of the Sale Deed dated 16.03.1939 executed by its predecessor-in-title Sri. Muniswamappa and Sri.Ramaiah registered as Document No. 3109/1938-39, registered in the office of the Sub-Registrar Bnagalore South Taluk. After the death of Sri.Basamma her children by name Sri.Veerabhadraiah and Sri. Chikkaveerbhadraiah effected partition amongst them by way of a Partition Deed dated: 23.09.1969, registered as Document No. 2944/1969-70, registered in the office of the Sub-Registrar Bangalore South Taluk and as per the said partition the land bearing Sy. No. 215/7 was been equally dived wherein the western portion of Sy. No. 215/7 measuring 15.08 Guntas was been allotted to Sri. Veerabhadraiah and the eastern portion of Sy. No. 215/7 measuring 15.08 Guntas was been allotted to Sri. Chikkaveerhadraiah.

WHEREAS, thereafter, Sri. Chikkaveerabhadraiah from the above said transaction became the owner of the said land bearing Sy. No. 215/7 measuring 15.08 Guntas. Thereafter, Sri. Sri. Chikkaveerabhadraiah along with his children Sri. C.V. Nanjanna and Sri. C.V. Chandrashekar (both minors represented by their father Sri. Chikkaveerabhadraiah as natural guardian) executed a Sale Deed dated: 21.10.1971, in favour of Sri. Ramaiah S/o Late Muniveerappa, registered as Document No. 4039/1971-72, registered in the office of the Sub-Registrar Bnagalore South Taluk, with respect to the land bearing Sy. No. 215/7 (eastern portion) measuring 15.08 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

WHEREAS, Sri. Ramaiah S/o Late Muniveerappa along with his mother Smt. Honnamma W/o Late Muniveerappa and his brothers Sri. Sampangappa, Sri. Nanjappa and Sri. Lingappa, had enteted in to a family partition by way of an Panchayath Parikath dated: 10.02.1973 with respect to the joint family property and as per the said Panchayath Parikath the Sy. No. 215/7 measuring 15.08 Guntas was been allotted to the share of Sri. Ramaiah S/o Muniveerappa. Further the Khatha with respect to the land bearing Sy. No. 215/7(eastern portion) was been mutated in the name of Sri. Ramaiah S/o Muniveerappa by way of an mutation registrar bearing M.R. No. 4/1992-93.

**WHEREAS**, Sri. Ramaiah and his wife Smt. Eeramma died interstate leaving behind there only son Sri. G.R. Muniveerappa to succeed to the estate of Sri.Ramaiah and Smt. Eeramma. Further after the death of Sri. Ramaiah the said Khatha with respect to the land bearing Sy. No. 215/7 (eastern portion) measuring 15.08 Guntas was

For, M/s. Novalife Innovative Structures LLP,

been mutated in the name of Sri. G.R. Muniveerappa by way of a mutation registrar bearing MR. No.H78/2014-15.

**WHEREAS**, Sri. Muniveerappa S/o Ramaiah acquiring the title over the said land bearing Sy. No. 215/7 (eastern portion) measuring 15.08 Guntas, along with his son Sri. Dhanush G.M has executed a Sale Agreement dated: 27.06.2015, in favour of Sri. L. Jayaram, registered as Document No. VRT-1-01196/2005-16, registered in the office of the Sub- Registrar Varthur at Bangalore. Thereafter, the said land bearing Sy. No. 215/7(eastern portion) measuring 15.08 Guntas was been Phoded by way of an Phodi proceedings and was been allotted with a new Sy. No. 215/15 measuring 15.08 Guntas, by way of an mutation registrar bearing MR. No. T9/2016-17.

WHEREAS, due to some unavoidable circumstances the said Dale Agreement dated: 27.06.2015, executed between, Sri.Muniveerappa S/o Ramaiah and his son Sri. Dhanush G.M and Sri. L. Jayaram, couldn't be performed hence have mutually agreed and have agreed to cancel the said Sale Agreement by way of Cancelation of the Sale Agreement, dated: 16.10.2019, registered as Document No. INR-1-06994/2017-18, with respect to the land bearing Sy,No. 215/15(old Sy. No. 215/7) measuring to a extent of 15.08 Guntas.

WHEREAS,Sri. Muniveerappa has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.215/15(old Sy. No. 215/7) measuring 15.08 Guntas out of 31 Guntas from agricultural to non-agricultural residential purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official Memorandum, dated: 19.01.2019 bearing No. ALN[E.V.H.](Vritha) SR 12/2018-19 according to which the property bearing Sy.No.215/15(old Sy. No. 215/7) measuring15.08 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, Muniveerappa S/o Ramaiah, Smt. Shashikalla W/o Muniveerappa and his son Sri. Dhanush G.M had executed a Sale Deed dated: 16.10.2019 in favour of Sri. C.R. Nagaendrana S/o Late C.S. Rama Rao and Others, registered dated: 16.10.2019 as Document No. MDP-1-07581-2019-20, stored in CD. No. MDPD494, registered in the office of the Sub- Registrar Shivajinagara(Mahadavapura), with respect to converted land bearing Sy. No. 215/15(old Sy. No. 215/7) measuring 15.08 Guntas out of the land totally measuring 30 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

For, M/s. Novalife Innovative Structures LLP.

**WHEREAS,** in the manner stated above, Sri. . C.R. Nagaendrana S/o Late C.S. Rama Rao and Others, Vendor No. 61 to 79 herein became the absolute owner of the property bearing Sy. No. 215/15(old Sy. No. 215/7) measuring 15.08 Guntas out of the land totally measuring 30 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS,** the Vendors No. 1 to 60 being the absolute owners of the land bearing Sy. No. 215/6 measuring 23.08 Guntas, Sy.No. 215/7 measuring 15.05 Guntas, Vendors No. 1, 61 and 80 to 156 being the absolute owners of the land bearing Sy. No. 215/10 measuring 1 Acre 25 Guntas & Vendors No. 61 to 79 in the and the bearing Sy. No. 215/15 measuring 15.08 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, have entered into a Joint Development Agreement dated: 22.04.2021 with M/s. Novolife Innovative Structures LLP, represented by its one of the partner Sri. P. Nagendra S/o P. Narayanappa, registered dated: 31.07.2021 as Document No. BNS-1-04269/2021-22, stored in CD.No. BNSD1311, registered in the office of the Sub-Registrar Shivajinagara (Banaswadi), at Bangalore by developing the same by constructing a Multi-Stored Residential Apartment with the ratio 53:47i.e., 47% super builtup area, undivided share, car parking space shall belong to the owners share and 53% super builtup area, undivided share, car parking space shall belong to M/s. Novolife Innovative Structures LLP. Subsequently a General power of attorney has been executed by Vendors1 to 60 and 80 to 156 appointing M/s. Novolife Innovative Structures LLP, (Developer) as there lawfull attorney to carry out all the acts and deeds as mentioned the GPA, registered dated: 31.07.2021 as Document No. BNS-1-00231/2021-22 stored in CD.No. BNSD1311, registered in the office of the Sub-Registrar Shivajinagara (Banaswadi), at Bangalore.

**WHEREAS**, the Vendor No.157 is the absolute owner of the property bearing Sy.No.215/13, measuring 6 Guntas, Converted vide, Official Memorandum No. ALN[E.V.H.](Vritha) SR 16/2018-19, dated 21.01.2019 issued by Special Deputy Commissioner, Bangalore Urban District, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban District.

WHEREAS, the Vendor No.157 represents that, the property bearing Sy.No.215/13 measuring 6 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), is the portion of the larger property bearing Sy.No.215/1 measuring 30 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), was originally belongs to one Sri G.M. Narayana Reddy S/o Late Munishamappa @ Bodappa, who acquired the

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title by virtue of the Partition Deed dated: 03.05.1973, registered as Document No. 690/1973-74, registered in the office of the Sub-Registrar Bangalore South Taluk. Thereafter Sri G.M. Narayana Reddy S/o Late Munishamappa @ Bodappa had executed a Sale Deed dated: 07.01.1978, in favour of Sri. G.M. Ramaiah S/o Late Munishamappa @ Bodappa, as per the said transaction the said Khath was been mutated in the name of Sri. Sri G.M. Narayana Reddy S/o Late Munishamappa @ Bodappa by way of a mutation registrar extract bearing MR.No. 6/1984-85, with respect to the land bearing Sy. No. 215/1, measuring 32 Guntas.

**WHEREAS**, Sri. G.M. Ramaiah S/o Late Munishamappa @ Bodappa being the owner of the said Sy. No. 215/1 measuring 30 Guntas had got the land phoded by way of Phodi proceedings and the said land bearing Sy. No. 215/1 measuring 30 Guntas was been allotted with a new Sy. No. 215/13 measuring 32 Guntas by way of a mutation registrar extract bearing MR. No. H86/2013-14.

WHEREAS, Sri. G.M. Ramaiah has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.215/13 measuring 6.8 Guntas out of 30 Guntas from agricultural to non-agricultural residential purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official Memorandum, dated: 21.01.2019 bearing No. ALN[E.V.H.](Vritha) SR 16/2018-19 according to which the property bearing Sy.No.215/13 measuring 6.8 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, Sri. G.M. Ramaiah S/o Late Munishamappa @ Bodappa had executed a Sale Deed dated: 06.10.2016 along with his family Smt. Padamma W/o G.M. Ramaiah, Sri. G.R. Narendra Kumar S/o G.M. Ramaiah, Smt. Mamatha.C W/o G.R. Narendra Kumar, Kumari.Haritha. N, Kumari. Sharanya. N both D/o G.R. Narendra Kumar(both minors represented by their mother Smt. Mamatha. C as their natural guardian) in favour of Smt. P. Shanthi D/o P. Narayanappa, registered dated: 23.10.2019 as Document No. BNS-1-12310-2019-20, stored in CD. No. BNSD888, registered in the office of the Sub- Registrar Shivajinagara(Banaswadi), with respect to converted land bearing Sy. No. 215/13 measuring 6 Guntas out of the land totally measuring 30 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

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**WHEREAS,** in the manner stated above, Smt. P. Shanthi D/o P. Narayanappa Vendor No.157 herein became the absolute owner of the property bearing Sy. No. 215/13 measuring 6 Guntas out of the land totally measuring 30 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS,** the Vendor No. 157, is the absolute owner of the property bearing Survey No.215/17 measuring 2 Guntas, Converted vide, Official Memorandum dated: 21.01.2019 bearing No. ALN[E.V.H.](Vritha)SR 15/2018-19 issued by Special Deputy Commissioner, Bangalore Urban Districtsituated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban District.

WHEREAS, the Vendor No. 157, represents that the property bearing Sy. No. 215/17 measuring 2 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, is the portion of the larger property bearing Sy.No.215/3 measuring 35 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk) was originally belongs to Smt. Gowramma W/o. Gurrappa who acquired the title over the property by virtu of Sale Deed dated: 14.06.1971, executed by its predecessors-in-title Sri. Narayanappa, which as been registered as Document No. 1433/1971-72, Book-1, Volume No. 880, in the office Sub-Registrar, Bangalore South Taluk.

WHEREAS, the Said Smt. Gowramma W/o Gurrappa being the owner of the said land bearing Sy. No. 215/3 measuring 35 Guntas has executed a Sale Deed dated: 14.03.1977, in favour of Smt. Lakshmamma W/o Narayanappa, registered as Document No. 3502/1976-77, Book-1, Volume No. 1233, registered in the office of the Sub-Registrar Bangalore South Taluk. Thereafter the khatha with respect to the said land bearing Sy. No. 215/3 was been mutated in the name of Smt Lakshmamma W/o Narayanappa by way of a mutation registrar extract bearing MR. No. 3/1987-88, Thereafter the said land bearing Sy. No. 215/3 measuring 35 Guntas was been Phoded by way of a Phodi proceedings and was been allotted with a new Sy. No. 215/17 measuring 2 Guntas, which is available in the mutation registrar bearing MR. No. T23/2006-17.

WHEREAS, Smt Lakshmamma W/o Narayanappa has made an application to the Special Deputy Commissioner (Revenue), Bangalore District for conversion of land bearing Sy.No.215/17(old Sy. No. 215/3) measuring 2 Guntas out of 35 Guntas from agricultural to non-agricultural residential purpose. After the survey, the Special Deputy Commissioner (Revenue), Bangalore District has issued an Official

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Memorandum, dated: 21.01.2019 bearing No. ALN[E.V.H.](Vritha) SR 15/2018-19 according to which the property bearing Sy.No.215/17(old Sy. No. 215/3) measuring 2 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk has been converted from agricultural to non-agricultural residential purposes.

WHEREAS, Smt. Lakshmamma W/o Narayanappa along with her children Sri. Anand S/o Narayanappa and Smt. Kanthamma D/o Narayanappa has executed a Sale Deed dated: 06.10.2016, in favour of Smt. P. Shanthi D/o P. Narayanappa, registered dated: 23.10.2019, registered as Document No. BNS-1-12313/2019-20, stored in CD. No. BNSD888, registered in the office of the Sub-Registrar Shivajinagar(Banaswadi), with respect to the land bearing Sy. No. 215/17 (old Sy. No. 215/3) measuring 2 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

**WHEREAS,** in the manner stated above, Smt. P. Shanthi D/o P. Narayanappa, became the absolute owner of the property bearing Sy. No. 215/17 (old Sy. No. 215/3) measuring 2 Guntas out of the land totally measuring 35 Guntas situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk.

