

AGREEMENT TO SELL

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON THIS THE DAY OF
..... YEAR TWO THOUSAND TWENTY THREE AT BANGALORE

BETWEEN:

Sri. G.SUDHIR, aged 40 years,
S/o. Sri. G.Narayana Reddy,
Residing at No.42, Sri Lakshmi Nilayam,
5th Cross, Kaliyamma Temple Road,
T.Dasarahalli, Bangalore 560 057
AADHAAR: 2930 8895 7159
PAN: AIUPR0554J

HEREINAFTER REFERRED TO AS THE FIRST SET OF VENDORS

Smt. DASAM AMMANA RAJA, aged 65 years,
W/o. Sri.Dasam Venkanna,
Residing at No.19, I Cross,
HMT Layout, Gokula Extn.,
Bangalore 560 054
AADHAAR: 8866 4200 3999
PAN:

HEREINAFTER REFERRED TO AS THE SECOND SET OF VENDORS

Smt. RAMA DASAM, aged 49 years,
D/o. Smt. Dasam Ammanna Raja & Sri.Dasam Venkanna
W/o. Sri.S.Ravichand,
Residing at No.28, 1st Main Road,
Amarjyothi Layout, RMV II Stage,
Sanjaynagar, Bangalore 560 094
AADHAAR : 4625 1916 3595
PAN: ADFPR 9917D

HEREINAFTER REFERRED TO AS THE THIRD SET OF VENDORS

Sri. T.NARAYANA, aged ... years
S/o. late Sri.Pullaiiah,
Residing at
.....
AADHAAR:
PAN:

HEREINAFTER REFERRED TO AS THE FOURTH SET OF VENDORS

Sri. S.RAVICHAND, aged 52 years,
S/o. Sri.S.Vishwanadham,
Residing at No.28, I Main Road,
Amarjyothi Layout,

R.M.V II Stage, Sanjaynagar,
Bangalore 560 094
AADHAAR: 2446 8206 1069
PAN: ACBPR 8953 N

HEREINAFTER REFERRED TO AS THE FIFTH SET OF VENDORS

1. Sri. R. VIJAYA KUMAR REDDY, aged 51 years,
Son of Sri.R.Krishna Reddy,
Residing at C-601, Kumar I Life Apartments,
Devarabisanahalli, Marathahalli to Bellandur Ring Road
Bangaluru
AADHAAR: 4370 9851 0812

2. Sri. CHALLA PRASHANTH REDDY, aged 47 years,
Son of Sri. C.Seetharam Reddy,
Residing at Godrej Apartment # 801,
Ebony Block Tower, Hebbal
Bangalore
AADHAAR: 6755 1188 0086

HEREINAFTER REFERRED TO AS THE SIXTH SET OF VENDORS

The 'FIRST SET OF **VENDORS** / SECOND SET OF **VENDORS** / THIRD SET OF **VENDORS** / FOURTH SET OF **VENDORS** / FIFTH SET OF **VENDORS** / SIXTH SET OF **VENDORS** together referred to as the '**VENDORS S**' (which term shall wherever the context so requires and permits mean and include their respective Legal Heirs, Legal Representatives, Successors, Assigns, Executors and Administrators) of the FIRST PART;

M/s. K.V.R.SOWBHAGYA PROPERTIES,
A Partnership firm,
Having its Office at Signature Grande Layout,
Sy.No.65, Huskur Village,
Bidarahalli Hobli,
Bangalore 560 049
PAN: AAKFK4970D
Represented by its Partners,
1. Sri.R.Vijaya Kumar Reddy, aged 52 years,
S/o. Late Sri.R.Krishnareddy
AADHAAR: 4370 9851 0812
2. Sri. K.V.Ramana, aged 54 Years,
S/o. Sri.Balakoteshwara Rao Kanakamedala
AADHAAR: 7120 8623 3657

Hereinafter referred to as the '**PROMOTER/CONFIRMING PARTY**' which term shall wherever the context so requires and permits mean and include the Partnership firm, its Partners, Legal Heirs, Assigns, Executors and Administrators) of the SECOND PART;

AND:

Sri.....

Hereinafter referred to as the '**PURCHASER/S**' which term shall wherever the context so requires and permits mean and include their respective Legal heirs, Assigns, Executors and Administrators) of the Third Part;

WITNESSES AS FOLLOWS:

WHEREAS, the Vendors hereby jointly and severally represent that they are the absolute owners in actual and physical possession and enjoyment of all that piece and parcel of the Residentially Converted Lands bearing Sy.No.6/1, measuring 1 Acre 33 Guntas (Portion), Sy.No.6/2 measuring 1 Acre 24 Guntas including 2 Guntas Kharab, Sy.No.7/1 measuring 1 Acre 20 Guntas, Sy.No.7/2 measuring 1 Acre 16 Guntas, Sy.No.68/1 measuring 16 Guntas, Sy.No.69 measuring 2 Acres 16 Guntas including 10 Guntas Kharab (Portion), situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk & Sy.No.43/1 measuring 31 Guntas including 1 Gunta Kharab, Sy.No.43/2 measuring 20 Guntas, Sy.No.43/3 measuring 1 Acre 19 Guntas, Sy.No.43/4, measuring 1 Acre 17 Guntas including 1 Gunta Kharab, Sy.No.44/4 measuring 35 Guntas, Sy.No.45/1 measuring 1 Acre 12 Guntas, situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, are the subject of matter of development undertaken by the above said M/s.K.V.R.SOWBHAGYA PROPERTIES, A Partnership firm (the Promoter above named) under a Joint Development Agreements/Addendum/GPA referred herein below along with Residentially Converted Undeveloped Land bearing Sy.No.43/5 (converted for residential purpose, vide Official Memorandum dated 19.08.2020 bearing No.ALN.(EBK).SR.03/20-21 issued by the Deputy Commissioner, Bangalore Urban District) measuring 16 Guntas including 1 Guntas Kharab situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which will be developed by Sixth Set of Owners (as the same is belonging to them) jointly along with said Promoter, into a residential layout comprising of residential sites/plots.

