

## **AGREEMENT FOR SALE**

**THIS SALE AGREEMENT IS MADE AND EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
TWO THOUSAND TWENTY THREE (\_\_\_\_/\_\_\_\_/2023) AT BENGALURU:-**

### **BETWEEN:**

- 1. Sri. H. T. RAMESH, S/o. Sri. Thimmappa, Aged about 54 years,  
AADHAAR: 9005 9808 5298**
- 1a. Smt. DHANALAKSHMI, W/o. Sri. H. T. Ramesh, D/o. Sri. Srinivas,  
Aged about 45 years, AADHAAR: 3879 4941 5056**
- 1b. Sri. THIMMAPPA @ THIMMAIAH, S/o. Late Thimmarayappa,  
Aged about 82 years, AADHAAR: 3818 5383 4043,**
- 1c. Smt. GOWRAMMA, W/o. Thimmappa, Aged about 58 years,  
AADHAAR: 4986 8919 8839,**
- 1d. Smt. ANITHA, D/o. Sri. Thimmappa, W/o. Sri. K. Shankar, Aged about 48 years,  
AADHAAR: 5540 3921 6510,**
- 1e. Smt. VENKATAMMA, D/o. late Thimmarayappa, Aged about 71 years,**
- 2. Sri. RAMAYYA, S/o. late Byrappa, Aged about 81 years,  
AADHAAR: 8791 6916 3720**
- 2a. Smt. SAROJAMMA, W/o. Sri. Ramayya, Aged about 77 years,  
PAN: HZNPS9620F, AADHAAR: 9608 5455 8659,**
- 2b. Sri. SRINIVAS R, S/o. Sri. Ramayya, Aged about 53 years,  
AADHAAR: 7514 3074 1078,**
- 2c. Smt. NARAYANAMMA S, W/o. Sri. Srinivasa, D/o. Sri. Subbappa,  
Aged about 50 years, AADHAAR: 4205 6680 8126,**
- 2d. Kumari. KAVANA. S, D/o. Sri. Srinivasa R, Aged about 25 years,  
AADHAAR: 3428 7876 1017,**
- 2e. Sri. RAVINDRA KUMAR R, S/o. Sri. Ramayya, Aged about 46 years,  
PAN: ARXPR2345D, AADHAAR: 5578 3463 5006, for himself and for his minor  
children Master. GAGANGOWDA R, Aged about 16 years,  
AADHAAR: 8857 7609 2088 & Kumari. DEEKSHA R, Aged about 12 years,  
AADHAAR: 3326 4588 9165,**
- 2f. Smt. SHASHIKALA R, W/o. Sri. Ravindra Kumar, Aged about 34 years,  
PAN: FQWPS0658K, AADHAAR: 7380 4619 1570,**
- 2h. Smt. KANTHAMMA R, D/o. Sri. Ramayya, W/o. Sri. Prakash V,  
Aged about 49 years, AADHAAR: 3157 7621 8964,**
- 2i. Kumari. LEKHANA S, Aged about 22 years, D/o. Sri. Srinivas R,  
Residing at Haladenahalli Village, Kasaba Hobli, Anekal Taluk,  
AADHAAR: 7387 2475 9497**
- 3. Sri. SRIRAMAPPA @ SRIRAMAIAH, S/o. late Thammanna, Aged about 69 years,  
AADHAAR: 7514 2333 5359**
- 3a. Smt. SARASWATHAMMA, W/o. Sri. Sriramappa, Aged about 57 years,  
AADHAAR: 2923 2620 7924,**
- 3b. Smt. NIVEDITHA N, W/o. Sri. Manjunatha, Aged about 30 years,  
AADHAAR: 9347 2756 7906,**