WHEREAS, the Vendor No. 157, being the owner of the land bearing Sy. No. 215/13(old Sy. No. 215/4) measuring 6.08 Guntas& 215/17(old Sy. No. 215/3) measuring 2 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk, entered into a Joint Development Agreement dated: 22.04.2021 with M/s. Novolife Innovative Structures LLP, represented by its one of the partner Sri. P. Nagendra S/o P. Naravanappa, registered dated: 10.08.2021 as Document No. BNS-1-04719/2021-22, stored in CD.No. BNSD1319, registered in the office of the Sub-Registrar Shivajinagara(Banaswadi), at Bangalore by developing the same by constructing a Multi-Stored Residential Apartment with the ratio 80:20i.e., 20% super builtup area. undivided share, car parking space shall belong to the owners share and 80% super builtup area, undivided share, car parking space shall belong to M/s. Novolife Innovative Structures LLP(Developer). Subsequently a General power of attorney as been executed thereby appointing M/s. Novolife Innovative Structures LLP, (Developer) as their lawfull attorney to carry out all the acts and deeds as mentioned the GPA, registered dated: 31.07.2021 as Document No. BNS-4-00267/2021-22 stored in CD.No. BNSD1319, registered in the office of the Sub-Registrar Shivajinagara (Banaswadi), at Bangalore.

**WHEREAS**, Item Nos. I to V of the Schedule herein together form a composite block and they are together referred to as Schedule 'A' Property for convenience.

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**WHEREAS**, the Vendors are thus fully seized and possessed of Schedule 'A' Property with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

**AND WHEREAS,** the Builder, as the Item Nos. I to V of the Schedule 'A' Property abut to each other and form the larger property in a composite block, with the consent of all respective members of the Vendors, decided and agreed to undertake development thereof under a composite scheme of development in terms of the aforesaid Joint Development Agreements and all the said Joint Development Agreements collectively referred to as 'Principal Agreement'.

**WHEREAS,** subsequently, as the Schedule 'A' Property on coming within the limits of Bruhat Bangalore Mahanagara Palike (BBMP) was assessed for municipal property taxes and was assigned with the Amalgamated Municipal Khata No. 7677, Sy.No's.215/6, 215/7, 215/15, 215/10, 215/10, 215/13 & 215/17, Municipal No.149 and the details of the joint Khathedar was registered in the records maintained by Bruhat Bangalore Mahanagara Palike.

AND WHEREAS, pursuant to the above, the Second Party formulated a scheme of Residential Development consisting of Residential Apartment Building and secured Building Construction Plan sanctioned by the Joint Director (Town Planning - North), BBMP vide No. BBMP/ Addl.Dir/JDNORTH/ LP/0070/2022-23 dated: 17.03.2023 for construction of residential apartment buildings consisting. Further, 3Block consisting of Three Towers viz., Tower 'A', 'B' and 'C' comprising of Basement level, Ground and Fourteen Upper Floors, as per approved plan and the entire development is identified as "'NOVO GARDENIA'". The Builder may secure further modifications to the existing plan sanctioned and in such an event the development shall be in terms of the proposed modified plan.

WHEREAS, the Builder has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 hereinafter referred to as "the Act" and Karnataka Real Estate (Regulation and Development) Rules 2017 Act with the Real Estate Regulatory Authority vide Application acknowledge No.

**WHEREAS,** the Builder as aforesaid formulated a scheme of ownership of apartments in 'NOVO GARDENIA' in terms of which any person desirous of owning an apartment in any of the Blocks stated above in 'NOVO GARDENIA' with/without

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covered car parking space/Garden Area/Terrace Area as will be nominated by the Builder to purchase the undivided share, right, title and interest in the Schedule 'A' Property from the Vendor and such Purchasers by virtue of agreeing to purchase the undivided interest as allotted by the Builder in the Schedule 'A' Property will get a right to construct the chosen apartment in any of the Blocks in 'NOVO GARDENIA' through the Builder and upon conveyance of such undivided share in the Schedule 'A' Property, the Purchaser/s will perfect his/her/their title over the apartment to be constructed. In the overall scheme proposed by the builder, the owners of all the apartments will proportionately hold such undivided right, title and interest in the Schedule 'A' Property, absolute ownership of the apartment to be constructed and the right to use all the common areas, amenities and facilities, within Schedule 'A' Property. The Scheme as described above forms the basis of sale and ownership of the Apartments in Project.

AND WHEREAS, the Vendors and Builder identified the apartments and built-up areas etc., falling to their respective shares in 'NOVO GARDENIA' being constructed by the Builder on Schedule 'A' Property in terms of individual respective Sharing Agreements dated: \_\_\_\_\_\_ &\_\_\_\_ respectively and agreed that the Vendors and Builder are entitled to dispose of their respective shares and other entitlements of the built-up areas, car parking areas in their own names.

AND WHEREAS, the Purchaser/s herein after due verification and scrutiny and being satisfied with the title of the Vendors upon the Schedule `A' Property and with the scheme propounded by the Builder and sanctions plan/ modified plan, is/are applied for allotment of an Apartment dated: XX-XX-XXXX and further to which has been allotted Apartment No. XXXX, having SBUA XXXX Sq. Ft.measuring Carpet Area XXXXXXX Sq. Ft. in XXXXXXXX Floor of Block X of Tower X of the project 'NOVO GARDENIA' along with one covered car parking as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause(n) of Section 2 of the Act. The Floor Plan of the apartment is annexed hereto and marked as Annexure 4 to this Agreement.

WHEREAS, the Purchaser having interested in constructing and owning an Apartment in one of the Blocks in 'NOVO GARDENIA' described in Schedule 'C' beingbuilt in Schedule 'A' Property and as per the scheme the Purchaser/s agreed to purchase the undivided share as aforesaid in Schedule 'A' Property from the Vendor more fully described in Schedule 'B' herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its obligations and liabilities and

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limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Purchaser/s, has/have approached and offered to purchase the Schedule `B' Property.

WHEREAS, the Purchaser/s hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and disclosures made by the Vendors and the Builder. The Purchaser/s is/are aware and consented that Common Areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project 'NOVO GARDENIA'.

AND WHEREAS, the Vendor has offered to sell Schedule `B' Property free from all encumbrances with right to build and own Schedule `C' Apartment and the Purchaser/s accepted the said offer and agreed to purchase the Schedule `B' Property free from all encumbrances with the right to build and own Schedule `C' Apartment for consideration mentioned below. Upon such sale in the overall scheme, the entire Schedule `A' Property will be jointly owned and held by the owners of the apartments in the building, each of them having a definite undivided share in the Schedule `A' Property and absolute ownership to the respective apartments to be constructed by them and limited ownership of right to use in common with others all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, common garden, access etc., within the Schedule `A' Property and the apartment building.

**WHEREAS**, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Builder/Promoter hereby agree to sell and the Allottee/Purchaser/s hereby agree/s to purchase the property specified in para above.

**AND WHEREAS,** under the aforesaid Sharing Agreements dated: \_\_\_\_\_, the Schedule `B' and `C' Properties are part of the areas allotted to the share of the Builder and hence consideration stipulated herein and all other amounts payable

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by the Purchaser/s under this Agreement shall belong to Builder and Vendor consent for such payment.

#### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

# 1) <u>DEFINITIONS AND INTERPRETATION:</u>

#### 1.1) <u>Definitions:</u>

In addition to the terms defined in the Recitals and Clauses and Schedules of this Agreement, the following words and expressions shall bear the meanings ascribed to them below:

- (a) **Act**" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules. 2017 where the context so requires;
- (b) "Agreement" shall mean this agreement to sell the Schedule "B" Property and construction of the Schedule "C" Apartment, including the Schedule and annexes hereto, as may be amended from time to time;
- (c) "Applicable" means all laws, statutes, regulations, codes, bye –laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are
- (d)in effects or as may be amended, modified, enacted or revoked form time to time hereafter:
- (e) "Association or Association of Apartment Owners or Owners Association" shall all mean the same. Being the Association of Apartment Owners to be formed by the Vendors and Builders, in respect of the Project as per the provisions of the Karnataka Apartment Ownership Act, 1972, in the form of a Company or trust or Society or in the form of any other entity;
- (f) "Association Agreement" shall mean the Maintenance Agreement between the Association and the service provided for maintenance of the Common areas, Amenities and Facilities in the Project;

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- (g) "Balance Sale Consideration" shall mean any part of the sale consideration which has not been and is required to be paid under this agreement in terms of the installments set out in terms of Annexure-1 hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration
- (h) "Balance Cost of Construction " shall mean any part of the Cost of Construction which has not been paid is required to be paid under this agreement in terms of the installments in the payment plan in terms of Annexure-2 hereto, each of which individually also being Balance Cost of Construction and Collectively also referred to as Balance Cost of Construction.
- (i) "Completion Period" shall mean on or before Dec 2022 with 6 month grace period or such extended time as provided in Clauses herein, before which the Vendors and Builders would have applied for and secured the Occupancy Certificate and such Occupancy Certificate may be obtained either Block wise or for the entire Project.
- (j) "Carpet Area" shall mean the net useable floor area of an apartment.
- (k) "Commencement Certificate" shall mean license and plan sanctioned by Joint Director (North), BBMP vide No. BBMP/ Addl.Dir/JDNORTH/LP/0070/2022-23 dated: 17.03.2023.
- (l) "Common Areas of the Project" shall mean and include area demarcated and declared as the common areas of Project. The Common areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Vendor/Builder or Owners Association to be followed by all the owners /occupiers of the apartment in the Project.
- (m) "Common Amenities & Facilities of the Project" shall mean and include those amenities and facilities of the Project, the Common Amenities and Facilities of the Project are subject to such reasonable, no-discriminatory rules and regulation as are prescribed by the Vendors/Builder or the Association to be followed by all the owners/occupiers of the Apartments.

- (n) "Deed of declaration" shall mean the deed of declaration to be executed by the Vendors and Builder to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Karnataka Apartment Ownership Act, 1972;
- (o) "Force Majeure" shall mean the occurrence of one or more of the following events:-
- i) War,
- ii) Flood,
- iii) Drought,
- iv) Fire,
- v) Cyclone
- vi) Earthquake
- vii) Any other calamity caused by nature including those detailed in the clause relation to events of Force Majeure.
- viii) Non availability of Materials
- (p) "**Interest**" means the rate of interest payable by the Vendors and Builders or other Purchaser/s, as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India Highest Marginal Cost of Lending Rate [MCLR] plus 2%.
- (q) "Local Authority" or "Authority" shall mean any union, state, local or other government, administrative, regulatory, judicial or quasi-judicial, authority or self regulating authority or agency, commission, board, tribunal, court, Bangalore Electricity Supply Company Ltd., [BESCOM], Bangalore Water Supply and Sewerage Board (BWSSB), Bangalore development Authority (BDA), Bruhat Bengaluru Mahanagara Palike (BBMP), Real Estate Regulatory, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property.
- (r) "Limited Common Area" shall mean, the Purchaser/s Car Parking Area and such other Ares from and out of the common Areas of the project, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartment and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.

- (s) "Occupancy Certificate" Means the occupancy certificate or partial occupancy certificate or such certificate by whatever name called, issued by the Authority confirming completion of the Project or any of the block/s building therein and pursuant thereto permitting occupation of such block/s of building for which the occupation certificate is issued;
- (t) "Other Costs Charges and expenses" shall mean all the amounts set out in Annexure-1 & 2 hereto, which amounts the Purchaser/s is/are required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payment.
- (u) "Party" unless repugnant to the context, shall mean a signatory to this Agreement and "Parties" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;
- (v) "Payment Plan" shall mean the payment of installment payable by Purchaser as per the schedule mentioned in Anneures-1 & 2 hereto. Each of which individually also being Payment Plan and collectively also referred to as payments Plan.
- (w) "Person" shall mean any natural person. Limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization and shall include any other person as defined under the Act;
- (x) "Plan" or "Sanctioned Plan" shall mean the building plan, which is approved by the Local Authority project;
- (y) "The Project Account" shall mean the account opened in Federal Bank standing in the name of the Builder.
- (z) "**Promoter"** shall mean both Vendors and Builder either jointly or severally.
- (aa) "Purchaser/s Car Park/s" shall mean the car parking space/s allotted to the Purchaser/s for his/their exclusive use so long as the Purchaser/s own/s and occupy/ies the Schedule "C" Property or by any of the occupiers of the Schedule "C" Apartment under the authority or agreement with the Purchaser/s herein:

- (bb) "Apartment Owners/Owners" shall mean any owner or owners of Apartment in the Project.
- (cc) "Sale Deed" shall mean the deed of sale to be executed by the Vendors and Builders, for legally conveying the absolute right, title and interest in the Schedule "B" Property and the Schedule "C" Apartment on the terms and condition contained therein under the Scheme;
- (dd) "Schedule "A" Property" shall mean the land on which the Project is being developed by the Vendor and Builder and more fully described in the Schedule "A" hereto;
- (ee) "Schedule "B" Property" is the undivided share of the land described in Schedule "A" corresponding to the Schedule "C" Apartment more fully set out in the Schedule "B" hereto;
- **(ff) "Schedule "C" Apartment** "is the apartment which is being constructed under the Scheme and more fully described in the Schedule "C" hereto by the Vendors and Builder for the Purchaser/s;
- **(gg) "Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser in addition to the Sale Consideration, Cost of Construction and other Cost Charges and Expenses, under this Agreement.
- **(hh) Super Built Up Area**" of any Apartment shall mean the aggregate of [i] the Carpet Area of an Apartment and [ii] thickness of the external walls [iii] balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and
- (ii) "TDR" Shall mean Transfer of Development Rights that the Vendors and Builder have used to take sanction of the plan by BBMP/BDA for construction of the project.