WHEREAS, the First Set of Vendor Sri.G.Sudhir represents that his father Sri.G.Narayana Reddy who was the owner of the:

- a. Residentially Converted Land being Portion of Sy.No.6/1 measuring 37 Guntas (converted vide the Official Memorandum dated 18/11/2008 bearing No.BDS/ALN/(E)(B)SR.36/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District
- b. Residentially Converted Land being Portion of Sy.No.44/4 measuring 35 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District

- c. Residentially Converted Land being Portion of Sy.No.43/1 measuring 31 Guntas including 1 Guntas Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District
- d. Residentially Converted Land being Portion of Sy.No.18/3 measuring 25 Guntas (converted vide the Official Memorandum dated 18/11/2008 bearing No.BDS/E)(B)SR.36/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District

had along with Sri.Anamdevulu Nageshwara Rao S/o. A.Venkata Veera Bahadrudu being the Owner of all that piece and parcel of :

- e. Residentially Converted Land bearing Sy.No.43/2 measuring 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk
- f. Residentially Converted Land bearing Sy.No.43/3 measuring 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk
- g. Residentially Converted Land bearing Sy.No.43/4 measuring 1 Acre 17 Guntas including 1 Gunta Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk
- h. Residentially Converted Land bearing Sy.No.7/1 measuring 1 Acre 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk
- i. Residentially Converted Land bearing Sy.No.7/2 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk,

And also along with Sri.T.Narayana S/o. late Pullaiah the FOURTH SET OF Vendor herein who is the owner of the

- j. Residentially Converted Land bearing Sy.No.45/1 measuring 1 Acre 12 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(PU) (B) SR.31/2007-08 issued by the Special Deputy Commissioner, Bangalore District), situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk
- k. Residentially Converted Land bearing Sy.No.68/1 (Old Sy.No.68) measuring 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) & Residentially Converted Land bearing Sy.No.69 measuring 1 Acre 39 Guntas, (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) both situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk
- l. Residentially Converted Land bearing Sy.No.69 measuring 7 Guntas, (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk,

entered into a registered Joint Development Agreement dated 26/12/2009, registered as document No.BDH-1-04629/2009-10 of Book I, stored in C.D.No.BDHD34, in the Office of the Sub-Registrar, Bidarahalli, Bangalore with the Promoter herein above named authorising them to develop their respective properties into a residential layout comprising of a residential sites and further they have also executed a registered General Power of Attorney dated 26/12/2009, registered as document No.BDH-04-00092/2009-10 of Book IV, stored in C.D.No.BDHD34, in the Office of the Sub-Registrar, Bidarahalli, Bangalore in favour of the Promoter herein empowering and authorising them to deal with the development of the said Properties.

WHEREAS, during the course of time, the above said Sri.G.Narayana Reddy has gifted the above said properties belonging to him along with Residentially Converted Land being Portion of Sy.No.6/2 measuring 1 Acre 9 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(E)(B)SR.34/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, belonging to him to his son viz., Sri.G.Sudhir the FIRST SET OF Vendors herein vide Deed of Gift dated 29/12/2021, registered as document No.BDH-1-05008/2021-22 of Book I, stored in C.D.No. BDHD929 in the Office of the Sub-Registrar, Bidarahalli, Bangalore.

LIKEWISE, the above said Sri.Anamdevulu Nageshwara Rao has gifted the above said Properties described above belonging to him to Smt.Dasam Ammana Raja (the Second Set of Vendor herein) vide Deeds of Gift dated 17/10/2019, registered as Document No.03586/2019-20 of Book I, stored in C.D.No.BDHD401 and dated 29/11/2017 registered as document No.04081/2017-18 of Book I, stored in C.D.No.BDHD176, both registered in the Office of the Sub-Registrar, Bidarahalli, Bangalore.

WHEREAS, Owing few mistakes in the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District, the same came to be duly rectified vide Rectified Official Memorandum dated 4/11/2010, bearing No.ALN(EB)SR.33/2007-08, issued by the Special Deputy Commissioner, Bangalore.

WHEREAS, the Smt.Dasam Ammana Raja (the Second Set of Vendor herein) after retaining

- a. Residentially Converted Land bearing Sy.No.43/3 measuring 35 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk
- b. Residentially Converted Land bearing Sy.No.7/1 measuring 1 Acre 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk
- c. Residentially Converted Land bearing Sy.No.7/2 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk,

Has gifted the Residentially Converted Land bearing Sy.No.43/2 measuring 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk & Residentially Converted Land bearing Sy.No.43/3 measuring 24 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk & Residentially Converted Land bearing Sy.No.43/4 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, to her daughter Smt.RAMA DASAM the THIRD SET OF Vendor vide Gift Deed dated 17/2/2022 registered as document No.05992/2021-22 of Book I, stored in C.D.No. **BDHD**964 in the Office of the Sub-Registrar, Bidarahalli, Bangalore.