- 3c. **Smt. R. SHILPA**, W/o. Sri. Venkataramaiah, D/o. Ramayya, Aged about 36 years, AADAHAR: 2830 8154 5030,
- 3d. **Smt. PUSHPA**, D/o. Sri. Sriramayya, Aged about 41 years, AADHAAR: 9706 3655 1327,
- 3e. **Smt. JAYAMMA**, W/o. Sri.Ramaiah, D/o. late Sri. Thammanna, Aged about 60 years, AADHAAR: 6360 4615 3156.
4. **Sri. VENKATESHAPPA**, S/o. Late Thimmarayappa, Aged about 67 years, AADHAAR: 8093 9337 1194,
- 4a. **Smt. SONNAMARIYAMMA**, W/o. Sri. Venkateshappa, D/o. Sri. Kempanna, Aged about 66 years, AADHAAR: 5112 4171 1182,
- 4b. **Sri. NARAYANASWAMY**, S/o. Sri. Venkateshappa, Aged about 46 years, AADHHAR: 6126 0587 3898,
- 4c. **Kumari. NEHA N S**, Aged about 19 years, D/o. Sri. Narayana Swamy, AADHAAR: 3986 7002 4107,
- 4d. **Smt. SHOBHA N**, W/o. Sri. Narayanaswamy, D/o. Sri. Nagarajappa, Aged about 41 years, AADHAAR: 5306 3077 1058,
- 4e. **Sri. MOHAN KUMAR**, S/o. Sri. Venkateshappa, Aged about 42 years, for self and for his minor son Master HEMAL GOWDA M N, Aged about 13 years, AADHAAR: 3127 2378 9711,
- 4f. **Smt. NETHRA K**, W/o. Sri. Mohan Kumar V, Aged about 37 years, AADHAAR: 9529 0680 5730,
- 4g. **Sri. PRASHANTH**, S/o. Sri. Venkateshappa, Aged about 40 years,
- 4h. **Smt. MANJULA B. E**, W/o. Sri. Prashanth, D/o. Sri. Eshwar M N, Aged about 37 years, AADHAAR: 8835 1083 9824,
- 4i. **Smt. VENKATAMMA**, D/o. late Thimmarayappa, Aged about 73 years.

All the above parties are residing at Haladenahalli Village, Kasaba Hobli, Anekal Taluk and Bengaluru Urban District and represented by their GPA holder:

**M/s. NANDI INFRA**, Having its office at No.1000, 1<sup>st</sup> Cross, 4<sup>th</sup> Main, BTM 4<sup>th</sup> Stage, 1<sup>st</sup> Block, Bangalore-560 076, Represented by its Partners:

- i. **Mr. M. VISWANATHA REDDY**, Aged about 44 years, S/o. Mr. Gangireddy Malella, AADHAAR: 2569 1283 6784;
- ii. **Mr. D. RAJESH BABU**, Aged about 39 years, S/o. Mr. D. Sankaraiah, AADHAAR: 3068 3638 0363;
- iii. **Mr. RAGHU. B. R**, Aged about 37 years, S/o. Mr. Ramachandra Reddy, AADHAAR: 7390 3545 0412;

Hereinafter collectively referred to as the “**VENDORS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns etc.,) **OF FIRST PART:**

**AND:**

**M/s. NANDI INFRA**, Having its office at No.1000, 1<sup>st</sup> Cross, 4<sup>th</sup> Main, BTM 4<sup>th</sup> Stage, 1<sup>st</sup> Block, Bangalore-560 076, Represented by its Partners:

- i. **Mr. M. VISWANATHA REDDY**, Aged about 44 years, S/o. Mr. Gangireddy Malella, AADHAAR: 2569 1283 6784;
- ii. **Mr. D. RAJESH BABU**, Aged about 39 years, S/o. Mr. D. Sankaraiah, AADHAAR: 3068 3638 0363;
- iii. **Mr. RAGHU. B. R**, Aged about 37 years, S/o. Mr. Ramachandra Reddy, AADHAAR: 7390 3545 0412;

Hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns etc.,) **OF SECOND PART:**

**IN FAVOUR OF:**

**Mr/Mrs.** \_\_\_\_\_, Son of/Wife of Mr. \_\_\_\_\_, Aged about ..... years, Residing at No. \_\_\_\_\_, Bengaluru, PIN: PAN: ..., AADHAAR: \_\_\_\_\_,

Hereinafter called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **OF THE THIRD PART.**

The Vendors, Developer and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREASSES AS BELOW:**

- A.** Whereas, the Vendor-1 Sri. H T Ramesh is the absolute owner of converted land bearing **Sy No. 62/7 measuring 24 guntas**, converted vide Conversion Order 13.01.2022 in Official Memorandum bearing No. ALN[A&K]SR/90/2021-22, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.1 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.1 of the Schedule-A Property.**

Whereas, Sri. H T Ramesh acquired the said property , under a Gift Deed dated 01.04.2004, registered as document No. ANK-1-05368-2011-12 of Book-I, stored in CD No.309, in the office of the Sub Registrar, Anekal, executed by his father Sri. Thimmaiah @ Thimmapp, the party No.1b.