# 1.2) Interpretation

Unless the context of this Agreement otherwise requires:

(i) The expression 'Vendors' shall, unless otherwise specifically provided for and unless repugnant to the context, always mean and include their respective authorized signatory/signatories form time to time and any power of attorney holder of the Owners;

(ii) References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

(iii) References to persons shall include body corporates, unincorporated associations, partnerships, trusts and any organization or entity having legal capacity;

(iv) Headings and bold typefaces used herein are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

(v) References to Recitals, Clauses, Annexures or Schedules are, unless the context otherwise requires, references to Recitals, Clauses, Annexures or Schedules of this Agreement;

(vi) The Recitals, Schedules and Annexures herein appearing form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement;

(vii) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;

(viii) References to the words 'include' or 'including' shall be construed as being suffixed by the term 'without limitation';

(ix) A defined term shall include its grammatical variations and has been capitalized in the Agreement at appropriate places;

For, M/s. Novalife Innovative Structures LLP,

- (x) Whenever provision is made for the giving of notice, approval or consent by any person, unless otherwise specified, such notice, approval or consent shall be in writing and the words 'notify' and 'approve' shall be construed accordingly;
- (xi) Reference to this Agreement or documents relating to this Agreement shall be construed as reference to such documents relating to the Agreement as the same may be amended, varied, supplemented from time to time; and
- (xii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

#### 2) **AGREEMENT TO SELL AND CONSTRUCT**:

That in pursuance of the aforesaid agreement and in consideration of the Purchaser/s agreeing to participate in the scheme of development and paying the consideration stipulated for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Apartment and all applicable taxes, charges, etc., agreed to be paid in terms of this agreement and subject to the Purchaser/s complying with all the terms herein, the Vendors and Builder hereby agree to sell and the Purchaser/s hereby agree to purchase the Property described in Schedule 'B' herein consisting of an undivided share, right, title, interest and ownership in the land in Schedule 'A' Property and further the Vendors and Builder hereby agree to construct for the Purchaser/s the apartment in Schedule 'C' Property in terms of the scheme envisaged as above.

# 3) **CONSIDERATION FOR SALE OF SCHEDULE 'B' PROPERTY:**

The Vendors and Builder shall sell and the Purchaser/s shall purchase the Property described in Schedule 'B' herein for the consideration stipulated in **Annexure-1** attached hereto with right to construct and own the apartment described in Schedule 'C' herein. The Purchaser/s agree/s to pay the consideration stipulated in Annexure-1 in terms stated therein to the Builder.

#### 4) **COST OF CONSTRUCTION OF SCHEDULE 'C' APARTMENT:**

For, M/s. Novalife Innovative Structures LLP,

The Vendors and Builder hereby agree to construct the apartment described in Schedule 'C' herein for and on behalf of the Purchaser/s at the cost stipulated in **Annexure-2** attached hereto. The cost of construction shall be paid by Purchaser/s to the Builder in terms of the payment Schedule stipulated in Annexure-2 attached hereto.

# 5) **PAYMENT OF APPLICABLE TAXES AND OTHER CHARGES**:

That in addition to payments stipulated in Annexure-1 & 2 referred to above, the Purchaser/s shall pay the Builder all the applicable taxes and other charges which shall be paid as and when demanded by the Builder in terms stated therein.

# 6) PAYMENT TERMS TOWARDS SALE OF SCHEDULE 'B' PROPERTY AND COST OF CONSTRUCTION OF SCHEDULE 'C' PROEPRTY, ETC.,

- 6.1) The Purchaser/s has/have paid the Builder the Booking amount mentioned in Annexures-1 & 2 as part payment and balance shall be payable to the Builder as detailed in the Annexures-1 & 2 and payment in terms of Annexures is the essence of this agreement and under no circumstance there shall be delay in payment of the balance sale price and cost of construction. The payments under Annexures-1 & 2 shall be paid by the Purchaser/s within fifteen days of Builder sending a demand for payment of such installments. Any delay in payment affects the development in the Schedule 'A' Property and would also affect the interest of other purchasers who have joined the scheme of development from time to time.
- 6.2) All payments shall be made by cheque/s or demand draft/s or wire transfer drawn in favour of Builder or as directed by Builder. In case any Cheque/s issued by the Purchaser/s is/are dishonored for any reason in respect of the payments in Annexure-1 & 2, the Purchaser/s is/are not only liable for lawful action, but also be liable to pay the charges collected by the Bank.
- 6.3) The consideration for sale of Schedule 'B' Property and the cost of construction of Schedule 'C' Property and other amounts are fixed by the parties hereto by mutual consent/negotiations and the Purchaser/s shall have no right to renegotiate any of the amounts fixed under this agreement. The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, due to increase on account of development charges payable to any authority and/or any other increase in charges which may be levied or imposed by the authorities from time to time. The Builder undertake and agree that while raising a

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demand on the Purchaser/s for increase as aforesaid, the Builder will enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

- 6.4) The Builder may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s, by discounting such early payments at the rates as shall be decided by the Builder from time to time for the period by which the respective installment is advanced. The provision for allowing the rebate and such rate of rebate shall be subject to revision/withdrawal, without giving any notice, at the sole discretion of the Builder.
- 6.5) The Purchaser/s shall not be entitled to question the cost at which the Vendors or Builder sell remaining undivided share or cost of construction of other apartments in the Project for others and the quantum of deposits and other sums referred to above. The Vendors/Builder shall be free to determine and agree upon the cost of sale, construction, payment of other sums and specifications for others. The Purchaser/s shall have no right to question the same.
- 6.6) In the event of delay/default by the Purchaser/s to pay the balance sums in terms of Annexures-1 & 2 for any reason, the Purchaser/s is/are liable to pay interest on delayed payments from due date till payment. If the payments are not made within two months of notice of demand, the Vendors/Builder shall be entitled to terminate this Agreement.
- 6.6.1) In the event of breach by the Purchaser/s of any of the terms of this Agreement and same not being cured within a period of 30 days of notice of such breach, the Vendors/Builder shall be entitled to terminate this Agreement and on such termination the Vendors/Builder shall be entitled to the rights as provided in Clauses below in this Agreement.
- 6.7) In the event of termination as aforesaid, the Vendors/Builder, shall be entitled to forfeit Booking Amount being 20% of the total sale consideration and cost of construction reserved herein along with the EMI paid by the Builder on behalf of the Purchaser by the virtue of Pre EMI Scheme and refund the balance, *if any*, within 60(sixty) days from the date of termination or within 60 days from the date of resale of the same apartment whichever is later against execution of a registered Deed of Cancellation of Agreement to Sell. The statutory payments made by Purchaser/s will not be refunded.

- 6.8) Upon termination of this Agreement the Purchaser/s shall not have any claims over the Schedule 'B' Property and Schedule 'C' Apartment and/or on Vendors/Builder. The Vendors/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties as they may deem fit for their benefit without reference to the Purchaser/s.
- 6.9) In case the Purchaser/s cancel/s this Agreement to Sell, the Builder herein is entitled to forfeit from the amounts paid/recover the amounts from the Purchaser/s equivalent to 20% of the sale price stipulated herein as liquidated damages along with the amount paid as EMI by the Builder on behalf of the Purchaser by the virtue of Pre EMI Scheme and refund the balance sum due *if any* under this Agreement within one month from the date of re-sale/transfer of Schedule `B' Property and Schedule `C' Property to Purchaser/s/ies and such forfeiture/recovery as aforesaid by the Vendor will be automatic without further notice on the Purchaser/s cancelling this Agreement as aforesaid.
- 6.10) If the Purchaser/s has/have taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, after deduction of Booking Amount and interest liabilities, the balance amount would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Builder and hand over the original of this Agreement that may be deposited by the Purchaser/s or cause the Purchaser/s to hand over this Agreement against the Vendors/Builder paying the amount to the bank or any financial institution and the Vendor/Builder shall be entitled to deal with Schedule 'B' and 'C' Properties in any manner with a third party.
- 6.11) The Purchaser/s shall be solely responsible to deduct taxes at source at the rate of 1Percent on the Total Sale Consideration, as required under sanction 1941A of the Income-tax Act, 1961 ("the IT Act") for each of the payments made towards the Total Sale Consideration and comply with the provisions of the IT Act. The Purchaser/s also undertake/s to issue a certificate of deduction of tax in Form 16B to the Vendors/Builder on or before 5<sup>th</sup> day of the subsequent month of deduction.

#### 7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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The Purchaser/s, if a non resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, immovable property etc., and provide the Builder with such permissions, approvals which would enable the Builder to fulfill its obligations under this Agreement. The Purchaser/s agrees/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/s alone shall be liable for any action under FEMA. The Purchaser/s shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Builder immediately and comply with necessary formalities if any under the applicable laws. The Builder shall not be responsible towards any Purchaser/s making payments. remittances on behalf of any Purchasers and such Purchaser/s shall not have any right in this application/allotment of the Schedule 'C' Apartment in any way and the Builder shall issue the payment receipts in favor of the Purchaser/s only. In terms of the provisions of the Act, Vendors/Builder will deposit/s portions of the

In terms of the provisions of the Act, Vendors/Builder will deposit/s portions of the amounts realized for the real estate project from the allottees/purchasers, from time to time in separate account maintained with a scheduled Bank. The Purchaser/s specifically understand/s and consent/s that the Vendors/builder are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the project upon certification by an Engineer, an Architect and a Chartered Accountant in practice that the withdrawal is in proportion to the percentage of completion of the project, and purchaser/s shall not raise any dispute in this regard whatsoever.

# 8. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorize/s the Builder to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding if any, in his/her/their name/s as the Builder may in their sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Builder adjust his/her/their payments in any manner.

#### 9. LOAN:

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- **9.1)** If the Purchaser/s is/are desirous of obtaining a loan to finance the payments of the construction of the said apartment, the Purchaser/s shall at his/her/their own cost, expense, apply for such loan [hereinafter called 'the Loan'] from a bank, housing finance Developer, housing finance society or a financial institution [hereinafter called 'the Financier'] and execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses, etc., in respect thereof.
- 9.2) The Purchaser/s undertake/s to do all acts, things and take all steps that are required to get the loan amount disbursed and paid to the Builder without any delay and in the manner mentioned in this agreement.
- 9.3) Notwithstanding whether the loan is obtained or not, the Purchaser/s shall still be liable to pay to the Builder on the due dates, the relevant installments and all other sums due under this agreement and in the event of any delay and/or default in payment of such amount/s, the Purchaser/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement.
- 9.4) If the Purchaser/s fail/s to obtain the Loan for any reasons whatsoever, the Vendors/Builder shall not in any way be liable to the Purchaser/s for any loss, damage, cost or expense howsoever arising or incurred and such failure to obtain the loan shall not be ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.
- 9.5) The Purchaser/s shall indemnify and keep the Vendors/Builder, indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss damage or liability that may arise due to non-payment, non-observance or Non-performance of the said covenants and conditions by the Purchaser/s as mentioned in Agreement.
- 9.6) The Purchaser/s agree/s that in case the Purchaser/s opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Apartment, the conveyance of the Said Apartment in favour of the Purchaser/s shall be executed only upon the Vendors/ Builder receiving "No Objection Certificate" from such financial institutions/ banks form where the Purchaser/s has/have availed financial assistance for development of the said project.

9.7) The Purchaser/s shall be liable for the due and proper performance of all the terms and conditions for loan documents.

# 10) **SPECIFICATIONS:**

The Specifications of construction of Schedule 'C' Apartment agreed between the Builder and Purchaser/s are detailed in **Annexure-3** to this Agreement and the Builder agree to construct the Schedule 'C' Apartment in accordance with the said specifications or equivalent thereto.

# 11) **DISCLOSURES:**

The Purchaser/s acknowledge/s and confirm/s that the Vendors/Builder have fully disclosed to the Purchaser/s as to the Vendors/Builder title and all approvals obtained by them for the development of the Project and the Purchaser/s has/have reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser/s has/have agreed to all of the Disclosures and the Purchaser/s, expressly grant/s its consent and no objection to the Vendors/Builder to undertake every action as per Disclosures.

- a] That the Vendors/Builder have achieved maximum allowable FAR based upon land area and accordingly proportionate undivided share will be conveyed by the Vendors/Builder at the time of execution of the Sale Deed.
- b] The sale of Schedule 'B' Property is to enable the Purchaser/s to own Schedule 'C' Apartment in Schedule 'A' Property and not for any other purposes. The Purchaser/s shall not raise any objections or prohibit in any manner to exercise the powers of the Vendors/Builder under this Agreement in relation to the extent of the FAR in respect of Schedule 'A' Property either present or at any time in future. The Vendors/Builder are also entitled to utilize Transferable Developmental Rights in constructing the Schedule' A' Property and in which case undivided share would stand varied and will be corresponding to the Apartment that is being constructed under the Scheme. According the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- c] The Common Amenities and Facilities and the Common Areas will be developed by Builder in terms of Specifications and are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.

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- d] The Vendors/ Builder shall be entitled to grant exclusive right to use and right to deal with Limited Common Areas disclosed herein below to other apartment owners and the Purchaser/s has/have been made available details of the Limited Common Areas of the Project and aware of the exclusive right of the use of such Limited Common Areas in the said the Project.
- e] That the Common Area of the Project are subject to Modifications thereto depending upon the technical feasibility and for the betterment of the Project.
- f] That, the Vendors/Builder as aforesaid will be executing Deed of Declaration and the Association shall be executing the Association Agreement with the operator. The Deed of Declaration, inter alia, would also include the obligations of the Purchaser/s to comply with the Association Agreement.
- g] That, the Apartments can be used for residential purposes only in terms of the rules and regulation formulated by the Builder and/or the Association of Owners as well as the terms set out in the Association Agreement to be executed by the Association and the operator of the Common Area of the Project.
- h] The Builder have reserved the right to grant exclusive right of use and enjoyment of Limited Common Areas to such buyers who will be opting for the same, for which the Purchasers/s has/have no objection and on the other hand he/she/they declare/s and confirm/s that he/she/they is/are fully aware of the particulars of the Limited Common Areas and it is also brought to the notice of the Purchaser/s that the Limited Common Areas will also be a part of Deed of Declaration.
- i] The computation of sale price and cost of construction includes cost of land share, cost of construction of Apartment but also cost of common areas, internal development charges, external development charges, cost of providing all services, amenities and facilities.
- J] That, the Builder may avail the financial facilities from bank, housing finance Developer, housing finance society or a financial institution and in pursuance of which Builder may deposit the documents of title, evidences, deeds and writings in respect of the land with the Bank. In such case, the undivided share agreed to be sold under this Agreement would be released from the charge if the Purchaser/s take/s a loan or before the conveyance of the undivided share agreed to be sold in terms hereof, whichever is earlier.

#### 12. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/s has/have seen the Specifications of the Apartment and accepted the Floor Plan, Payment Plan and Specifications annexed along with this Agreement.