THUS Sri.G.Sudhir (the First set of Vendor) is the sole and absolute owner of the following properties i.e.,

- a. Residentially Converted Land being Portion of Sy.No.6/1 measuring 37 Guntas (converted vide the Official Memorandum dated 18/11/2008 bearing No.BDS/ALN/(E)(B)SR.36/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.1 OF THE SCHEDULE A PROPERTY.
- b. Residentially Converted Land being Portion of Sy.No.44/4 measuring 35 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN/(E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.2 OF THE SCHEDULE A PROPERTY.
- c. Residentially Converted Land being Portion of Sy.No.43/1 measuring 31 Guntas including 1 Guntas Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN/(E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.3 OF THE SCHEDULE A PROPERTY.
- d. Residentially Converted Land bearing Sy.No.6/2 measuring 1 Acre 09 Guntas, (converted vide the Official Memorandum) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk which property described in schedule hereunder and hereinafter referred to as the ITEM NO.4 OF THE SCHEDULE A PROPERTY.

Smt.Dasam Ammana Raja (the SECOND Set of Vendor) is the sole and absolute owner of the following properties i.e.,

- a. Residentially Converted Land bearing Sy.No.43/3 measuring 35 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.5 OF THE SCHEDULE A PROPERTY.
- b. Residentially Converted Land bearing Sy.No.7/1 measuring 1 Acre 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property

described in schedule hereunder and hereinafter referred to as the ITEM NO.6 OF THE SCHEDULE A PROPERTY.

- c. Residentially Converted Land bearing Sy.No.7/2 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.7 OF THE SCHEDULE A PROPERTY.

Smt.RAMA DASAM the THIRD SET OF Vendor is the sole and absolute owner of the following properties i.e.,

- a. Residentially Converted Land bearing Sy.No.43/2 measuring 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.8 OF THE SCHEDULE A PROPERTY.
- b. Residentially Converted Land bearing Sy.No.43/3 measuring 24 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.9 OF THE SCHEDULE A PROPERTY.
- c. Residentially Converted Land bearing Sy.No.43/4 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.10 OF THE SCHEDULE A PROPERTY.

Sri. T.NARAYANA the FOURTH SET OF Vendor is the sole and absolute owner of the following properties i.e.,

- d. Residentially Converted Land bearing Sy.No.45/1 measuring 1 Acre 12 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(PU) (B) SR.31/2007-08 issued by the Special Deputy Commissioner, Bangalore District), situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk which property described in schedule hereunder and hereinafter referred to as the ITEM NO.11 OF THE SCHEDULE A PROPERTY.

- e. Residentially Converted Land bearing Sy.No.68/1 (Old Sy.No.68) measuring 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) & Residentially Converted Land bearing Sy.No.69 measuring 1 Acre 39 Guntas, (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) both situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk which property described in schedule hereunder and hereinafter referred to as the ITEM NO.12 OF THE SCHEDULE A PROPERTY.
- f. Residentially Converted Land bearing Sy.No.69 measuring 7 Guntas, (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.35/2007-08) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.13 OF THE SCHEDULE A PROPERTY.

WHEREAS, in view of change in ownership relating to the above said Properties as explained above replacing the ownership of the earlier owners to the FIRST & THIRD Set of Vendors, they have along with Second Set of Vendors entered into an Addendum to the Joint Development Agreement dated 17/2/2022, registered as document No.BDH-1-05993/2021-22 of Book I, stored in C.D.No.BDHD964 in the Office of the Sub-Registrar, Bidarahalli, Bangalore along with Addendum to the General Power of Attorney dated 17/2/2022, registered as document No.BDH-4-00200/2021-22 of Book IV, stored in C.D.No.BDHD964 in the Office of the Sub-Registrar, Bidarahalli, Bangalore with the Promoter herein, for joint development of the said lands for residential layout.

WHEREAS, Sri.S.Ravichand the FIFTH SET OF Vendor is the sole and absolute owner of all that piece and parcel of the Residentially Converted Land being Portion of Sy.No.6/1 measuring 36 Guntas and Portion of Sy.No.6/2 measuring 15 Guntas including 2 Guntas Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(E)(B)SR.34/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.14 OF THE SCHEDULE A PROPERTY, he having acquired the same vide Sale Deed dated 8/8/2011, registered as document No.03303/2011-12 of Book I, stored in C.D.No.BDHD71, in the Office of the Sub-Registrar, Bidarahalli, Bangalore, executed by its previous owner/s Sri.K.V.Sekhar Raju.

WHEREAS, the Fifth Set of Vendor along with First Set of Vendor together have entered into a registered Joint Development Agreement dated 17/2/2022, registered as document No.BDH-1-05991/2021-22 of Book I, stored in C.D.No.BDHD964 in the Office of the Sub-Registrar, Bidarahalli, Bangalore along with General Power of Attorney dated 17/2/2022, registered as document No.BDH-4-00199/2021-22 of Book IV, stored in C.D.No.BDHD964 in the Office of the Sub-Registrar, Bidarahalli, Bangalore with the Promoter/Confirming Party herein, in respect of their respective properties

explained above, for joint development of the said lands for residential layout.