The Vendor-1a Smt. Dhanalakshmi is the absolute owner of converted land bearing **Sy No. 62/8 measuring 16 guntas**, converted vide Conversion Order 16.04.2018 in Official Memorandum bearing No. ALN [A&K] SR/107/2017-18, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.2 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.2 of the Schedule-A Property.**

Whereas, Smt. Dhanalakshmi acquired the said land under a sale deed dated 31.07.2013, registered as document No. ANK-1-02216-2013-14 of Book-1, stored in CD No. ANKD358, in the office of the Sub Registrar, Anekal, executed by Sri. Krishnappa, S/o. Late Venkatappa.

Whereas, the Vendor-1 & 1b along with their legal heirs i.e., Vendor-1b to 1e has entered into the Joint Development Agreement and General Power of Attorney both dated 02.09.2022, with the Developer and the said deeds have been registered as Document Nos. ANK-1-04724-2022-23 of Book-I & ANK-4-00275-2022-23, both stored in CD No. ANKD1375, in the office Sub-Registrar, Anekal on a sharing ratio of 60: 40 (60% developed share to the Vendors and 40% developed share to the Developer). In terms of the said JDA, the parties have entered into Sharing Agreement and identified their respective share of residential area.

- B.** Whereas, the Vendor-2 Sri. Ramayya is the absolute owner of converted land bearing **Sy No.62/5 measuring 33 Guntas**, converted vide Conversion Order dated 26.03.2015 in Official Memorandum bearing No. ALN (A&K) SR/207/2014-15, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.3 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.3 of the Schedule-A Property**.

Whereas, Sri. Ramayya acquired the said land by way of inheritance after the death of his father late Byrappa, vide MR No. MR 6/2008-09.

Whereas, the Vendor-2 Sri. Ramayya is the absolute owner of converted land bearing **63/1, measuring 1 Acre 18 Guntas**, converted vide Conversion Order dated 26.03.2015 in Official Memorandum bearing No. ALN (A&K) SR/207/2014-15, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.4 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.4 of the Schedule-A Property**.

Whereas, Sri. Ramayya acquired the said land Jubane partition dated 10.01.2001 entered among his brothers and himself and khata got mutated as per the said jubane partition, vide MR 5/2001-02.

Whereas, Vendor-2 along with his legal heirs, i.e., Vendor-2b to 2i has entered into the Joint Development Agreement and General Power of Attorney both dated 29.08.2022, with the Developer and the said deeds have been registered as Document Nos. ANK-1-04723-2022-23 of Book-I & ANK-4-00277-2022-23, both stored in CD No. NKD1375, in the office Sub-Registrar, Anekal on a sharing ratio of 60: 40 (60% developed share to the Vendors and 40% developed share to the Developer) and the said deeds have been subjected to rectification vide Rectification Deeds dated 17.02.2023, registered as Document Nos. ANK-4-00643-2022-23 of Book-I & ANK-4 ANK-1-10295-2022-23, both stored in CD No. ANKD1499, in the office Sub-Registrar, Anekal. In terms of the said JDA, the parties have entered into Sharing Agreement and identified their respective share of residential area.

- C.** Whereas, the Vendor-3 Sri. Sriramappa @ Sriramaiah is the absolute owner of converted land bearing **Sy No. 62/6 measuring 35 guntas**, converted vide Conversion Order dated 16.04.2018 in Official Memorandum bearing No. ALN (A&K) SR/108/2017-18, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.5 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.5 of the Schedule-A Property**.

Whereas, Sri. Sriramappa acquired the said land after the death of his father Thammanna, vide MR H43/2011-12 dated 28.05.2012, mutated as per the Order dated 08.02.2012 in Case No. RRTC CR (A) 269/2012-13, issued by the Assistant Commissioner, Bangalore South Sub Division, Bangalore.

Whereas, Vendor-3 along with his legal heirs, i.e., Vendor-3a to 3e has entered into the Joint Development Agreement and General Power of Attorney both dated 02.09.2022, with the Developer and the said deeds have been registered as Document Nos. ANK-1-04736-2022-23 of Book-I & ANK-4-00278-2022-23, both stored in CD No. ANKD1375, in the office Sub-Registrar, Anekal on a sharing ratio of 60: 40 (60% developed share to the Vendors and 40% developed share to the Developer). In terms of the said JDA, the parties have entered into Sharing Agreement and identified their respective share of residential area.