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The Builder shall develop the Project in accordance with all the approvals and the Specifications and shall not make any variation/alternation/modification in such plans without the consent of Purchaser/s and other purchasers as required under the Act. However the Vendors/Builder are entitled to effect minor additions/alterations as may be required by the Purchaser/s or minor changes/alterations as provided under the Act or by the local authorities.

#### 13 COMPLETION & DELIVERY OF POSSESSION OF THE PROJECT:

- 13.1) That in the absence of conditions relating to force majeure and/or breach by the Purchaser/s in compliance of the obligations under this Agreement, the Vendors/Builder will complete the Project within \_\_\_\_\_ with six months grace period.
- 13.2) The Vendors/Builder shall not be liable if they are unable to complete the Project and/or the Schedule 'C' Apartment and deliver possession by the aforesaid date by reason of force majeure conditions and in such circumstances the Vendors/Builder shall be entitled to extension of time for completion and handing over possession of the apartment and common areas by such time as the Vendors/Builder may inform the Purchaser/s in writing and the monies till then paid by the Purchaser/s under this Agreement shall not be refunded or be entitled to any interest.
- 13.3) In case of any proven willful delay in delivery of the apartment for reasons other than what is stated above, the Vendors/Builder are entitled to a grace period of six months and if the delay persists, on demand being made by the Purchaser/s to withdraw from the Project, the Vendors/Builder shall return the amount received by them from the Purchaser/s along with interest at prevailing rate of State Bank of India highest marginal cost of lending rate plus two percent.
- 13.4) However, where Purchaser/s do not intend to withdraw from the project, he/she/they shall be paid interest at the rate of prevailing Interest rate of State Bank of India highest marginal cost of lending rate plus two percent by the Vendors/Builder for every month of delay, till the handing over of the possession. The interest payable by the Vendors/Builder to the Purchaser/s shall be from the date the Vendors/Builder received the amount or any part thereof till the date the amount or part thereof interest is refunded.

# 13.5) **PROVIDED HOWEVER:**

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- a] Such delay not being attributable to the reason/s mentioned in clauses above;
- b] The Purchaser/s has/have paid all the amounts payable as per this agreement and within the stipulated period and has not violated any of the terms of this Agreement;
- c] The delay is proved to be willful delay on the part of the Vendor. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'C' Property there is no liability on the Builder to pay any damages as aforesaid.

## 14) **DELIVERY OF APARTMENT:**

- 14.1 The Builder after securing Occupancy Certificate from the plan sanctioning authorities intimate the Purchase/s in writing by sending a copy of the Occupancy Certificate and to receive possession of the apartment. The Purchaser/s shall receive possession after payment of all the amounts due and payable by the Purchaser/s under this Agreement and obtain a Sale Deed from the Builder and Vendors in respect of Schedule 'B' and 'C' Properties with the time stipulated herein.
- 14.2 The Purchaser/s shall take possession of the Apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within two months from the date of receipt of the notice of completion and Occupation Certificate issued by the plan sanctioning authorities.
- 14.3 The Vendors/Builder shall confirm the final Carpet Area Allotted to the Purchaser/s after the construction of the Building is completed and the occupancy Certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Builder/Vendors. If there is any reduction in the carpet area within the defined limit then Vendors/Builder shall refund the excess money paid by Purchaser/s within 60 days from the date of recalculation and confirmation of area along with interest at prevailing Interest rate of State Bank of India prime lending rate plus two percent from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area allotted to Purchaser/s, the Vendors/Builder shall demand that from the Purchaser/s which shall be paid within fifteen days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

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- 14.4 Possession of the Schedule 'C' Property will be delivered to the Purchaser by the Vendors/Builder after the same is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement are fully paid in time to the Vendors/Builder into and after the Vendors/Builder obtains registered Sale Deed from land owners in respect of schedule 'B' property. The Purchaser/s shall take possession of the apartment in Schedule 'C' herein after paying in full all the dues including various deposits mentioned in this agreement and overdue interest, if any, within fifteen days from the date of receipt of the notice in writing to the Purchaser/s intimating that the said apartment is ready for use and occupation, time being the essence of the contract in that behalf. Failure on the part of the Purchaser/s to take possession of the schedule 'C' apartment after receiving intimation/notice from the Vendors/Builder shall be taken as "Deemed Possession" by the Purchaser/s.
- 14.5 The Purchaser/s shall be liable to bear and pay to the Vendors/Builder the following expenses commencing from 15 days after notice is given by the Vendors/Builder to the Purchaser/s to the effect that the schedule 'C' apartment is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession or not:
- a) the minimum electricity and water demand charges;
- b) property taxes in respect of the schedule 'C' apartment and other outgoings such as electricity charges and expenses incurred by the Vendors/Builder for maintenance of the Schedule 'C' Apartment;
- c) Purchaser/s 's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Vendors/Builder to manage and look after the common areas and facilities in 'NOVO GARDENIA' such as property manager, security guards, gardeners, plumbers, electricians, generator operators, sweepers, STP operators etc., expenses incurred by the Vendors/Builder or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc.,
- 14.6. In case the Purchaser/s default/s in receiving possession as aforesaid and/or complete the purchase, the Vendors/Builder are entitled to and Purchaser/s shall be liable to pay Rs.15/- (Rupees Fifteen Only) per month per Sq., Ft., of the carpet area as holding charges in addition to the amounts payable in the

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perviouspara, which the Purchaser/s agrees to pay the same on demand on or before receiving possession of Schedule 'C' Apartment. In case the Purchaser/s default/s in registering the sale deed and taking the possession beyond a period of 90 days from the date of issuance of notice of completion and Occupancy Certificate, the Vendors/Builder is/are entitled to terminate this agreement after forfeiture of 20% sale price and cost of construction and deal with the Schedule 'B' and 'C' Properties with third parties. Subsequently, the Vendors/Builder will refund the balance, if any, after adjusting all outstanding amounts, including interest on delayed payments, taxes and brokerage paid if any, after 60 days from the date of such termination, within 60 days from the date of resale of the same Apartment whichever is later.

14.7 The Purchaser/s upon taking possession of the schedule 'C' apartment shall be deemed to have accepted that the Schedule 'C' apartment as fully completed in all respects as per the specifications and the Purchaser/s shall not have any claim against the Vendors/Builder for any items of work in the Schedule 'C' apartment which may be alleged as not carried out or completed by the Builder. This however shall not be applicable to any snags reported by the Purchaser/s at the time of taking over of the apartment, which shall be attended to and rectified by the Builder.

# 15) **TITLE & TITLE DEEDS:**

15.1) The Purchaser/s is/are provided with photo copies of all title deeds relating to Schedule 'A' Property and after being satisfied as to the title of the Vendors/Builder to the Schedule 'A' Property and their right to develop Schedule 'A' Property has/have entered into this Agreement. The Purchaser/s shall not be entitled to further investigate the title of the Vendors/Builder and/or power of the Vendors/Builder to develop and sell and no requisition or objection shall be raised in any manner relating thereto. The original title deeds of the Schedule 'A' Property will be ultimately handed over to the Association of the purchasers/allottees in terms of the Act.

15.2) The Purchaser/s has/have no objection for the Vendors/Builder to create or mortgage on Schedule 'A' Property for raising funds to commence and complete the development and construction in the Schedule 'A' Property. However, the Vendors/Builder alone are responsible for discharge of the said charge or mortgage before sale of Schedule 'B' and 'C' Properties is completed. The Vendors/Builder agree to secure necessary No Objection Certificates form the lending

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Bank/Institution and furnish the same to the Purchaser/s at the time of conveyance of Schedule 'B' and 'C' Properties, confirming that Schedule 'B' and 'C' Properties being free from the said charge or mortgage.

#### 16. EXECUTION OF SALE DEED, STAMP DUTY, FEES ETC.,:

16.1) The Purchaser/s has/have borne the cost of stamp duty, Cess and registration fee payable on this agreement and will also pay the registration fee, if this agreement is registered before the jurisdictional Sub-Registrar.

16.2) The Vendor and Builder agree to execute Sale Deed in terms of the draft prepared by the Builder's Counsel for sale of Schedule `B' Property in favour of the Purchaser/s on compliance of the terms and payment of all sums mentioned herein. The Purchaser/s agree/s not to claim conveyance or possession till compliance of this Agreements. The parties hereto shall co-operate with each other for registration of the Sale Deed in pursuance of this agreement. The Sale Deed and its registration process shall be completed through the Builder's Counsel only and Purchaser/s is/are liable to pay the expenses and professional fees stipulated by the Builder in respect thereto and the Purchaser/s consent/s for the same.

16.3) The Vendor agree to execute the Sale Deed after fulfillment of the terms hereof and the Purchaser/s has/have agreed for the same. The stamp duty, registration charges prevailing at the time of registration of sale deed, legal expenses and all other miscellaneous and incidental expenses for execution and registration of Sale Deed including the Stamp Duty and Registration Fee that may be demanded by The Special Deputy Commissioner for Detection of Under Valuation of Stamps and other Authorities shall be borne by the Purchaser/s. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and/or valuation of the Schedule `B' and/or `C' Properties, it is the responsibility of the Purchaser/s to attend to the same at his/her/their cost and secure release of the Sale Deed. The Vendor and/or Builder have no liability in respect thereto.

16.4) The Purchaser/s hereby authorize/s the Vendors/Builder to sign and execute the required one or more deeds of Declaration in respect of the Project recording the terms and conditions relating to ownership, possession and enjoyment of the apartments and other built spaces by the respective buyers in development and also get the same registered.

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#### 17. PROPERTY TAXES:

The Vendor and Builder will pay municipal taxes in respect of Schedule `B' and `C' Properties till the date of registration of the Sale Deed and the Purchaser/s shall be liable to pay the said taxes on Schedule `B' and `C' Properties from the date of sale.

#### 18. KHATA TRANSFER:

The Purchaser/s is/are entitled to secure Khata of Schedule `B' and `C' Properties on purchase at his/her/their cost from Bruhat Bangalore Mahanagara Palike and Vendor agree to sign necessary consent letters. In the event of betterment charges for securing transfer of Khata, the Purchaser/s agree/s to pay the same in proportion to the Schedule 'B' Property.

#### 19. NATURE OF RIGHT OF USAGE:

19.1) It is agreed that the buildings to be constructed in Schedule `A' Property shall be held by all the apartment owners in the respective blocks/buildings and each of them having undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendor and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.

19.2) It is explicitly made clear and agreed between the parties that Purchaser/s shall not have any right and interest in the Terrace of any blocks of buildings at 'NOVO GARDENIA'. The right to use the entire Terrace shall exclusively vest with the Builder/Vendor and they shall have the right to permit the exclusive usage of the same to the Purchasers who have specifically acquired such rights.

19.3) The Purchaser/s agree/s to own and enjoy Schedule `B' Property to be sold and the Schedule `C' Apartment to be built in common with other owners or purchasers of undivided shares in Schedule `A' Property and shall be entitled to all those such Rights stated in herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as detailed

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in this Agreement. The rights and obligations so detailed hereunder are common to all apartment owners. The Builder however shall be entitled to confer additional benefits and rights to specific purchasers at their discretion.

19.4) The Purchaser/s shall not seek partition or division or separate possession of Schedule 'B' Property and shall in no way the Purchaser/s shall call in question the sale price that will be settled with the Purchasers of the balance portions in Schedule 'A' Property.

# 20. <u>REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND</u> BUILDER:

The Vendors/Builder hereby represent and warrant to the Purchaser/s as follows:

- a) The Vendors are the absolute owners of Schedule 'A' Property and have the requisite right to carry out development upon the Schedule 'A' Property and there are no encumbrances upon the said Schedule 'A' property or the Project;
- b) The Vendors/Builder have lawful right and requisite approvals from the competent Authorities to carry out development of the Project;
- c) That the Schedule 'A' Property is not subject matter of any proceeding and the same is not attached or sold or sought to be sold in whole or in portions in any Court or other Civil or Revenue or other proceedings and not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Schedule 'A' Property and Apartment are valid and subsisting and have been obtained by following due process of law.
- e) The Vendors/Builder have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment, which will, in any manner, affect the right of Purchaser/s under this Agreement;
- f) At the time of execution of the conveyance deed the Vendors/Builder shall handover lawful, vacant, peaceful, physical possession of the Apartment to

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the Purchaser/s and the Common Areas to the Association of the Purchaser/s;

- g) To the knowledge of the Vendors/Builder no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property)has been received by or served upon the Vendors/Builder in respect of the said Land and/or the Project;
- h) In the event the Vendors/Builder default in payment of any of the outgoings collected from the Purchaser/s which are payable to the Government Authority, the Vendors/Builder shall be liable to pay such defaulted outgoings along with applicable penalties, even after the handover of Project to the Association;
- i) The Vendors/Builder have secured appropriate insurances relating to the development of the Project and will also pay insurance premiums until the completion of the Project;
- j) The Vendors/Builder agree not to convey or confer on any other Purchasers of the apartments in the Project without including the covenants as are stipulated herein.

## 21. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

The Purchaser/s acknowledge/s that the Vendors/Builder have entered into this Agreement and agreed to sell the Schedule 'B' Property and Schedule 'C' Property, based on the representations and warranties of Purchaser/s set out below (the "Purchaser Warranties"):

The Purchaser/s confirm/s that this Agreement upon execution, would constitute legal, valid and binding on the Purchaser/s;

a) That the Purchaser/s confirm/s that the Purchaser/s has/have been furnished with all the details pertaining to the Disclosures made by the Vendors/Builder as detailed in this Agreement and after understanding the same, the Purchaser/s has/have entered into this Agreement and the Purchaser/s further confirm/s and agree/s that the Purchaser/s do not have and will not have any objection to the Vendors/Builder undertaking the works and benefits from such works.