WHEREAS, the Sixth Set of Vendors viz., Sri.R.Vijaya Kumar Reddy and Sri.Challa Prashanth Reddy are the absolute owners of all that piece and parcel of the Residentially Converted Undeveloped Land bearing Sy.No.43/5 (converted for residential purpose, vide Official Memorandum dated 19.08.2020 bearing No.ALN.(EBK).SR.03/2020-21 issued by the Deputy Commissioner, Bangalore Urban District) measuring 15 Guntas situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which property described in schedule hereunder and hereinafter referred to as the ITEM NO.15 OF THE SCHEDULE A PROPERTY, they having acquired the same vide Sale Deed dated 24/3/2022, registered as document No.BDH-1-07021/2021-22 of Book I, stored in C.D.No.BDHD992, in the Office of the Sub-Registrar, Bidarahalli, Bangalore, executed by its previous owner/s Sri.A.Narayanappa and Others.

WHEREAS, as above said, the said Converted lands being Properties described as Item Nos.1 to 14 in the Schedule are the subject matter of joint development agreements referred to above and which is being developed by the Promoter/Confirming Party above named and which development will be along with the Property described as Item No.15 of the Schedule Property belonging to the Sixth Set of Vendors and which shall be developed by the Sixth Set of Vendors jointly along with the Promoter/Confirming Party.

THUS, the entire Properties described as Item Nos.1 to 15 of the Schedule A Property totally measuring 15 Acres 20 Guntas shall be developed into a Residential Layout comprising of residential sites under the name and style "....."

WHEREAS, the Vendors/Promoter, with the intent of developing the Schedule A Property as a Residential Layout, have executed a registered Deeds of Relinquishment dated 23.01.2023 bearing No.BDH-1-08140 of Book I stored in C.D.No.BDHD1220, registered in the Office of the Sub-Registrar, Bidarahalli, Bangalore District in favour of PDO, Mandur Gram Panchayat, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, pertaining to relinquishment of Road and Parks and Civic Amenity Sites respectively in favour of Planning Authority.

Pursuant to which, the Vendors/Promoter have secured the Layout plan for developing a residential layout comprising of sites in the Schedule Property and the Layout Plan has been approved vide Layout Plan Sanction order No..... dated..... issued by and further the Promoter s/Confirming Party has also secured a Commencement Certificate bearing No..... dated..... issued by

WHEREAS the Vendors/Promoter have registered the Project under the Provisions of the Real Estate (Regulation and Development) Act, 2016 / Rules with the Real Estate Authority at Bangalore (Karnataka), vide Reg.No..... dated...../.....

WHEREAS, the Promoter have commenced its developmental activities over the Schedule Property and started its development over the Schedule Property into a Residential Layout comprising of PLOTS/SITES numbered from, under the name and style ".....".

WHEREAS the Vendors are the absolute owners of their respective portion in the Schedule `A' Property have been thus absolutely seized and possessed of and otherwise well and sufficiently entitled to, of all that pieces and parcels of the Schedule `A' Property and have been having continuous and uninterrupted possession and enjoyment of the same as full and absolute owners thereof by exercising all acts of ownership in respect thereof and have the right and authority to develop and/or transfer or sell the Schedule `A' Property or part(s) or portion(s) thereof to any person;

WHEREAS, as per the terms of the said Joint Development Agreement and General Power of Attorney, the Vendors and Promoter have entered into a Supplemental Sharing Agreement amongst themselves and have got their respective sital saleable sital area earmarked exclusively and they are in peaceful possession and enjoyment of the same. One of the Sites, being Site No..... carved out of Residentially Converted Undeveloped Land bearing Sy.No..... (converted for) situated at **Bendiganahalli** Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which property described in schedule hereunder and hereinafter referred to as the **SCHEDULE B PROPERTY**, is fallen to the share of the **Promoter** herein along with various other sites.

WHEREAS, the Purchaser/s being interested in purchasing the Schedule B Property and after being satisfied with the title of the Vendors over the Schedule B Property and also the scheme formulated by the Promoter, approached the Promoter for purchasing the Schedule B Property and the Promoter have offered to sell the Schedule B Property with an undertaking that they shall provide the necessary infrastructure to make it habitable by providing the necessary Roads, Water Connections, Electricity, Parks etc. Hence this AGREEMENT OF SALE

NOW IT IS MUTUALLY AGREED AS UNDER:

1) SALE PRICE & ADVANCE PAYMENT:

- 1.1) That in pursuance of this Agreement, the Promoter has agreed to sell and the PURCHASER/S has / have agreed to purchase the Schedule Property, for a total sale consideration of **Rs.....**, Out of which a sum of Rs..... is appropriated towards cost of Schedule B Property and is appropriated towards the cost of development charges undertaken to be complied by the Promoter as per the specifications mentioned in the **Annexure** hereto.
- 1.2) The PURCHASER/S has this day paid to the **PROMOTER** an advance amount of **Rs.....** in favour of the **PROMOTER** and the receipt of which, the **PROMOTER**, hereby admits and acknowledges before the undersigned witnesses.

1.3) The PURCHASER/S agrees and undertakes to pay the balance sale consideration to the **PROMOTER** in the manner mentioned herein below:

1.4) In the event of delay in making the above payments by the PURCHASER/S, the Developers being the GPA holder of the Vendors may enforce specific performance of this Agreement or exercise any of the following options, at his discretion:

a) charge an interest of 18% P.A. on outstanding payments from the due date to date of payment and extend the validity of this agreement accordingly.

OR

b) terminate this agreement by notifying the Purchaser/s of the same and shall also refund all the amounts paid by the Purchaser/s to the Vendors within **30 days** from the date of termination after deduction of the following charges and Vendors shall be free to sell the Schedule B Property to any prospective purchaser/s of his choice.

(i) 30 % of the Total Sale Consideration as given in this Agreement, as liquidated damages.