- D.** Whereas, Vendor-4 Sri. Venkateshapp is the absolute owner of converted land bearing **Sy No. 62/6 measuring 08 guntas**, converted vide Conversion Order dated 16.04.2018 in Official Memorandum bearing No. ALN (A&K) SR/108/2017-18, situated at Haldenahalli Village, Kasaba Hobli, Anekal Taluk, which is more particularly described in ITEM No.6 of the Schedule-A hereunder and hereinafter referred to as **ITEM No.6 of the Schedule-A Property**.

Whereas, Sri. Venkateshapp acquired the said land Jubane partition dated 10.01.2001 entered among his brothers and himself and khata got mutated as per the said jubane partition, vide MR 5/2001-02.

Whereas, Vendor-4 along with his legal heirs has entered into the Joint Development Agreement and General Power of Attorney both dated 02.09.2022, with the Developer and the said deeds have been registered as Document Nos. ANK-1-04722-2022-23 of Book-I & ANK-4-00274-2022-23, both stored in CD No. ANKD1375, in the office Sub-Registrar, Anekal on a sharing ratio of 60: 40 (60% developed share to the Vendors and 40% developed share to the Developer). In terms of the said JDA, the parties have entered into Sharing Agreement and identified their respective share of residential area.

Whereas, the lands described in ITEM NOS. 1 to 6 are located in a compact block and the said lands are earmarked for the purpose of plotted development of a residential project and hence, the Developer applied before the Member Secretary, Anekal Planning Authority (NPA), Anekal, who has granted the Provisional Approval/Commencement Certificate bearing no. APA: LAO: 62:2022-23 dated 31.12.2022 to develop the Project comprising 60 plots and the said project shall be known as '**NANDI GARDEN**' ("Project");

- A.** The Developer has registered the Project under the provisions of the Act with the \_\_\_\_\_ Karnataka Real Estate Regulatory Authority at Bengaluru on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- B.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;

- C. The Purchaser had applied for a plot in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having area of \_\_\_\_\_ square feet as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule-B and the said plot has fallen to the share of the Developer as per the sharing agreements entered with the land owners);
- D. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- E. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- F. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- G. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Schedule-B Property (Plot);

***NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:***

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase the Schedule-B Property (Plot).
- 1.2 Whereas, the parties fixed the total price for the plot to be of **Rs.....(Rupees.....Only)** and the Purchaser has paid the portion of the sale price as advance to the Developer in the following manner:
- a) Rs..... (Rupees.....Only) paid by way of cheque bearing No..... dated....., drawn on .Bank, Bengaluru.
  - b) Rs..... (Rupees.....Only) paid by way of cheque bearing No..... dated....., drawn on .Bank, Bengaluru.

**Explanation:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell the Plot to the Purchaser and the Purchaser hereby agrees to purchase the Plot;

- 1.2** The Total Price for the Plot is **Rs. ....../- (Rupees.....Only) ("Total Price")**.
- 1.3** The Total Price above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the development of the Project and payable by the Developer) up to the date of handing over the possession of the Plot and stamp duty and registration charges payable on this Agreement and in relation to the execution and registration of the sale deed. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change/ modification.
- 1.4** The Developer shall periodically intimate to the Purchaser, the amount payable as stated above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc., have been imposed or become effective.
- 1.5** The Purchaser shall be liable to pay the charges towards the municipal taxes, water and electricity charges, deposits, maintenance charges, etc., before the execution of sale deed in respect of the Plot.
- 1.6** The Total Price is escalation-free, except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1.7** It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications in respect of the plot, without the previous written consent of the Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such changes or alterations as per the provisions of the Act or orders of competent authorities. Vice versa the Purchaser shall not change the Plot entry, if they required changes, they shall take written permission form Developer.
- 1.8** Subject to Clause 9.3, Developer agrees and acknowledges, the Purchaser shall have the right to the Plot as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the Plot;
  - (ii) 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 to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the

Developer shall convey undivided proportionate title in the common areas to the association of Purchaser as provided in the Act;

- (iii) That the computation of the price of the Plot includes recovery of price of land, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, etc., and includes cost for providing all other facilities as provided within the Project.
- (iv) For the purposes of this Agreement, the term “**Common Areas**” shall mean:
  - (a) the common entrances and exits of Project;
  - (b) the common parks, play areas and open parking areas;
  - (c) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
  - (d) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
  - (e) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - (f) all other portion of the Project necessary for its maintenance, safety and in common use.