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- b) The Purchaser/s has/have been provided and has/have inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendors/Builder. The Purchaser/s has/have also studied the legal opinion furnished, the plan sanctions, specifications of the Project and the Disclosures. The Purchaser/s, after taking legal advice and after being satisfied with the title and having understood the plan sanctions, specifications of the Project and, the rights of the Vendors/Builder and the Disclosures made by the Vendors/Builder, has entered into this Agreement.
- c) The Purchaser/s is/are entering into this Agreement with full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertake/s that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/her/their own cost. The Purchaser/s shall obtain permission in writing from the Vendors/Builder to visit the Schedule 'A' Property at the time of constructions and follow all the safety standards and procedures required under law.
- d) The Purchaser/s is/are made aware of the Disclosures of the Vendors/Builder pertaining to the development of the Project and has/have consented to the same without having any objections.
- e) The Purchaser/s has/have read and understood all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Project and it is because of this reason that the Purchaser/s have approached the Vendors and Builder for acquiring the Said Apartment. The Purchaser/s also confirm that the Purchaser/s has/have chosen to invest in the said Apartment after exploring all other options of similar properties in the vast and competitive market and the Purchaser/s confirm/s that the said Apartment to be suitable for the Purchaser/s Apartment and therefore have voluntarily approached the Vendors and Builder for allotment of the said Apartment.

#### 22. RIGHTS OF THE PURCHASER/S:

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The Purchaser/s shall have the rights as mentioned below on purchase of Apartment:

- i) Exclusive ownership of the Apartment;
- ii) Undivided proportionate share in the Common Areas. Since the share/ interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- iii) Free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'A' Property through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the Schedule 'A' Property or any part thereof;
- iv) The right of entry and passage for the Purchaser/s and agents or workmen of the Purchaser/s to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of the Schedule 'C' Property or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused.

# 23. OBLIGATIONS OF PURCHASER/S:

- 23.1) The Purchaser/s shall be bound by the obligations and restriction which are necessary in the interest of the timely delivery of Schedule 'C' Apartment and completion of Project in Schedule 'A' Property and shall not be in breach of any of the terms of this Agreement.
- 23.2) The Purchaser/s has/have agreed that within the Schedule 'A' Property, all areas comprising of roads, footpaths, open spaces, garden landscapes, clubhouse

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swimming pool, all other facilities, internal road, water tanks, supply networks and sewer networks and sewerage treatment plant, storm water drainage, electric poles, etc., will always remain the property of the Vendors and Builder until entire development in Schedule 'A' Property is completed and the same but excluding the club house shall be handed over to Owners Association of such completion. However the Purchaser/s is allowed on restricted basis to use such areas and benefits of such facilities subject to the Purchaser/s regularly and promptly paying their proportionate share of the outgoings taxes, costs, charges, expenses and all other amounts as may be demanded by the Vendors/Builder.

- 23.3) The Purchaser/s will get the Schedule 'C' Apartment constructed through the Builder only as per scheme and not through any other person. The Purchaser/s shall not obstruct and/or interfere in the development/construction processes of the entire project. The development/construction shall be in progress at all times of day and night and even on holidays and will not raise any issue or objections for the same.
- 23.4) The Purchaser/s undertake/s to pay all the amounts detailed in Annexures-1to 3, all the statutory dues pertaining to the Apartment including but not limited to municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges etc.,
- 23.5) The Purchaser/s shall make all payments in time and receive possession and participate in registration of the conveyance deed of the Apartment and towards the formation of an association or society or cooperative society of the Purchaser/s of the Project.
- 23.6) The Purchaser/s agree/s that he/she/they shall have no right to seek partition or division or separate possession of the undivided share n the Schedule 'B' Property nor seek partition/division of common areas, amenities and facilities etc., nor object for the construction of apartments for the other buyers of similar nature and continue to hold the Schedule 'B' Property in the undivided form.
- 23.7) The Purchaser/s is/are aware that the Vendors and Builder will be executing Deed of Declaration under the provisions of the applicable law and rules made there under and submit the same for registration under the said Act and the Purchaser/s shall be required to abide by the said declaration and bye-laws annexed thereto and

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become the member of the Owner's Association by signing the required documents as called upon by the Vendors and Builder.

- 23.8) The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said Apartment may come, doth/do hereby covenant with the Vendors and Builder are follows:-
- To maintain the said Apartment at his/her/their own cost in good and i) tenantable condition, from the date the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate, which may be against the rules, regulations or bye/laws of concerned local or any other authorities or change/alter or make addition in or to the building in which the said Apartment is situated and in the said Apartment itself or any part thereof. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or to the Vendors and/or to the Builder. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, wall, slabs or R.C.C. or other structure members in the said Apartment without the prior written permission of the Vendors/Builder.
- ii) Not to put any object or keep flower pot outside the windows or on the projection area of the said Apartment. Outdoor Air conditioning equipment can be fixed at the area preapproved by the Vendors/Builder.
- iii) Not to do or omit or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the said Apartment is situated or any part thereof or whereby any increase in premium shall become payable in respect of the said building and/or the said Apartment.

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- iv) To pay within fifteen days of demand by the Vendors/Builder his/her/their share of security deposit/charges/premium/statutory demands demanded by the concerned local authority or government and/or others for any reason/s whatsoever including for giving water, drainage, electricity or any other service connection to the building in which the said Apartment is situated.
- v) To comply with all the rules and regulation pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be prescribed by the statutory Authority and/or the association of owners.
- vi) As and when informed that the Schedule 'C' Property is complete, come forward to take possession and pay all the amounts due under this agreement. The Purchaser/s is also aware and agree that the common amenities and facilities of the said development shall be completed from time to time, some of them by end of the completion of the said overall development.
- vii) If any development and/or betterment charges or other levies are charges, levied or sought to be recovered by any Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser/s in proportion to his/her/their/its undivided share in the Schedule 'B' Property. To bear and pay any new levies/charges/ taxes levied by the Central and /or the State Government for the development of the Apartment which are not levied currently. Any other taxes if levied or to be levied by competent authorities under the law, in respect of any services which the Vendors/Builder would be rendering to the Purchaser/s pursuant to this Agreement, shall also be borne by the Purchaser/s and the Purchaser/s will indemnify the Vendors/Builder of any instances of taxes on this Agreement, accruing in future.
- viii) To undertake to use the Schedule 'C' Property-Apartment for residential purposes only and shall not use for any other commercial or illegal activities.
- ix) To own and enjoy Schedule 'C' Property and shall be entitled to all those such Rights stated in Schedule 'D' herein and the Purchaser/s be liable to comply and adhere to the restrictions and obligations imposed on the Purchaser/s as

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- detailed in Schedule 'E' herein. The rights and obligations so detailed in Schedules 'D' and 'E' hereunder are common to all Purchaser/s in the Project.
- x) To use and enjoy all the common areas and amenities such as roads, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, internal roads, pavements, etc., more particularly defined under the Act in Schedule 'A' Property as and when permitted in common with other purchaser/s and other occupants of development in Schedule 'A' Property. The Purchaser/s shall not place objects/things/articles which may hinder free use of any common amenities.
- xi) The Garden Areas and other greenery abutting the building in **the Project** are for common use and enjoyment of the apartment purchasers of the said residential buildings and the same shall be kept free from obstructions and constructions at all times and always be kept as garden areas only. None of the apartment owners of the respective buildings in Schedule 'A' Property shall erect any compound or fencing around their respective Blocks.
- 23.9) The Purchaser/s shall require undertake not or bv himself/herself/themselves before/after delivery of possession Schedule 'C' Apartment, any additions/deletions/modifications/changes in position etc., of the windows, doors, overall footprints of the apartment, internal layout of the apartment, toilets and kitchen, sit outs/balconies/decks (covered or uncovered), lofts/ledges, staircase, architectural features (external/internal), fabrication works (grills, balcony railings) and external painting, other than what is provided for in the approved plans of Vendors/Builder. The Vendors/Builder decision shall be final and the Purchaser/s shall not interfere or question the design, cost, construction processes etc., implemented by the Vendors/Builder.
- 23.10) All interior related works that the Purchaser/s may take up on his/her/their own can be taken up only after handing over possession of the Apartment to the Purchaser/s by the Vendors/Builder. The Purchaser/s shall carry out interior works only on week days during the day time between 9 A.M. and 6 P.M. The Vendors/Builder do not owe any responsibility for any breakages, damages caused to any of the finishing works or to structure already handed over to the Purchaser/s but originally carried out by the Vendors/Builder.

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The Vendors/Builder are not answerable for any thefts during the course of the interior works.

- 23.11) The terrace of each of the building on issued of Occupancy Certificate after completion of construction aforesaid will be common to the owners/occupants of the respective buildings.
- 23.12) The Purchaser/s will not object to the rights of the Vendors/Builder in allotting the covered/mechanical/stacked/open car parking spaces/garage storage spaces for the Schedule 'C' Apartment in the Schedule 'A' property. The decision of the Vendors/Builder in this regard shall be final and binding on the Purchaser/s.
- 23.13) The parking space earmarked to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 23.14) The Purchaser/s agrees that he/she/they shall part his/her/their cars/vehicles only at the specific Car Park space specifically allocated to him/her/them and not at any other place, around the building.
- 23.15) The Purchaser/s on allotment of the car parking area, other than use of the same, shall not have any power or authority to transfer the same other than with the apartment. In addition thereto the Purchaser/s shall not allow the use of the car parking/s allotted for use and enjoyment of the same by any person who does not own or occupy an apartment in the development in Schedule 'A' Property.
- 23.16) The Vendors and Builder as aforesaid will be developing the building in Schedule 'A' Property. The Purchaser/s is/are aware that the development in the adjoining buildings and/or in subsequent developments will be continuous and progressive day and night. The Purchaser/s agree/s not to question the said construction or prevent the same by complaining that the activities in the adjoining buildings/the remaining portion of the Schedule 'A' Property is causing pollution or noise and/or disturbance and it is one of the essential terms of this agreement.

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- 23.17) The Vendors and Builder have the right to make any alterations, improvements, additions, repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartments in Schedule 'A' Property and/or in other buildings in **the Project** and the Purchaser/s shall have no objection/make any claims in respect thereto.
- 23.18) The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Vendors and Builder that he/she/they shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Vendors and Builder under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, and the Purchaser/s shall be bound and liable to render to the Vendors/Builder, all necessary assistance and co-operation, to enable the Vendors/Builder to exercise and avail of the same.
- 23.19) It is agreed that the buildings to be constructed in Schedule 'A' Property shall be held by all the apartment owners in the respective blocks/buildings and each of them having proportionate undivided share and ownership in the land as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Vendors and Builder. All passages, lifts, staircases, water lines, sewerage lines as also other facilities which are used in common by other apartment holders in the respective blocks/buildings will belong to and vest in the apartment owners jointly to be used by all the owners of such building in common. None of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the building.
- 23.20) Though the Purchaser/s is/are purchasing the undivided share in the entire Schedule 'A' Property, the Purchaser/s rights are actually confined to the land abutting/earmarked for the construction of the Said Property.
- 23.21) Block of the apartment building in which the Schedule 'C' Apartment will be/is situated.
- 23.22) The Purchaser/s agree/s and acknowledge that the Vendors and Builder have the right to make additions to or put up additional floors/structures in the buildings in 'PROJECT' and/or in Schedule 'A'

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Property as may be permitted by the competent authorities and such additional structures will result in change in the proportionate interest in the common areas and facilities in the Larger Property. In the event of increase/reduction in the area in Schedule 'B' Property. increase/reduction will be given in the sale price. The Area statement issued by the Project Architect shall be the basis for determining the quantum of undivided share in Schedule 'B' Property and the super built up area of the Schedule 'C' Apartment and it shall be final and binding on the parties. The Vendors and Builder shall also be entitled to connect the electricity, water and sanitary connections and drainage fittings for such additional structures with the existing electricity, water and drainage sources. The Purchaser/s further agree that even after taking possession of the Schedule 'C' Apartment, they shall have no objection for the Vendors in continuing with the construction of additional floors/structures and/or buildings adjacent to or above the buildings in Schedule 'A' Property on any ground whatsoever (including but not limited to nuisance) or claim any compensation by whatever name called or with hold any payment stipulated herein. The aforesaid term is of the essence of this Agreement.

- 23.23) Upon handing over Schedule 'C' Apartment, the Purchaser/s shall not make any structural alterations to the Schedule 'C' Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the apartment. The Purchaser/s however while carrying on the interior decoration work within the Schedule 'C' Apartment shall not cause any nuisance/annoyance to the occupants of the other apartments in the building and shall not use the common areas, roads, open spaces in the Schedule 'A' Property for dumping materials/debris etc. The Purchaser/s shall strictly observe the rules, regulations, restrictions that may be generally/specifically imposed/prescribed by the Builder or the agency appointed or the Owners' Association, periodically for the maintenance of all common areas and facilities in the 'PROJECT'.
- 23.24) The Builder reserves the right to retain/remove/plant any trees/plants, electrical equipment, water bodies, road structures, garbage bins, etc., in Schedule 'A' Property, which the Purchaser/s cannot question. The Purchaser/s has/have expressly given consent for variations and/or modifications as the Architect/Builder may consider necessary from time to time during the course of construction. The Architect and Builder are the final decision makers on these aspects and the Purchaser/s shall not interfere or

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question the design, costs, construction processes, etc., implemented by the Builder.

#### 24. CLUB HOUSE:

- 24.1) The Purchaser/s are aware that as per the scheme of development, there would be a Club House with all facilities and amenities to be developed by Vendor/Builder in the Schedule 'A' Property, which will be for the benefit of the Purchasers/occupants of the development in Schedule 'A' Property and also for the developments in the adjoining properties if developed by the Vendors/Builder and it is an independent entity and not forming part of Schedule 'A' Property and Purchaser/s shall be required to pay the prescribed amount towards the club facility for membership therein and utilize the facilities available in the Club according to the terms and conditions and payment of the amounts prescribed by Vendors/Builder or by Club House Management Committee appointed by Vendors/Builder to run and manage the Club, and the Club House Management Committee will have one representative from the 'NOVO GARDENIA' owners Association as Committee Member. Any tax liability arising out of this shall be borne by the Purchaser/s.
- 24.2) The Purchaser/s shall become a member of this club house by payment of a non-refundable membership fee of **Rs.** \_\_\_\_\_\_/- (Rupees \_\_\_\_\_Only)/- This is a non-refundable membership fee. This membership can be used by the Co-Purchasers and their immediate family members (Inmates of the Apartment/s).
- 24.3) It is also made clear that the Vendors/Builder shall be at liberty to enroll the purchasers of apartments in their future development adjoining to Schedule A Property as members into this Club House.
- 24.4) That the Purchaser/s apart from payment of the non-refundable membership fee shall also pay subscription, maintenance and administrative charges of the Club House and its amenities as demanded by the Vendor/Builder on monthly basis. The Purchaser/s shall not at any time claim ownership and undivided right over the Club House.
- 24.5) That the Purchaser/s, on selling the Schedule "B"& "C" Properties, will no longer continue to be the member of the Club House and other common amenities and facilities and will not be entitled to the facility of the Club

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House and that the membership shall stand transferred to the new owner of the Schedule Property.