(ii) Any amounts that may have been paid by the VENDORS/PROMOTER on behalf of the PURCHASER/S towards stamp duty, registration fees, taxes or any other levies payable to the State or Central Government / Departments.

(iii) Any other costs that may have been incurred by the VENDORS/PROMOTER in preparing this Agreement.

1.5) The above Sale Consideration does not include the following and shall be borne by the PURCHASER/S in addition to the Sale Consideration:

a) Stamp Duties & Registration Fees.

b) Legal and Miscellaneous Expenses.

c) Khata Transfer Fee, and Related Expenses.

d) Any Taxes, Levies and other expenses that may be levied by the Government from time to time.

All the above payments are subject to change without notice as per Government Rules and Regulations and hence the details of the above payments will be informed to the PURCHASER/S by the VENDORS/PROMOTER after the PURCHASER/S has/have paid the Total Sale Consideration towards the Schedule B Property as stated above.

Any additional Stamp Duties and Registration Fees 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 exclusively. Further, in the event of the Sale Deed being referred to the authorities for adjudication of stamp duty due to undervaluation of the Schedule B Property or for any other reasons, 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 by paying the said duty to the said Government department. The VENDORS/PROMOTER have no liability in respect thereto.

2) COVENANTS OF THE VENDORS/PROMOTER:

- 2.1) The VENDORS/PROMOTER will deliver and put the PURCHASER/S in vacant possession of the Schedule B Property on the date of execution and registration of the Sale Deed i.e., within **days** from this day, after the PURCHASER/S makes all the payments due under these Agreement/s to the VENDORS/PROMOTER.
- 2.2) The VENDORS/PROMOTER hereby covenant with the PURCHASER/S, that the VENDORS will execute and register the Sale Deed pursuant to this Agreement at the expense of the PURCHASER/S within 7 working days after the PURCHASER/S fulfills all the terms and conditions as given in these agreement/s entered into by them this day with the VENDORS/PROMOTER, subject to receiving all the requisite permissions from the concerned Government Departments.
- 2.3) The VENDORS/PROMOTER shall pay the property tax and other statutory dues, if any upto the date of the Sale Deed of the SCHEDULE B PROPERTY, thereafter the PURCHASER/S shall pay the same.
- 2.4) The PROMOTER reserve the right to expand the layout at any point of time in the future, by way of plots, row houses or Apartments.
- 2.5) The VENDORS/PROMOTER agree to complete the above civic amenities within a period of years from today, with a grace period Six months, Further, in the event of occurrence of any force majeure conditions a proportionate extension of time to complete the development shall be given to the VENDORS.

3) COVENANTS OF PURCHASER/S:

- 3.1) The PURCHASER/S and all subsequent Owners shall become members of the ".....", Plot Owners Association, hereinafter called 'THE ASSOCIATION' and shall also observe all the other rules and regulations as laid down in the ".....", Plot Owner's Manual, failing which the VENDORS /PROMOTER/ASSOCIATION reserves the right to take suitable action against the PURCHASER/S as permitted by law (including but not restricted to restricting the PURCHASER/S from accessing the Schedule B Property).

- 3.2) The PURCHASER/S and all subsequent owners shall pay the Layout Maintenance Fees, unconditionally as and when demanded by the VENDORS/PROMOTER.
- 3.3) The PURCHASER/S shall have no objections if any of the Civic Amenities such as Sewage Treatment Plants, Man holes, Electric Poles, Transformers etc, are located in the vicinity of the Schedule A Property, as the location of these Civic Amenities is determined by the respective Government agencies.
- 3.4) The Compound Wall is the exclusive property of the VENDORS/PROMOTER and the PURCHASER/S agrees not to damage, demolish the compound wall built around the entire layout "....." LAYOUT.

4) SALE OF THE SCHEDULE B PROPERTY:

- 4.1) The Purchaser/s may part with or sign or transfer in any manner his/her / their rights, duties, obligations, responsibilities of these Agreement/s to any prospective purchaser/s in respect of the Schedule B Property, subject to the following terms:
- (i) Prior to Registration of the Schedule B Property in his/her / their name.
- a) That the PURCHASER/S has/ have paid the full Sale Consideration and other dues if any as given elsewhere in these Agreement/s.
- b) That the PURCHASER/S shall pay a Transfer Fee to the VENDORS/PROMOTER equivalent to 10% of the total Sale consideration as given in this Agreement.
- c) The PURCHASER/S shall obtain a "No Dues Certificate" from VENDORS/PROMOTER before selling the Schedule B Property to a prospective purchaser/s.
- (ii) Subsequent to the Registration of Schedule B Property in the name of the Purchaser/s.
- a) The Prospective Purchaser/s and his/her successors-in-interest shall be bound by the rules and regulations applicable to the Plot Owners of "....." as given in the ".....", PLOT OWNER'S MANUAL".

5) OTHER TERMS AND CONDITIONS:

- 5.1) Any delay or indulgence by the VENDORS/PROMOTER in enforcing the terms and conditions of these agreement/s or any forbearance on its part in this regard shall not be construed as waiver on the part of VENDORS/PROMOTER of any breach or non compliance of any of the

terms and conditions of these Agreement/s nor shall the same in any manner prejudice the rights of VENDORS/PROMOTER.