1.9 It is made clear by the Developer and the Purchaser agree that the Plot be treated as a single indivisible unit for all purposes. It is agreed by the Purchaser that the Project is a self-contained Project covering the said Land and is part of larger adjoining lands being developed by the Developer and shall form a part of and/or linked/combined with any other project in its vicinity or otherwise developed by the Developers for the purpose of integration of infrastructure and Common Area for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of Purchaser of the Project along with other members and guests as may be determined by the Developer.

1.10 The Developer agrees to pay all outgoings before transferring physical possession of Plot to the Purchaser, which it has collected from the Purchaser, for payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage loan and interest thereon before transferring the Plot to the Purchaser, the Developer agrees to be liable, even after transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.



| <b><u>Sl. No</u></b> | <b><u>Date</u></b> | <b><u>Mode Of Transaction</u></b> | <b><u>Amount</u></b> |
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The Developer hereby acknowledges having receipts of **Rs.\_\_\_\_\_/- (Rupees\_\_\_\_\_Only)** being part payment towards Total Price of the Plot and the Purchaser hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Developer, within the time and in the manner specified therein. Provided that if the Purchaser delays payment towards any amount payable, they shall be liable to pay interest at the rate specified in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the development milestones, the Purchaser shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment in favour of Developer.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any

way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

5. **TIME IS ESSENCE**

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Plot to the Purchaser and the common areas to the association of the Purchaser after receiving the release letter and completion certificate from competent authority, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Developer as provided in the Payment Plan.

6. **DEVELOPMENT OF THE PROJECT**

The Purchaser have seen the specifications of the Plot and accepted the Payment Plan, layout plans which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and will strictly abide by the byelaws and provisions prescribed by the Association and shall have an option to make any variation/alteration/modification in such plans, in the manner provided under the Act.

7. **POSSESSION OF THE PLOT**

- 7.1 **Schedule for possession of the said Plot** - The Developer agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Plot on the date of registration of sale deed with respect to plot or before **31-12-2026** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment within\_\_\_\_days from that date. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc., against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities

under this Agreement.

- 7.2 **Procedure for taking possession** - The Developer, upon obtaining the release letter and completion certificate from the competent authority shall offer in writing the possession of the Plot, to the Purchaser in terms of this Agreement to be taken within 2 (Two) months from the date of issue of such notice and the Developer shall give possession of the Plot to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within days of receiving the release letter and completion certificate for the Project.
- 7.3 **Failure of Purchaser to take Possession of Plot** - Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Purchaser** - After obtaining the release letter and handing over physical possession of the Plot to the Purchaser, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchaser or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Purchaser** - The Purchaser shall have the right to cancel/withdraw their allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit 10% (Ten percent) of the Total Price. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 60 (Sixty) days of such cancellation without any interest.
- 7.6 **Defective title** - The Developer shall refund the amount paid due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 60 (Sixty) days in the manner as provided under the Act.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER -**

The Developer hereby represents and warrants to the Purchaser as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the development of project on said Land or the Plot;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law.
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vi) The Developer has 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 Land, including the Project and the said Plot which will, in any manner, affect the rights of Purchaser under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed /Sale deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Purchaser;
- (ix) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (x) 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 Developer against development of the said Land and/or the Project.

Notwithstanding the above, the Purchaser have inspected the title documents relating to the Project and the planning permit and is satisfied regarding the same. The Purchaser has/have visited and inspected the Project and the surroundings and is satisfied regarding the location of the same and the surroundings.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) The Developer fails to provide ready to move in possession of the Plot to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Developer under the conditions listed above, the Purchaser is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules within 60 (Sixty) days of receiving the termination notice:

Provided that where a Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

9.3 The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond 30 (Thirty) days after notice from the Developer in this regard, the Developer shall be entitled to cancel the allotment of the Plot in favour of the Purchaser and refund without interest, the amount money paid to the Developer by the Purchaser by deducting the interest liabilities and 10 % (Ten percent) of the Total Price towards damages and this Agreement shall stand terminated.

## **10. CONVEYANCE OF THE PLOT**

The Developer, on receipt of complete amount of the Price of the Plot under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title

of the Plot within 3 (Three) months from the issuance of the release letter and completion certificate. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser and also claim a sum of Rs.5/- (Rupees Five) per square feet per month towards holding charges. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority/is.

**11. MAINTENANCE OF THE PROJECT**

11.1 The Developer shall be responsible to provide and maintain essential services in the Project either by itself or through other parties till the taking over of the maintenance of the project by the association of the Purchaser. The Developer shall appoint such other parties for such duration as may be desired by Developer.