- 24.6) The ownership and possession of the land, buildings and the fittings and fixtures in the Club including movable assets will remain absolutely and exclusively with the Builder and/or their associate companies, concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:-
- (i) Admit the owners/tenants in possession as members. Members shall have no right, title or interest whatsoever in the land and in the Club House building and/or assets therein.
- (ii) Refuse/reject applications for memberships and suspend members either on account of their disqualification or failure to observe the Club House's rules and/or on account of non-payment of subscription and other dues or for misuse of facilities or for other reasons and such persons are not entitled to use the Club House and the facilities therein.
- (iii) Fix the Subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
- (iv) Frame the rules and regulations regarding usage of the facilities at the Club House.
- 24.7) The Builder shall have a perpetual right of ingress and egress to the Club by using the roads and other facilities in the Schedule `A' Property by themselves and by their agents, servants, members, invitees, guests, visitors authorized/permitted by them etc.,
- 24.8) The Purchaser/s as long as he/she/they remain occupant of the apartment/built spaces in 'NOVO GARDENIA', shall be entitled to use the 'Club House', subject to (i) strict observance of the rules of the Club House, framed by the Vendors/Builder, their agents/assigns, from time to time; (ii) the payment of the subscriptions as may be fixed from time to time by the Builder and/or their agents/assigns; (iii) the payment of charges for usage as may be fixed from time to time by the Vendors/Builder and their agents/assigns; (iv) and are entitled for the following:-

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- (a) The Purchaser and in case of more than one Purchaser, any one of them is entitled to be enrolled as member of the Club House on payment of admission fee prescribed by the Vendors/Builder, however the other Co-Purchasers and their immediate family members (Inmates of the Apartment/s) shall be entitled to utilize the Club House facilities.
- (b) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Vendors/Builder and their agents/assign and subject to the payment of the monthly subscriptions as may be fixed by Vendors/Builder subject to payment of charges for usage of facilities in Club.
- (c) Members will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the Club movable or immovable.
- 24.9) The Builder may themselves run the Club and/or engage any person/s to run the club and its activities.
- 24.10) The Purchaser/s is/are aware that Builder is at liberty to integrate the development in the Schedule Property with the development which the Builder may undertake in the lands abutting/adjoining to the Schedule Property purchased by the Builder. The Builder is empowered and authorized to enroll the Purchaser/s of apartments of their future adjoining developments or other existing development as members and the Purchaser/s shall have no objection to this.
- 24.11) It is clarified that non-completion or non-operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule `C' Apartment. The Purchaser/s shall take possession of the Schedule `C' Apartment even if Club and above facilities are not complete or non-operational.

#### 25. OWNER ASSOCIATION:

25.1) The Vendors and Builder shall enable the formation of the Association of Purchasers, by whatever name called, within a period of three months of the majority of purchasers having booked their apartment in the Project. The Purchaser/s hereby agree/s and undertake/s to become a member/s of the

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Association of Purchasers as and when formed by the Vendors and Builder and/or by the purchasers of all the apartment and sign and execute all applications for Membership and other papers, bye-laws and documents as may necessary to form the Association bye-laws and all the rules and regulations of the said Association of Purchasers and proportionately share the expenses for running the Association and its activates referred to herein.

- 25.2) The Owner's Association will be governed by a Deed Declaration to be executed by the Vendors and Builder and later by the Association and all owners and occupants are bound by the terms thereof without there being any right to question or modify the same.
- 25.3) It is specifically made clear that the said Owner's Association on its formation is not only for the purpose of attending to the social activates of its members consisting of the owners/occupants of the development in **the Project** but also for the management, administration and control of the Infrastructure and for collecting common expenses/Maintenance charges for up-keep and maintenance of common areas/amenities/facilities etc. and will function in terms of Act & Rules thereunder.
- 25.4) That on the Project being handed over to the Association, the Vendors/Builder shall not be responsible for any consequence or liability on account of failure, negligence, act or omission obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas, Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services.

#### 26. MAINTENANCE OF THE COMMON AREAS OF APARTMENT OR PROJECT

- 26.1) The Builder by itself or through a Maintenance Agency appointed by it may undertake maintenance and upkeep of common areas and facilities and Club House till handing over to Association formed by the Purchasers of the apartments. The Purchaser/s shall pay to Vendors/Builder or Association proportionate share of all outgoings and maintenance expenses such as insurance, municipal taxes and cesses and all other expenses which are incurred for upkeep and maintenance of common areas, amenities and facilities.
- 26.2) The Purchaser/s shall permit the Vendors/Builder and/or Association if formed, their agents, with or without workmen at all reasonable times to enter into

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and upon the Schedule 'C' Property or any part thereof for the purpose of repairing, maintaining re-building, cleaning and keeping in order and condition all services, drains, or other convenience belonging to or servicing or used for the Schedule 'A' Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'C' Property who have defaulted in paying their share of the water, electricity and other charges and common expenses.

#### 27. NO RIGHT TO OBSTRCT DEVELOPMENT:

The Purchaser/s shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the building and other development or any part thereof in the Schedule 'A' Property and/or in the **Project.** 

#### 28. NOT TO ALTER NAME:

The Purchaser/s shall not alter or subscribe to the alteration of the name of the Project 'CANDEUR SIGNATURE' in Schedule 'A' Property and/or alter the names assigned to the Blocks therein.

# 29. <u>LIMITED RIGHT OF PURCHASER/S</u>:

Nothing contained in these presents shall be constructed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule 'B' Property and/or Schedule 'C' Apartment or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule 'B' Property and 'C' Apartment.

## 30. <u>INSPECTION:</u>

The Vendors/ Builder agree to permit the Purchaser/s subject to compliance of safety norms, to have access on day time fixed by the Project Incharge to the works in the Schedule 'C' Property while under construction and to inspect the same. But the Purchaser/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground and at any time.

#### 31. DEFECT LIABILITY PERIOD:

For, M/s. Novalife Innovative Structures LLP,

- (a) The Defect liability period shall be for a period of 5 (Five) year from the date of issuance of the Occupancy certificate. The Defect liability shall cover rectification of structural defects, owning to the negligence/omission of the Vendors/Builder. It is however agreed by the Purchaser/s that from the date to handing over of the possession of the Apartment and till completion of the Defect Liability Period, the Purchaser/s shall maintain the said Apartment and services therein in the same state and condition in which it will be handed over to the Purchaser/s. Further, the Purchaser/s shall, not during such period change/ amend/modify or carry out any repairs in the said Apartment or meddle with electrical, water and sanitary layouts, in any manner whatsoever. All defects that are caused due to normal wear and tear, abuse and improper usage/negligence/omission/act/commission on the part of the Purchaser/s/others is excluded from this clause and for which the Vendors/Builder are neither liable nor responsible. Subject to the terms as stated in this clause the Vendors/Builder shall endeavour to rectify the defect within a period of 30 days of such defect being notified in writing to the Vendors/Builder.
- (b) The Vendors/Builder shall not be responsible for issues such as difference in shades of tiles, Tolerance as per IS and building codes, Air Pockets beneath tiles, Separation cracks/gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting, Minor tile chipping, place were welding is done, shall not be considered as defects. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under scope of maintenance under defect liability, any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment.
- (c) The Vendors/Builder shall not be responsible for routine/non/structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc., and such other defects caused due to normal wear and tear, abuse and improper usage.

#### **32. FIRST CHARGE**:

The Builder shall have the first lien and charge on the Schedule 'C' Apartment to be constructed by the Builder under the terms of this Agreement and its Possession shall lie with the Builder until all the payments are made to the Builder by the Purchaser/s under this Agreement.

#### 33. ASSIGNMENT:

For, M/s. Novalife Innovative Structures LLP.

- a) That during the six months of the execution of this agreement, the Purchaser/s shall not have power or authority to transfer or assign his/her/their rights under this agreement to anyone. After expiry of six months, the Builder may at their discretion give consent for such assignment subject to what is stated herein, on charging an assignment fee of 10% of the consideration stipulated herein for sale and construction of Schedule 'B' and 'C' Properties along with the amount paid under the EMI Scheme(if availed). The Builder may grant such sanction, provided at the time of such assignment the Purchaser/s has/have/ paid all amounts mentioned in this Agreement (and all other writings and Deeds that may be executed here with), in respect of the said apartment till the said date of Assignment. Further in the event of such assignment, the Builder shall not be liable to pay any compensation/damages payable by the Builder under any of the terms and/or conditions of this Agreement.
- b) In addition to above, the Builder consent (if granted) to dispose, transfer or sale by way of assignment of the said Apartment to a third party shall be inter alia subject to the Purchaser/s:-
- (i) setting all charges outstanding and payable to the Vendors/Builder all other payments mentioned in this Agreement and other overdue interest(if any);
- (ii) Causing the new buyer(s) to execute Assignment Deeds or fresh Sale Agreement/Deeds with the Vendors/Builder (as per the format of the Vendors/Builder). And the transferee shall undertake to be bound by the terms of this Agreement.

#### 34. BUILDER'S RIGHT TO DEVELOP THE ADJOINING PROPERTIES:

It is further agreed and confirmed by the Purchaser/s, that the Builder shall be free to develop neighboring and nearby properties and entitled to integrate the development of the neighboring properties with Schedule `A' Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Schedule `A' Property. The Third Party and other Occupants of such apartments and/or built up areas therein, shall have the right to use and enjoy the Infrastructure Facilities, common roads, utilities like lighting, sewerage, water and electricity in the development in Schedule `A' Property in common with owners/occupants thereof. It is specifically agreed that if, however the Builder extend the Project **NOVO GARDENIA**in the neighboring and/or nearby lands, the owners in such extensions shall also be entitled to use and enjoy some of the Items of Infrastructure, on sharing

maintenance charges stipulated by the Builder depending upon the nature and extent of use of the Infrastructure.

## 35. RIGHT TO REBUILD:

In the event of destruction of building in Schedule 'A' Property or any portions thereof, irrespective of whether such destruction is due to natural calamities, rioting, fire, inundation of water or natural deterioration due to aging or for any reason of whatsoever nature, the all owners of Schedule 'A' Property shall together have the right to rebuild their respective apartments in the same place as is now situated, subject to taking required approvals and sanctions from the concerned authorities. If the total area sanctioned by the authorities is equivalent to the present area then the Purchaser/s will have the right to construct and own the same area as is owned by him prior to the date of destruction. However if the area sanctioned is more/less, the Purchaser/s will have right to construct and own only proportionate area. Whenever the owners are rebuilding the buildings after such destruction, the foundations of new construction shall be of such that it shall support the number of floors, including the basement that existed prior to its destruction or demolition. All the owners shall bear the cost of rebuilding in proportion to the area in their occupation, accordingly.

# **36. EVENTS OF DEFALT AND CONSEQUENCES**:

- 36.1) Subject to the Force Majeure conditions, the Vendors/Builder shall be considered under a condition of Default, in the following events:
- (i) Vendors/Builder fail to complete the Project and/or applied for issue of Occupancy Certificate for the Project from the plan sanctioning authorities within the time stipulated.
- (ii) Vendors/Builder fail to deliver possession of the Apartment to the Purchaser/s within the time period specified.
- (iii) Discontinuance of the Vendor's/Builder business as a Vendors/Builder on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

For, M/s. Novalife Innovative Structures LLP.

- 36.2) In case of Default by Vendors/Builder under the conditions listed above, Purchaser/s is/are entitled to the following:
- (i) Stop making further payments to Vendors/Builder as demanded by the Vendors/Builder. If the Purchaser/s stop/s making payments, the Vendors/Builders shall correct the situated by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or
- (ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Vendors/Builder shall be liable to refund the entire money paid by the Purchaser/s towards the purchase of the apartment, along with interest at State Bank of India highest marginal cost of lending rate plus 2 per cent within sixty days of receiving the termination notice. Provided that where the Purchaser/s do not intend to withdraw from the project or terminate Agreement, shall be paid, by the Vendors/Builder, prevailing interest rate of State bank of India highest marginal cost of lending rate plus two per cent till the handing over of the possession the Apartment.
- 36.3) The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events and the Vendors/Builder are entitled to terminate this agreement and refund the amount paid by the Purchaser/s by deducting 20% and the interest and other liabilities within two months of cancellation or within 60 days from the date of resale of the same Apartment whichever is later as aforesaid. In case the Purchaser/s fail/s to make payment inspite of demands made by the Vendors/Builder as per the Payment Plan annexed hereto in Annexures-1 & 2, the Purchaser/s shall be liable to pay interest to the Vendors/Builder on the unpaid amount at the prevailing State Bank of India highest marginal cost of the lending rate plus two per cent default by Purchaser/s under the condition listed above continues for a period beyond two months after notice from the Vendors/Builder in this regard;
- i) In case of default by the Purchaser/s in compliance of the clauses stipulated relating to delivery of apartment;
- ii) In the event of breach by the Purchaser/s of any of the terms of the agreement and the same not being cured within a period of 30 days notice to that effect;

For, M/s. Novalife Innovative Structures LLP.

#### **37. NOTICES**:

37.1) Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change of address.