- 5.2) Any notice or other communication to be given by one Party to the other Party under, or in connection with, these Agreement/s shall be in writing and signed by or on behalf of the Party giving it. It may be served by Registered Post or Courier Agency of National repute with acknowledgement due to the addresses set out elsewhere in these Agreement/s.
- 5.3) This Agreement supersedes all the previous Agreements if any, whether oral or in writing and shall be binding on both the parties.
- 5.4) Any Party may notify the other Parties to these Agreement/s of change of their address in writing provided that such notice shall only be effective on the date specified in the notice as the date on which the change is to take place.
- 5.5) The VENDORS/PROMOTER and the PURCHASER/S agree that in case of the breach of any of the terms and conditions of these agreement/s by either party, then the aggrieved parties are entitled for specific performance of these agreement/s.
- 5.6) The VENDORS/PROMOTER shall not be liable to the PURCHASER/S, if they are unable to perform as per the terms of this Agreement due to any Force Majeure Conditions such as; fire, flood, earthquakes, storms, typhoons, explosions, accidents, epidemics, actions of the elements, or as a result of any , Governmental restrictions, Rules, Notifications of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting development activities, war enemy action, acts, demands or requirement of the governments or military authorities or by other similar causes beyond the control of the VENDORS/PROMOTER.
- 5.7) In case of any structural defect relating to the project which is brought to the notice of the VENDORS/PROMOTER within a period of years by the PURCHASER/S from the date specified herein for handing over possession, it shall be the duty of the VENDORS/PROMOTER to rectify such defects without further charge within 30 (thirty) days, and in the event of VENDORS/PROMOTER'S failure to rectify such defects within such time, the aggrieved PURCHASER/S shall be entitled to receive appropriate compensation in the manner as provided under Real Estate (Regulation and Development) Act, 2016 / Rules.
- 5.8) Rights/ obligations/ restrictions in the Schedules: The Purchaser/s agree/s to own and enjoy Schedule `B' Property with other Purchaser/s in the project and shall be entitled to all such Rights and Obligations stated in Schedule herein and the Purchaser/s shall be liable to comply and adhere to the restrictions imposed on the Purchaser/s as detailed in Schedule herein. The rights, obligations and restrictions so

detailed in Schedules hereunder are common to all site owners in the layout.

- 5.9) Indemnity: The VENDORS/PROMOTER hereby confirm that the Vendors' title to Schedule A Property is good and not subject to any encumbrance, attachment or any proceedings or tenancy claims. The VENDORS/PROMOTER shall keep the Purchaser/s fully indemnified and harmless against any loss or liabilities, cost or claim, action or proceedings that may arise in future on account of the title of the Schedule A Property.
- 5.10) Disputes : In respect of any dispute arising between the parties, the same shall be settled in accordance with the provisions of the Indian Arbitration Act 1996, as amended from time to time and the jurisdiction shall be at Bangalore. The decision of the arbitrator so appointed shall be binding on the parties hereto.
- 5.11) Inspection of Plan: The PURCHASER/S has/have inspected the sanctioned plan, and is fully satisfied about the scheme of the Promoter.
- 5.12) Modifications : The VENDORS/PROMOTER are entitled, if necessary, to make minor additions and alterations to the plan, fixtures, fittings, amenities and common area as may be necessary due to Architectural and structural reasons with declaration and intimation to the PURCHASER/S in accordance with the Real Estate (Regulation and Development) Act, 2016 / Rules.
- 5.13) Variation in Sital Area: In case of any variation in the sital area either by way of decrease or increase therein the consideration towards such variations shall be payable by the beneficiary of such variation to the other party at the rate of consideration and other charges as per this agreement.
- 5.14) Papers by PURCHASER/S: The PURCHASER/S herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required for electricity & water connections and for such other amenities including those required by the Local Bodies/Government Agencies/Service Providers, if so desired and as & when required by the Vendors /Promoter .
- 5.15) Inspection by PURCHASER/S: The PURCHASER/S will be permitted to have access at all reasonable times to the project for inspection. While every effort shall be made by the Promoter to maintain proper safety standards, the Purchaser/s-Allottee/s may visit at his own risk.
- 5.16) Project Name: The layout in the Schedule `A' Property shall be known as **"SIGNATURE TULIPS UPTOWN"** and the same shall not be altered or changed and such rights vests only with the Vendors & the Promoter.

- 5.17) Deemed Service of Notices : All the notice(s) to be served on the PURCHASER/S by the VENDORS as contemplated under this agreement shall be deemed to have been served duly after being sent to the PURCHASER/S by Certificate of posting or Registered post or through courier at his address given above.
- 5.18) Formation Of Association and handing over of Documents: The Promoter would enable the creation of an association of owners for the maintenance of the Schedule 'A' Property, if applicable as per the prevailing provisions. It shall be the responsibility of the Promoter to hand over the necessary documents and plans to such association of the Allottees or the body of Owners, if any, created for the purpose of Maintenance and Management of the layout.
- 5.19) Maintenance: The VENDORS/PROMOTER shall attend to the maintenance of the sital layout for 6 months from the date specified herein for handing over as per The Real Estate (Regulation and Development) Bill, 2016 by spending out of maintenance deposit made by the PURCHASER/S. The VENDORS/PROMOTER may at its discretion maintain the sital layout themselves or through subcontracting. Further, workmen engaged for maintenance shall have the right at all reasonable times to enter into and upon the Schedule A Property and all other parts of the sital layout for the purpose of repairing, maintaining, re-building, cleaning, laying electric & other wires/cables and keeping in order all services, drains, structures or other conveniences belonging to or services used in the said sital layout.
- 5.20) Components of maintenance charges : The maintenance of the layout mentioned above includes all the amounts payable with regard to all the repairs of common interest, common maintenance, etc., including maintenance of internal roads, garden, compound walls, pumps, gadgets and other amenities park etc, if any provided and any other charges for maintenance and management of the layout, charges for maintenance of services, like water, sanitation, electricity etc. for common services, salaries of the employees and other expenses in regard to the layout as may be determined by the Promoter from time to time.
- 5.21) Insurance : The VENDORS/PROMOTER are responsible for keeping the project construction insured till the date of completion. The maintenance by the Promoter as stated herein does not include the insurance of the project / common amenities & structures after the completion of the project and the discretion to insure the same vests with the Allottees / Owner's Association:
- 5.22) Obligations of the Allottee/s:
- a) From the date of completion the Purchaser/s-Allottee/s shall also become liable to pay proportionate share of all out-goings and maintenance and general expenses such as insurance, municipal