11.2 The Purchaser shall become a member of the owners' association that may be formed by the Developer/Purchaser for maintenance of the common facilities and shall be bound by the bylaws, governing the members under the Association. The Purchaser agree that, they shall pay regularly without default the maintenance charges as raised by the association and/or any agency appointed by it for the maintenance of the Project and such maintenance charges shall include all the amounts payable with regard to the common interest, including repairs, common maintenance and maintenance of common amenities and to maintain the internal roads and other common areas.

**12. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Purchaser hereby agrees to purchase the Plot on the specific understanding that their right to the use of Common Areas and the Common Facilities shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchaser (or the maintenance agency appointed by it) and performance by the Purchaser of all their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchaser from time to time.

**13. RIGHT TO ENTER THE PLOT FOR REPAIRS**

The Developer or maintenance agency or association of Purchaser shall have right of unrestricted access of all Common Areas, for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchaser and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and

service rooms, firefighting pumps and equipment's etc., and other permitted uses as per sanctioned plans.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT**

- 15.1 Subject to Clause 12 above, the Purchaser shall, after taking possession use the plot solely for residential purpose, be solely responsible to maintain the Plot at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Plot, or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of any construction on the Plot is not in any way damaged or jeopardized.
- 15.2 The Purchaser further undertake, assure and guarantee that they would not put any signboard/name-plate, neon light, publicity material or advertisement material etc., anywhere on the exterior of the Project, building developed in the Plot on Schedule B Property herein or Common Areas. The Purchaser shall also not change the exterior design, layout design, compound walls of the Project as well as any building developed in the Plot in Schedule B Property herein.
- 15.3 The Purchaser shall not store any hazardous or combustible goods in the Plot provided in Schedule B Property herein. The Purchaser shall also not remove any wall, including the outer wall of the Project. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchaser and/or maintenance agency appointed by association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Purchaser hereby confirms that the Project shall always be known as **"NANDI GARDEN"** and that the Purchaser shall not change or cause change of the name of the Project.
- 15.5 It will be the responsibility of the Purchaser to make payment of applicable property taxes in relation to the Plot and the residential building constructed thereon after the registration of the sale deed.
- 15.6 The Purchaser shall submit a copy of the building plan in respect of the building to be constructed on the Plot, to the Developer for Developer's approval of such building plan. Thereafter the Purchaser will obtain requisite approval/sanctions from competent authorities and construct the building strictly in terms of the plan approved by the Developer and competent authorities.
- 15.7 The Purchaser and all persons entitled, authorized or permitted by the Purchaser shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas of the Project.
- 15.8 The Purchaser in the event of leasing the residential building shall keep informed the agency maintaining the common areas about the tenancy, giving all the

details of the tenants. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser contained herein shall be that of the Purchaser and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project.

- 15.9 The Purchaser shall not encroach upon any roads, parks and open spaces in the Project and shall keep the same free from any obstructions. The Purchaser shall not trespass into other plots/villa or areas not earmarked for common use.
- 15.10 The Purchaser shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces neighbouring plots, roads and open space left open in the Project. The Purchaser shall strictly follow rules and regulations for garbage disposal as may be prescribed by the agency maintaining the common areas and facilities in the Project.
- 15.11 The Purchaser shall not install any machinery and/or store/keep explosives, chemicals, inflammables / prohibited articles which are hazardous, dangerous or combustible in nature in the Plot except the domestic cooking gas.
- 15.12 The Purchaser shall not keep any cattle/live stock in the Plot and the Purchaser shall keep all the pets confined within the Plot and shall ensure that the pets do not create any nuisance/disturbance to the other occupants of the Project.
- 15.13 The Purchaser shall become a member of the association of Purchaser which will be formed for maintenance and upkeep of common facilities in the Project and strictly adhere to the rules and regulations that may be prescribed for the residents of the Project.
- 15.14 The Purchaser shall not default in payment of any taxes or levies to be shared by the other owners/occupants of the Project.
- 15.15 The Purchaser shall not store any hazardous or combustible goods in the Plot.
- 15.16 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchaser and/or maintenance agency appointed by such association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.17 The Purchaser shall park vehicles in the parking area specifically acquired by the Purchaser and earmarked for the Purchaser and not to enclose the parking areas or put up any construction therein whether temporary or permanent.
- 15.18 The Purchaser shall bear proportionate expenses for maintenance of all the common amenities, areas and facilities in the Project along with the other occupants.