37.2) In case there are joint Purchaser/s all communications shall be sent by the Vendors/Builder to the Purchaser whose name appears first at the address given by the Purchaser which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

#### 38. EVENTS RELATING TO FORCE MAJEURE:

Notwithstanding the definition of Force Majeure in Clause-1 above, the Purchaser/s agree/s that incase the Vendors/Builder are unable to complete the Project and/or deliver the apartment to the Purchaser/s for his/her/its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other Authority; or (b) if any competent Authority (ies) refuses, delays, withholds, denies, the grant of necessary approvals for any reason whatsoever, or (c) if any matters, issues relating to such approvals, permission, notices, notification by the competent Authority (ies) become subject of any suit/writ before a competent court, or (d) due to flood, other natural disasters, war, insurrection, epidemic, revolution, riot, terrorist attack, Governmental restrictions or so forth which are beyond the reasonable control of the Vendors/Builder, (e) nonavailability of sand, cement, jelly, labour or critical items or (f) any other circumstances beyond the control of the Vendors/Builder or its officials, then the Vendors/Builder shall not be liable or responsible for delay and in the event of cancellation of this agreement by any party, the Vendors/Builder shall only be obliged to refund the amount received from the Purchaser/s without any interest within two months of termination or within 60 days from the date of resale of the same apartment whichever is later.

#### 39. SPECIFIC PERFORMANCE, DISPUTE RESOLUTION & JURISDICTION

For, M/s. Novalife Innovative Structures LLP.

39.1) Subject to Clause below, in the event of default by the Vendors/Builder the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s the Vendors/Builder shall be entitled to enforce specific performance of this Agreement or take action as per this agreement.

39.2) In the event of breach of the terms of this Agreement to Sell or in the event of any deference or disputes arising between the parties in regard to this agreement or any matter relating thereto, the same shall be resolved in the manner provided in the Act and the Rules made therein.

39.3) The Courts at Bangalore alone shall have jurisdiction in all matters relating to this Agreement.

#### **40. NOT TO ALTER NAME:**

The Purchaser/s shall not alter or subscribe to the alteration of the name of 'NOVO GARDENIA' in Schedule 'A' Property and/or alter the names assigned to the Blocks/Towers therein.

# 41. POWER TO INTEGRATE- BUILDERS' RIGHT TO DEVELOP THE SCHEDULE 'A' PROPERTY/ADJOINING PROPERTIES:

It is further agreed and confirmed by the Purchaser/s, that the Builder shall be free to develop neighbouring properties and entitled to integrate the sy nos as part of Schedule A Property and project 'NOVO GARDENIA'. The Builder will register the development in the adjoining/neighbouring properties in compliance with the RERA act into additional phases/s. The Purchaser/s hereby confirms that he/she/they have no objections in the Builder developing the adjoining property as a part of project 'NOVO GARDENIA'. The Purchaser/s further agrees that the Schedule of the A Property will accordingly be modified and the Purchaser/s agree to sign all the required agreements, deed and documents in this connection. The Builder reserves the exclusive and absolute right, power and authority to develop the remaining portions of the Schedule 'A' Property/adjoining properties in stages and exploit the same now or later and deal with the same in the manner they deem it fit in which neither the Purchaser/s herein or none of the purchasers of development or any buildings in the 'Schedule 'A' Property'shall have any right or objection or concern therein. The Builder reserves easementary rights in perpetuity

For, M/s. Novalife Innovative Structures LLP,

in the roads and other passages leading to each of the buildings and other development/s in the Schedule 'A' Property/adjoining properties for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Purchaser/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities and club house in the Schedule 'A' Property/adjoining properties by the Sellers/Builder and/or their transferees and/or persons claiming under them. Further the Purchasers in such extensions shall also be entitled to use and enjoy some of the items of infrastructure, by sharing maintenance charges as stipulated by the Builder depending upon the nature and extent of use of the infrastructure. Similarly, Purchaser/s in schedule A property also entitled to make use and enjoy some of the items of infrastructures in neighboring properties, by sharing maintenance charges. However, the Purchasers herein shall not be entitled to seek for any additional undivided share of land, or super built up area or carpet area due to the integration of additional survey numbers in to the Schedule A Property.

The Builder may also explore the possibility of utilizing the Transferable Development Rights (TDR) in the proposed construction to secure sanction of higher super built-up area. In such an event, the additional construction made by utilizating the said TDR shall be the part of the project 'NOVO GARDENIA' and the Builder is entitled to integrate the development in the SCHEDULE 'A' PROPERTY with the development which the Builder may undertake by utilizing the TDRpurchased by the Builder as per the approved/modified plan and the Purchaser has/have no right to question such development.

#### 42. <u>LIMITED RIGHT OF PURCHASER/S:</u>

Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Schedule `B' Property and/or Schedule `C' Property or any part thereof and the Purchaser/s will acquire right only upon the execution of the sale deed duly alienating, conveying and transferring the Schedule `B' and `C' Properties.

#### 43. POSSESSION:

The Vendor shall deliver and put the Purchaser/s in constructive possession of Schedule `B' Property and actual, physical, vacant possession of Schedule `C' Apartment on execution of Sale Deed against payment of balance sale price and all other amounts due under this Agreement and Construction Agreement and

For,  $\ensuremath{\mathrm{M/s}}.$  Novalife Innovative Structures LLP,

compliance of all the terms in both Agreements. That on sale of Schedule `B' Property, the Purchaser/s shall have no claim of whatsoever nature against Vendor and/or Builder.

#### 44. <u>INDULGENCE:</u>

Any delay tolerated or indulgence shown by the Vendor and/or Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Vendor and/or Builder.

#### **45.** WAIVER NOT A LIMITATION TO ENFORCE:

45.1) The Vendors/Builder may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Vendors/Builder in the case of one Purchaser shall not be constructed to be a president and /or binding on the Vendors/Builder to exercise such discretion in the case of other Purchasers.

45.2) Failure on the part of the Vendors/Builder to enforce at any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

#### **46.** BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Vendors/Builder does not create a binding obligation on the part of the Vendors/Builder or the Purchaser/s until, the Purchaser/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s fail/s to execute and deliver to the Vendors/Builder this agreement within thirty days from the date of its receipt by the Purchaser/s, then the Vendors/Builder shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/, application of the Purchaser/s shall be

For, M/s. Novalife Innovative Structures LLP,

treated as cancelled and the Vendors/Builder are entitled to forfeit the booking amount paid by the Purchaser/s.

#### **47. COMPLETE AGREEMENT :**

The parties acknowledge that this Agreement is the complete Agreement. This Agreement supersedes brochures, Letter of Offer/Payment Plan, any prior agreements, and representations between the parties, whether written or oral. Any such prior arrangements such deemed to be are cancelled as at this Date.

#### 48. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 49. INTELECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:

All drawings, plans and specifications furnished to the Purchaser/s will remain the exclusive property of the Vendors until Project is completed.

## **50. AMENDMENT:**

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

#### **51. SEVERABILITY:**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or

For, M/s. Novalife Innovative Structures LLP,

indications of the same are received by either of the parties from any, relevant competent authority, the parties shall:

- a) Amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) At the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

## **52. DEFINATION AND INTERPRETATION:**

Unless the context otherwise requires, the definitions and interpretation shall have the meaning set forth in the Real Estate (Regulation and Development) Act 2016 (Central Act of 2016) and corresponding Rules;

#### 53. **CUSTODY:**

This Agreement is prepared in Duplicate. The original of this Agreement shall be with the Purchaser/s and duplicate thereof with the Builder

#### : SCHEDULE 'A' PROPERTY:

#### ITEM NO. I

All that piece and parcel of the residential converted land bearing Survey No.215/6 measuring 23.08 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17,situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.](Vritha) SR 13/2018-19, dated: 19.01.2019issued by Special Deputy Commissioner, Bangalore Urban District respectively and bounded as follows:

East by : Property bearing Sy.No.215/8;

West by : Property bearing Sy.No.215/4 & 215/13; North by : Property bearing Sy.No.215/7 & 215/15;

South by : Property bearing Sy.No.215/5 & Remaining portion of

For, M/s. Novalife Innovative Structures LLP,

the same Sy.No. 215/6.

### ITEM NO. II

All that piece and parcel of the residential converted land bearing Survey No.215/7 measuring 15.08 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk) Converted vide, Official Memorandum No.ALN [E.V.H.](Vritha) SR 14/2018-19, dated 19.01.2019, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by : Land bearing Sy.No.215/15; West by : Land bearing Sy.No.215/4; North by : Land bearing Sy.No.215/2; South by : Land bearing Sy.No.216.

#### ITEM NO. III

All that piece and parcel of the land bearing Survey No.215/10 measuring 1 Acres 25 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.](Vritha) SR 111/2019-20, dated 30.10.2019, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by : Kaluve and Land bearing Sy.No.215/9; West by : Land bearing Sy.No.215/5 and 215/6;

North by : Land bearing Sy.No.215/8;

South by : Kaluve.

## ITEM NO. IV

All that piece and parcel of the land bearing Survey No.215/15(old Sy.No. 215/7) measuring 15.08 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15,

For, M/s. Novalife Innovative Structures LLP,

215/10,215/13, &215/17, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.](Vritha) SR 12/2019-20, dated 19.01.2019, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by : Land bearing Sy.No.215/8;; West by : Land bearing Sy.No.215/7; North by : Land bearing Sy.No.215/2; South by : Land bearing Sy.No.215/6.

#### ITEM NO. V

All that piece and parcel of the land bearing Survey No.215/13(old Sy.No. 215/4) measuring 6.08 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.](Vritha) SR 16/2018-19, dated 19.01.2019, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by : Land bearing Sy.No.215/6; West by : Land bearing Sy.No.215/17; North by : Land bearing Sy.No.215/4;

South by : Remaining portion of same Land bearing Sy.No.215/13.

#### ITEM NO. V

All that piece and parcel of the land bearing Survey No.215/17(old Sy.No. 215/3) measuring 2 Guntas, presently bearing Amalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Converted vide, Official Memorandum No. ALN [E.V.H.](Vritha) SR 15/2018-19, dated 21.01.2019, issued by Special Deputy Commissioner, Bangalore District and bounded as follows:

East by : Land bearing Sy.No.215/4 & 215/13;

For, M/s. Novalife Innovative Structures LLP,

West by : Road;

North by : Land bearing Sy.No.215/4;

South by : Remaining portion of same Land bearing Sy.No.215/17.

## **COMPOSITE SCHEDULE PROPERTY**

All that piece and parcel of the residential converted land bearingSurvey No.215/6 measuring 23.08 Guntas, Survey No. 215/7 measuring 15.08 Guntas, Survey No.215/10 measuring 1 Acres 25 Guntas, Survey Number 215/15 measuring 15.08 Guntas, Survey No.215/13(old Sy. No. 215/4) measuring 6.08 Guntas, Survey No. 215/17(old Sy. No. 215/3) measuring 2 Guntas, situated at Gunjur Village, Varthur Hobli, Bangalore East Taluk (previously Bangalore South Taluk), Bangalore Urban District, presently bearingAmalgamated Bruhat Bangalore Mahanagara Palike (BBMP) Khatha Serial No. 7677/Sy. No. 215/6, 215/7, 215/15, 215/10,215/13, &215/17, in the record of Bruhat Bangalore Mahanagara Palike(BBMP) and bounded as follows:

East by : Property bearing Sy.No's.228, 227/3, 227/2 & 217; West by : Road & Property bearing Sy.No's.224/1, 225/1, 225/2,

226/1, 226/2 & 219/5;

North by: Varthur Village Boundary; South by: Property bearing Sy.No.218.

# : SCHEDULE "B" PROPERTY: (UNDIVIDED SHARE AGREED TO BE SOLD)

Undivided share, right, title, interest, and ownership in the land in Schedule "A" Property, which comes to**XXXX Sq. Feet**of share in the land in Schedule `A' Property.

# : SCHEDULE `C' PROPERTY: (DESCRIPTION OF APARTMENT)

All that Residential Apartment bearing **No. XXX** in **XXXXXXXX Floor** of **Block X** of **Tower X** in **'NOVO GARDENIA'** to be constructed in Schedule 'A' Property and apartment measuring Sq. Ft. **XXXX** of Carpet Area and **XXXXX** Sq. Ft. of proportionate share in common areas such as passages, lobbies, lifts, staircases

For,  $M/s.\ Novalife\ Innovative\ Structures\ LLP,$ 

and other areas of common use and totally measuring **XXXX** Sq. Ft. of super built up area approximately with right to use One Covered Car Parking Space, and the Apartment is bounded by:

East by: XXXXXXXX West by: XXXXXXXX North by: XXXXXXXX South by: XXXXXXXX

# : SCHEDULE "D": : RIGHTS OF THE PURCHASER/S:

The Purchaser/s shall have the following rights in respect of the Schedule `B' Property and Schedule `C' Apartment and the Building to be constructed thereon on purchase of Schedule `B' Property;

- 1) The right to construct and own an Apartment described in the Schedule `C' above for residential purposes subject to the terms of Construction Agreement.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent, lateral, vertical, and horizontal support for the Schedule `C' Apartment from the other parts of the Building.
- 4) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule `C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof.
- 5) Right to lay cables or wires for Radio, Television, Telephone, and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other Apartment Owners.

 $For, M/s.\ Novalife\ Innovative\ Structures\ LLP,$ 

- 6) Right of entry and passage for the Purchaser/s with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule `C' Apartment or for repairing, cleaning, maintaining or removing the sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
- 7) Right to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Builder and/or the Agency appointed by the Builder.
- 8) Right to use and enjoy the common roads, common areas and parks and open spaces and common facilities in `NOVO GARDENIA' in accordance with the purpose for which they are provided without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads and passages provided in Schedule `A' Property to reach the building in Schedule `A' Property without causing any obstruction for free movement therein.
- 10) The Purchaser/s shall be entitled in common with the Purchasers of the other apartment/s in the building, to use and enjoy the common areas and facilities listed hereunder:
  - a) Entrance lobbies, passages and corridors;
  - b) Lifts/pumps/generators;
    - Staircases and driveways in the basement, roads and pavements;

# : SCHEDULE "E": : OBLIGATIONS ON THE PURCHASER/S:

The Purchaser/s hereby agree/s, confirm/s and undertake/s the following obligations towards the Builder and other Apartment Owners. The obligations herein contained are in addition to the obligations contained elsewhere in this Agreement.