taxes & cesses, electrical, domestic & non-domestic water tax, and all other charges for the common areas of the Schedule 'A' Property and the common area of the sital layout in which the Schedule "B" Property is located.

b) From the date of completion, the Purchaser/s-Allottee/s covenants that the Purchaser/s-Allottee/s shall comply with all the rules and regulations pertaining to electrical installations, pollution control and general safety equipments and services, if provided in the sital layout and also shall also at all times keep the annual maintenance contracts with regards to all machines, equipment etc such as pumps, motors and pollution control equipment and STP, or those equipment relating to safety and all or such other equipment, if any, installed either at terrace or walls, claddings, and such other places valid and shall pay the amounts of annual maintenance contract. The Purchaser/s-Allottee/s is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in the sital layout.

c) The VENDORS/PROMOTER 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 fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services, if any provided or the safety standards applicable to and equipment relating thereto. The Purchaser/s-Allottee/s shall with other owners ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

d) That the Purchaser/s-Allottee/s shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Development or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety, rescue operations and statutory compliance in the project on Schedule "A" Property.

SCHEDULE "A" PROPERTY

ITEM NO.1: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land being Portion of Sy.No.6/1 measuring 37 Guntas (converted vide the Official Memorandum dated 18/11/2008 bearing No.BDS/ALN/(E)(B)SR.36/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.2: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land being Portion of Sy.No.44/4 measuring 35 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN/(E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore)

situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.3: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land being Portion of Sy.No.43/1 measuring 31 Guntas including 1 Guntas Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN/(E)(B)SR.30/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.4: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.6/2 measuring 1 Acre 09 Guntas, (converted vide the Official Memorandum) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk

ITEM NO.5: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.43/3 measuring 35 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.6: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.7/1 measuring 1 Acre 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.7: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.7/2 measuring 1 Acre 16 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.33/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.8: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.43/2 measuring 20 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk Bangalore District,

ITEM NO.9: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.43/3 measuring 24 Guntas out of 1 Acre 19 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk Bangalore District,

ITEM NO.10: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.43/4 measuring 1 Acre 16 Guntas (converted vide the Official

Memorandum dated 19/11/2008 bearing No.BDS/ALN.(E)(B)SR.29/2007-08 issued by the Special Deputy Commissioner, Bangalore District) situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District,

ITEM NO.11: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.45/1 measuring 1 Acre 12 Guntas (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(PU) (B) SR.31/2007-08 issued by the Special Deputy Commissioner, Bangalore District), situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk

ITEM NO.12: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.68/1 (Old Sy.No.68) measuring 16 Guntas (converted vide the Official Memorandum) & Residentially Converted Land bearing Sy.No.69 measuring 1 Acre 39 Guntas, (converted vide the Official Memorandum) both situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk

ITEM NO.13: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land bearing Sy.No.69 measuring 7 Guntas, (converted vide the Official Memorandum) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk,

ITEM NO.14: ALL THAT PIECE AND PARCEL OF the Residentially Converted Land being Portion of Sy.No.6/1 measuring 36 Guntas and Portion of Sy.No.6/2 measuring 15 Guntas including 2 Guntas Kharab (converted vide the Official Memorandum dated 19/11/2008 bearing No.ALN(E)(B)SR.34/2007-08, issued by the Special Deputy Commissioner, Bangalore District, Bangalore) situated at Huskur Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore District

ITEM NO.15: ALL THAT PIECE AND PARCEL OF the Residentially Converted Undeveloped Land bearing Sy.No.43/5 (converted for residential purpose, vide Official Memorandum dated 19.08.2020 bearing No.ALN.(EBK).SR.03/20-21 issued by the Deputy Commissioner, Bangalore Urban District) measuring 15 Guntas situated at Bendiganahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District

And together bounded on the:

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

All the above said lands described in Item Nos.1 to 15 totally measuring Acres Guntas.

SCHEDULE B PROPERTY

ALL THAT PIECE AND PARCEL OF the Residential Vacant Site bearing **Site No.....**, measuring East to West meters and North to South ... meters, totally measuring Sq.mtrs or **Sq.feet**, carved out of Land in Survey

Number formed in the layout known as **"SIGNATURE TULIPS UPTOWN"**, situated at Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on the:

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

ANNEXURE:

- a) All the sites shall be facing the main road or Internal roads layout
- b) It shall have common areas for recreational, Well developed Park, civic amenities, as per working plan approved by BMRDA/HPA Norms
- c) All the roads shall be tar road
- d) Covered drainage and underground power cable system
- e) Well Planned street lights
- f) Sewage treatment plant

SCHEDULE `C` RIGHTS AND OBLIGATIONS OF THE PURCHASER/S

The PURCHASER/S, upon having put in possession of the Schedule 'B' Property shall have the following rights and obligations in respect of the Schedule 'A' Property and the common facilities thereon.