- 15.19 The Purchaser shall not have any objection for the Developer appointing any agency to maintain all the Common Facilities in Project until such time the owner's Association/agency appointed by the owner's Association takes over the common area maintenance.
- 15.20 The Purchaser shall be bound by the rules and regulations governing the use of the Common Facilities as may be determined by the Association.
- 15.21 The Purchaser shall not raise any development on the Plot beyond the extent and specifications provided in Schedule B Property herein and shall be in compliance with the law. In addition, the Purchaser shall not encroach upon the common areas in the Schedule-A Property.
- 15.22 The Purchaser shall not develop the Plot in Schedule B Property in such a manner that it will diminish its value or utility.
- 15.23 The Purchaser shall only use the Plot in Schedule B Property for residential purpose. The Purchaser shall not use the said Plot in Schedule B Property for any commercial enterprise or commercial parking or any such other businesses.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PURCHASER**

The Purchaser is entering into this Agreement for the allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the or Plot / at his/her own cost.

**17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developer executes this Agreement it shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the Plot, subject to the Purchaser making payment of Total Price as per Payment Plan.

**18. BINDING EFFECT**

This Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser fails to execute and deliver to the Developer this Agreement within thirty days from the date of its receipt by the Purchaser and/or appear before the Sub- Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within thirty

(30) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot, as the case may be.

20. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

21. **STAMP DUTY AND REGISTRATION CHARGES**

The Purchaser shall bear the stamp duty, registration charges and other incidental charges in respect of; (a) this Agreement; and (b) the execution and registration of the sale deed in respect of the Plot.

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER OR SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

23. **WAIVER NOT A LIMITATION TO ENFORCE**

23.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser.

23.2 Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement

shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. 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 this 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.

**26. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory. After the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed at Bengaluru.

**27. NOTICES**

27.1 That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post at their respective addresses specified below:

(i) To the Purchaser,

Mr. \_\_\_\_\_,  
# \_\_\_\_\_.

(ii) To the Developer,

**M/s. NANDI INFRA**, Having its office at No.1000, 1<sup>st</sup> Cross,  
4<sup>th</sup> Main, BTM 4<sup>th</sup> Stage, 1<sup>st</sup> Block, Bangalore-560 076

27.2 It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

**28. JOINT PURCHASERS**

That in case there are Joint Purchaser all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

**29. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

30. **DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**SCHEDULE-A PROPERTY**

**ITEM NO.1**

All that piece and parcel of converted land bearing **Sy No. 62/7 measuring 24 guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN[A&K]SR/90/2021-22, dated 13.01.2022, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b>           | <b>WEST</b>             | <b>NORTH</b>                          | <b>SOUTH</b>          |
|-----------------------|-------------------------|---------------------------------------|-----------------------|
| Property in Sy No. 60 | Property in Sy No. 62/6 | Private Property and Railway boundary | Property in Sy No. 68 |

**ITEM NO.2**

All that piece and parcel of converted land bearing **Sy No. 62/8 measuring 16 guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN [A&K] SR/107/2017-18, dated 16.04.2018, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b>             | <b>WEST</b>             | <b>NORTH</b>            | <b>SOUTH</b>          |
|-------------------------|-------------------------|-------------------------|-----------------------|
| Property in Sy No. 62/6 | Property in Sy No. 62/5 | Property in Sy No. 62/6 | Property in Sy No. 68 |

**ITEM NO.3**

All that piece and parcel of converted land bearing **Sy No.62/5 measuring 33 Guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN (A&K) SR/207/2014-15, dated 26.03.2015, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b> | <b>WEST</b> | <b>NORTH</b> | <b>SOUTH</b> |
|-------------|-------------|--------------|--------------|
|-------------|-------------|--------------|--------------|

|                                               |                                              |                                               |                               |
|-----------------------------------------------|----------------------------------------------|-----------------------------------------------|-------------------------------|
| Property of<br>Dhanalakshmi in Sy<br>No. 62/8 | Property of Sri.<br>Ramayya in Sy<br>No.63/1 | Property of Sri.<br>Ramayya in Sy No.<br>62/6 | Property of Sri.<br>Nanjappa. |
|-----------------------------------------------|----------------------------------------------|-----------------------------------------------|-------------------------------|