1) The Purchaser/s shall be bound by the following obligations:

 $For, M/s.\ Novalife\ Innovative\ Structures\ LLP,$ 

Project Name: NOVO GARDENIA Flat No.\_\_\_

c)

- a) Not to raise any construction in addition to that mentioned in Schedule `C' above.
- b) Not to use or permit the use of Schedule `C' Apartment in a manner which would diminish the value or the utility therein.
- 2) Not to use the space left open after construction in Schedule `A' Property or in 'NOVO GARDENIA' for parking any vehicles or to use the same in any manner which might cause hindrance to or obstruct the free movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 3) Not to default in payment of any taxes or levies to be shared by the other apartment owners of the Schedule `A' Property.
- 4) Not to decorate the exterior part of the building to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of the apartments in Schedule `A' Property.
- 5) Not to make any arrangements for maintenance of the building referred to in Schedule `A' above and for ensuring common amenities for the benefit of all concerned.
- 6) The Purchaser/s shall has/have no objection whatsoever to the Builder managing the entire development in Schedule `A' Property by themselves or handing over the common areas and the facilities to a maintenance company/ies or to the association as soon as it is formed and pending the same, the Builder shall retain the same and the Purchaser/s has/have given specific consent to this undertaking.
- 7) The maintenance of the building/s shall be done by Builder or by a maintenance company for a period of One year.
- 8) Shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and in terms to be stated in the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the building though each individual owner of apartment will be owner thereof and the undivided share in the land. The main purpose and object of such association is to take over accounts/finance of the multistoried building and the development in 'NOVO GARDENIA' and properly manage the affairs of the same, provide all facilities to the

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occupants and collect from them, the proportionate share of maintenance cost and out goings.

- 9) The Purchaser/s and other owners of Apartments in the said building shall pay the maintenances fee to the Builder or maintenance company or the Association as the case may be for maintenance and management of the common areas and facilities in the building and in Schedule `A' Property as fixed/revised by the Builder.
- 10) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users of the Apartment. However it is the primary responsibility of Purchaser/s to pay the same.
- 11) No apartment owner including Purchaser/s can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of apartment and/or facilities in Schedule `A' Property.
- 12) The Purchaser/s shall use the apartment as a private residence and the carparking space for parking a light motor vehicle and not for any other purpose. The parking space specifically allotted to Purchaser/s is for exclusive use and enjoyment by Purchaser/s and the Purchaser/s shall not have the right to put up any construction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space.
- 13) The Purchaser/s shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builder constructs and not at any time alter the said elevation in any manner whatsoever.
- 14) The Purchaser/s shall from the date of handing over possession, maintain the apartment at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, which may be against the rules and bye-laws of the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any other authority. The Purchaser/s shall keep the apartment, walls, floor, roof, drains, pipes, and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire building and shall not do any work which jeopardizes the soundness or safety of the building or the property or reduce the value thereof or impair any easement or hereditament and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Builder or

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Maintenance Company or Association of Apartment Owners as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the Apartment Owners.

- 15) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters, and things as may be reasonably required by the Builder for duly implementing the terms and intent of this Agreement and for the formation of Owners' Association.
- 16) The Purchaser/s is/are aware that the exclusive right of use of car parking space in Basement level/Ground Level will be allotted by the Builder to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted. The Purchaser/s shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the Purchaser/s any title to the land earmarked as Car Parking Space.
- 17) The cost of repairing and maintaining the internal/feeder/access and driveways will be borne and paid proportionately by the Purchasers of apartments comprised in 'NOVO GARDENIA'.
- 18) The Purchaser/s shall not object for use of Common Road/Drive way/Passage in the Schedule `A' Property for making use of the same by the Owners/Occupants/Users of the balance portions of the property in Schedule `A' above.
- 19) The Purchaser/s of apartments in 'NOVO GARDENIA' and/or in respective Blocks shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building and Purchaser/s specifically shall not:
  - a) Close the lobbies, stairways, passages and parking spaces and other common areas.
  - b) Make any alterations in the elevation or both faces of external doors and windows of the apartment/parking space which in the opinion of the Builder or the Owners' Association differ from the color scheme of the building.

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- c) Make any structural alterations and/or any fresh openings inside the apartment.
- d) Default in payment of any taxes or levies to be shared by the other owners of the Schedule `A' Property or common expenses for maintenance of the building.
- e) Create nuisance or annoyance or damage to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- f) Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous, or combustible in nature.
- g) Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
- h) Bring inside or park in the Schedule `A' Property any lorry or any heavy vehicles.
- i) Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- j) Drape clothes in the balconies and other places of building.
- k) Enter or trespass into the Parking Areas, Garden areas and Terrace Areas not earmarked for general common use.
- l) Throw any rubbish or used articles in Schedule `A' Property other than in the Dustbin provided in the property.
- m) Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Builder.
- n) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in the building or 'NOVO GARDENIA'.

For, M/s. Novalife Innovative Structures LLP.

- o) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in 'NOVO GARDENIA'.
- p) Trespass into other residential buildings in 'NOVO GARDENIA' or misuse the facilities provided for common use.
- q) Use the Schedule `C' Property as a transit apartment or service apartment and should not be let out/permit to use the same on daily/weekly/fortnightly basis.
- r) Use the Schedule `C' Property for training any skill or art or occupation or conduct any teaching classes.
- 20) The use of the club house, swimming pool and other facilities by the Purchaser/s shall be without causing any disturbance or annoyance to the fellow users and without committing any act of waste or nuisance which will affect the peace and tranquility of the place.
- 21) The Purchaser/s shall not park any vehicles in any part of Schedule `A' Property except in the parking area specifically acquired by the Purchaser/s and earmarked for the Purchaser/s and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
- 22) The Purchaser/s shall not keep any cattle/live stock in the Schedule `C' Apartment or in Schedule `A' Property and Purchaser/s shall keep all the pets confined within the Schedule `C' Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 23) The Purchaser/s shall maintain at Purchaser's/Purchasers' cost the said Apartment and Parking Space in good condition, state and order and shall abide by all the laws and regulations of the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution of the sale deed.
- 24) The Purchaser/s shall not use the Apartment/Parking Space/Garden/Terrace or permit the same to be used for any purpose which in the opinion of the Builder

For, M/s. Novalife Innovative Structures LLP.

and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/Parking Space/Garden/Terrace in the said building to the Owners or occupiers of the neighboring buildings and/or properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking space.

- 25) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule `A' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owners in the Building.
- 26) The Purchaser/s shall permit the Builder and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 27) The Purchaser/s can make use of the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other apartment owners in the Block and/or in 'NOVO GARDENIA'.
- 28) The Purchaser/s shall pay to the Builder or maintenance company or Owners' Association as the case may be the following expenses in proportion to his/her/their share in Schedule `C' Apartment:

For, M/s. Novalife Innovative Structures LLP.

- a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building and in 'NOVO GARDENIA' including the cost of Annual Maintenance Contract for these equipments;
- b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of buildings and for facilities in the project.
- c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d) Expenses for maintenance of the buildings and the land surrounding thereto, white washing and color washing of common areas, roads, developments, club house, external areas and the compound;
- e) Expenses incurred in the maintenance of landscape, Gardens, pots and other plants in Schedule `A' Property;
- f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff appointed;
- g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the development in Schedule `A' Property in general including all taxes and other incidental expenses in general.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

## **WITNESSES:**

1)

# ( P. NAGANDRA)

As a Managing Partner of M/s. Novalife Innovative Structures LLP

For,  $\ensuremath{\mathrm{M/s}}.$  Novalife Innovative Structures LLP,

## And General Power of Attorney Holderfor Vendor No.1 to 157 VENDORS

2)

## For, M/s.NOVALIFE INNOVATIVE STRUCTURES LLP,

( P. NAGANDRA) Managing Partner B U I L D E R

## PURCHASER/S

### **ANNEXURE -1**

Pursuant thereto the Purchaser/s has paid the Builder a sum of Rs. XXXXXXX/-(Rupees XXXXXXXXXX Only) by way of Cheque No. XXXXXX,Dated: XX-XX-XXXX drawn on XXXX Bank, XXXXXXXXX Branch, XXXXXXXX favoring M/s.Novalife Infrastructures LLP, as advance towards sale consideration, and the balance amount shall be paid in the manner stated below:

Payment Schedule (Linked to Sale)		
On Booking	₹XXXXXXX	Paid

For,  $\ensuremath{\mathrm{M/s}}.$  Novalife Innovative Structures LLP,

On Agreement	10%	Due
On completion of foundation	10%	Due
On completion of Basement slab	10%	Due
On completion of 1st floor slab	5%	Due
On completion of 3rd floor slab	5%	Due
On completion of 6th floor slab	5%	Due
On completion of 8th floor slab	5%	Due
On completion of 10th floor slab	5%	Due
On completion of 12th floor slab	5%	Due
On completion of 14th floor slab	5%	Due
On completion of final terrace slab	5%	Due
On completion of brick work	10%	Due
On completion of plastering	10%	Due
On or before Registration	10%	Due
Total	100%	Due

## ANNEXURE -2 Cost of Construction of Schedule 'C' Property AndDetails of Payment/Payment Plan

Pursuant thereto the Purchaser/s has paid the Builder a sum of Rs. XXXXX/- (Rupees XXXXXXXX Only) by way of Cheque No. XXXXXX,Dated: XX-XX-XXXX drawn on XXXX Bank, XXXXXXXX Branch, XXXXXX favoring M/s.Novalife Infrastructures LLP, as advance towards sale consideration, and the balance amount shall be paid in the manner stated below:

For, M/s. Novalife Innovative Structures LLP.

Payment Schedule (Linked to Construction)				
On Booking	₹XXXXXXX	Paid		
On Agreement	10%	Due		
On completion of foundation	10%	Due		
On completion of Basement slab	10%	Due		
On completion of 1st floor slab	5%	Due		
On completion of 3rd floor slab	5%	Due		
On completion of 6th floor slab	5%	Due		
On completion of 8th floor slab	5%	Due		
On completion of 10th floor slab	5%	Due		
On completion of 12th floor slab	5%	Due		
On completion of 14th floor slab	5%	Due		
On completion of final terrace slab	5%	Due		
On completion of brick work	10%	Due		
On completion of plastering	10%	Due		
On or before Registration	10%	Due		
Total	100%	Due		

### **ANNEXURE -3**

## **SPECIFICATION**

## FRAMED STRUCTURE

RCC framed structure to withstand wind & seismic loads.

## **SUPER STRUCTURES**

6" thick bricks / first class Solid Brick / Porotherm Brick Masonry in Cement Motor 4" thick bricks.

### **DOORS**

Main Door frame: Best Quality Teak Wood frame with hard wood door with veneer finish

For, M/s. Novalife Innovative Structures LLP,

Main Door Shutter: Hard wood with veneer finish

Internal Door Frame: Best Quality Hardwood door frame with paint.

Internal Door Shutter: BWP Grade Best Quality Hardwood door both side Paint. French Doors: UPVC door systems with sliding shutters provision for mosquito mesh track.

Windows: UPVC door systems with sliding shutters provision for mosquito mesh track.

### **PAINTING**

External: Finish with two coats of exterior emulsion paint with architectural features.

Internal: Smooth wall putty finish with two coats of premium acrylic emulsion paint of best brands over a coat of primer.

### **FLOORING**

Living, Dining, Bedroom & Kitchen: 600mmx600mm double charged vitrified tiles.

Bathrooms: Acid resistant, Anti-skid ceramic tiles.

Corridors: Vitrified tiles flooring. Balconies: Anti-skid vitrified tiles Ground Floor Lobby: Granite Flooring.

### **TILE CLADDING**

Bathrooms: Glazed ceramic tile dado up to 7' height.

Utilities: Rustic vitrified tile of SKGT.

### **KITCHEN**

- Provision for fixing of water RO system, exhaust fan & chimney.
- Utilities/Wash: Washing machine provision in utility area.

### **BATHROOMS**

- Provision for geysers in all bathrooms.
- All C.P fitting are chrome plated (Jaguar or Parryware or equivalent).
- Sanitary: Jaguar or Parryware or equivalent.

#### **ELECTTRICAL**

- Concealed Copper Wiring (Polycab or KEI or equivalent).
- Air conditioners point
  - 3 BHK, 2 POINTS
  - 2.5 BHK, 2 POINTS
  - 2 BHK, 2 POINTS
  - 1 BHK, 1 POINT
- Power outlets for geysers in all bathrooms.

For, M/s. Novalife Innovative Structures LLP,

Project Name: NOVO GARDENIA

Flat No.\_\_

- Power plugs for cooking range chimney, refrigerators, microwave ovens, mixer/grinders in kitchen.
- Elegant designer modular electrical switches of ROMA or North West or equivalent.

#### **TELECOM**

- Provision for Telephone points, Internet, DTH.
- Intercom facility to all the units connecting Security.

**CABLE TV:** Provision for cable connection in Master Bedroom & Living room.

### LIFTS

Two high speed automatic passenger lifts with rescue device for energy efficiency, with granite/marble and one service lift in each tower (make of/Johnson/Kone/equivalent).

WTP & STP

- Fully treated water made available through exclusive water softening & purification plants for each unit.
- A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project; treated sewage water will be used for the landscaping & flushing purpose.

**GENERATOR:** 100% DG set backup for common area and 1KV for each unit. **SECURITY / BMS** 

- Sophisticated round-the-clock security system.
- Panic button and intercom is provided in the lifts connected to the security room.
- Surveillance cameras at the main security & entrance of each block to monitor.
- Separate rooms for associations, maintenance, and servant toilets

## ANNEXURE -4 FLOOR PLAN

For, M/s. Novalife Innovative Structures LLP.

For, M/s. Novalife Innovative Structures LLP,