1. Access to Common Areas / Amenities: Absolute right and liberty is provided for the PURCHASER/S in common with all other persons who are entitled, permitted or authorised to have similar rights, at all the times of the day or night and for all purposes to go, pass and repass all the common areas and common amenities such as park etc.
2. Right of Passage of Water/Electricity/Gas etc.: Free and uninterrupted passage of running water, electricity, transmission, communication etc. from and to the layout through sewers, drain and water courses cables, pipes and wires which are now available or may, at any time hereafter, be provided under or passing through the layout or any part thereof.
3. Right to Maintain Services: Right of entry and passage for the PURCHASER/S and the PURCHASER/S agents or workmen to the places where tanks, borewells etc. are situated or to the other parts of the layout at all reasonable times (on due notice) for the purpose of repairing, clearing, maintaining or renewing any sewers, drains, water courses, cables, pipes, wires etc. or for maintenance of the Schedule 'B' Property with least disturbance or inconvenience to other Allottees and subject to making good any loss or damages caused or likely to be caused.
4. No Notice on Emergencies : In the case of emergency with regard to maintenance/fire or any other works in the layout, the Promoter or their nominees or the service agencies nominated by them shall have the right to

proceed with the repair work, at their discretion without notice to the PURCHASER/S.

5. Dispute Settlement : Any dispute, regarding any right of use of space, way of entry or use of common premises etc., shall be settled by the Association to be formed on the basis of majority of the votes of all the owners of the premises and pending formation of the Association, by the VENDORS /PROMOTER.

SCHEDULE `D` RESTRICTIONS ON THE PURCHASER/S

Upon having put in possession of the Schedule 'B' Property, the PURCHASER/S shall be bound by the following restrictions:

1. Usage Not To Diminish Value :Not to use or permit the use of Schedule 'B' property in a manner which would diminish the value of the utility in the entire layout developed on Schedule 'A' property.
2. Common Areas Usage : Not to use any other space in the land described in Schedule 'A' above left open inside the layout, other than those allotted specifically or reserved for specific purposes by the Promoter & other common areas or to use the said areas for parking any vehicles, for storage, sleeping, advertisement or in such a way to obstruct movement therein or to use such areas in a way as to cause any annoyance, inconvenience, disturbance, injury etc. to the other co-owners.
3. Not to rent out vacant sites : The PURCHASER/S agrees not to rent or lease out the Schedule 'B' Property in vacant condition and any renting out shall be only after constructing building.
4. Default in Payment of Taxes/Levies : Not to default in the payment of any taxes or levies either applicable to the PURCHASER/S or to be shared by the other PURCHASERS of the Schedule 'A' property above or expenses to be shared by owners of project thereon or any specified part thereof.
5. Default in payment of maintenance charges: Should any of the parties commit any default in payment of such maintenance deposit as detailed herein, the Owner's Association shall have the right to discontinue the benefits or amenities such as electricity and water connection etc from their enjoyment and for this purpose, the Association and/or their representatives or Agents are entitled to enter into and upon any part of layout, common areas & also the areas allotted for private use.
6. Independent Arrangements For Maintenance : Not to make any independent arrangements for maintaining the common areas of the project.
7. a) Not to throw Dirt / Not to encroach : Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuses or permit the same to be thrown from out of the Schedule 'B' property or in the compound

or any portion of the layout on Schedule 'A' Property and to keep the common areas, open spaces, etc free from obstructions and in a clean and orderly manner and not to encroach on any common area in the proposed layout.

b) Maintenance of the site : Not to throw debris, rubbish, waste etc in their respective sites and to maintain the same in a clean, hygienic and aesthetically neat manner.

8. Borewell : The PURCHASER/S shall not sink a separate borewell or wells in the schedule property.

9. Pet Restrictions : The PURCHASER/S shall keep all the pets by and large confined within the Schedule B property and shall ensure that the pets do not create any nuisance / disturbance to the other owners and also ensure that the pets are kept on leash and do not poop in the common areas.

10. Board: The PURCHASER/S shall not put up or cause to be put up any sign boards/ hoardings, graffiti etc in the layout except a signage of not exceeding 9" x 15" outside the Building after the same is built.

11. Residential Purposes: The PURCHASER/S shall use or cause to use the site owned in the project "....." for residential purposes only and shall not use or permit the same to be used for storing explosives, chemicals or gas or any other combustible material or for carrying out residential activities such as establishing restaurants, eateries, lodge, diary farming and such other activities and shall not use the same for any illegal or immoral activities and shall also not install any machineries other than domestic gadgets. The PURCHASER/S shall not at any time carry on or cause to carry on any noisy, offensive or dangerous trade or pursuit in the Schedule 'B' Property which may become a source of nuisance, annoyance or danger to the other Co-owners or the neighbours and which may also tend to depreciate the value of the said site or any part thereof.

IN WITNESS WHEREOF, the VENDORS /PROMOTER and the PURCHASER/S have set their respective signatures on the day, month, and year first above written in the presence of the witnesses attesting hereunder.

WITNESSES:

1.

FIRST TO FIFTH SET OF VENDORS

Represented by their GPA Holder,

SIXTH SET OF VENDORS

2.

PROMOTER/CONFIRMING PARTY

PURCHAS