#### **ITEM NO.4**

All that piece and parcel of converted land bearing **63/1, measuring 1 Acre 18 Guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN (A&K) SR/207/2014-15, dated 26.03.2015, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b>               | <b>WEST</b>     | <b>NORTH</b>                                  | <b>SOUTH</b>                                       |
|---------------------------|-----------------|-----------------------------------------------|----------------------------------------------------|
| Property in Sy<br>No.62/5 | Government Road | Property of<br>Thammaiah and<br>Venkateshappa | Property of Sri. Y<br>N Kantharaj in Sy<br>No.63/2 |

#### **ITEM NO.5**

All that piece and parcel of converted land bearing **Sy No. 62/6 measuring 35 guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN (A&K) SR/108/2017-18, dated 16.04.2018, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b>                             | <b>WEST</b>             | <b>NORTH</b>             | <b>SOUTH</b>                |
|-----------------------------------------|-------------------------|--------------------------|-----------------------------|
| Remaining<br>Property in Sy No.<br>62/6 | Property in Sy<br>No.63 | Property in Sy<br>No.61, | Property in Sy<br>No. 62/5. |

#### **ITEM NO.6**

All that piece and parcel of converted land bearing **Sy No. 62/6 measuring 08 guntas** (converted from agricultural use to non-agricultural residential use vide Official Memorandum bearing No. ALN (A&K) SR/108/2017-18, dated 16.04.2018, issued by the Deputy Commissioner, Bengaluru District, Bengaluru & Layout Plan of which has been approved under Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk and bounded on the:

| <b>EAST</b>                | <b>WEST</b>                             | <b>NORTH</b>             | <b>SOUTH</b>                               |
|----------------------------|-----------------------------------------|--------------------------|--------------------------------------------|
| Property in Sy No.<br>62/7 | Remaining<br>Property in Sy No.<br>62/6 | Property in Sy No.<br>61 | Property in Sy<br>No. 62/5, 62/8<br>and 68 |

### **SCHEDULE 'B' PROPERTY**

#### **(Subject matter of this Agreement of Sale)**

All that piece and parcel of **vacant residential site bearing No....., carved on converted Sy Nos.62/5, 62/8, 62/7, 62/8 & 63/1**, comprised in Schedule-A Property, *Layout Plan of which has been approved under* Provisional Plan Approval & Plan bearing No. APA:LAO:62:2022-23 dated 31.12.2022, issued by the Joint Director, Town & Country Planning and the Member Secretary, Anekal Planning Authority, Anekal), situated at HALDENAHALLI VILLAGE, Kasaba Hobli, Anekal Taluk, **measuring** East to West \_\_\_\_\_ Mtrs, North to South \_\_\_\_\_ Mtrs, in **all measuring \_\_\_\_\_ Square Meters or \_\_\_\_\_ Square feet** and bounded on as below:

| <b>EAST</b> | <b>WEST</b>  | <b>NORTH</b> | <b>SOUTH</b> |
|-------------|--------------|--------------|--------------|
| Road        | Plot no..... | Plot no..... | Plot no..... |

### **SCHEDULE-C PROPERTY**

#### **(Project Specifications)**

#### Project Specification

Promoter Name :- Nandi Infra  
Project Name :- Nandi Garden  
Project Address :- Sy no 62/5, 62/6, 62/7, 62/8, 63/1 Haldenahalli village, kasaba hobli, anekal taluk, Bangalore urban.

- All Internal Water supply lines
- Electricity power provisions
- Concrete Road
- Underground Drainage
- Storm/ Rain water drain
- Sanitary works
- Levelling/ Land Grading
- Street Light
- Park Development
- Demarcation of all Plots and Numbering Plots

The above declaration is true and correct to the best of knowledge

**SCHEDULE-D PROPERTY  
(Payment Schedule)**

|    |                                              |      |
|----|----------------------------------------------|------|
| A. | BOOKING ADVANCE                              | 5%   |
| B. | ON AGREEMENT OF SALE                         | 10%  |
| C. | AT THE TIME OF<br>EXECUTION LOF SALE<br>DEED | 85%  |
|    | TOTAL SALE PRICE                             | 100% |

**IN WITNESS WHEREOF**, the parties to this deed have set their hands to this AGREEMENT OF SALE on the DAY, MONTH AND YEAR as first mentioned above.

**WITNESS: -**

**VENDORS**, Rep., by their GPA holders:

Signature:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**DEVELOPER**

Signature:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**PURCHASER**

Signature:

Name: \_\_\_\_\_

Address: \_\_\_\_\_