

Government of Karnataka

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Represented by his Regd., G.P.A. holder M/s. OMSHRI INFRASTRUCTURES, A registered partnership firm having its office at Plot no:100/1, Ravi colony, Mahindra hills, Secunderabad, Telangana State, Rep., by its Managing Partner 1. Sri. K. SADASHIVA REDDY vide G.P.A No:369/2013-14 in the sub registrar of Basavanagudi (Banshankari), Bangalore.

2. OMSHRI INFRASTRUCTURES,

A registered partnership firm having its office at Plot no:100/1, Ravi colony, Mahindra hills, Secunderabad, Telangana State, Rep., by its Partner Sri. K. SADASHIVA REDDY or K L NARASIMHA REDDY.

(Hereinafter referred to as the **"VENDOR/ FIRST PARTY"** of the **First Part**)

IN FAVOUR OF:-

S SEETHALAKSHMI.

W/O S R SANTHANAM

Address:- #002, B-1 Genesis Apartments, Sarjapura Outer Ring Road, Next To Suncity Apartments, Ibbulur, Bangalore South, HSR Layout, Bangalore, Karnataka 560102

AADHAR NO:-6113 1782 1242

AND

MURARI SANTHANAM.

S/O S R SANTHANAM

Address:- #002, B-1 Genesis Apartments, Sarjapura Outer Ring Road, Next To Suncity Apartments, Ibbulur, Bangalore South, HSR Layout, Bangalore, Karnataka 560102

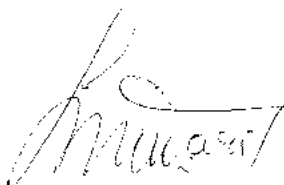
AADHAR NO:-7201 6633 9271

(Hereinafter referred to as the **"PURCHASER/ SECOND PARTY"** of the **Other Part**)

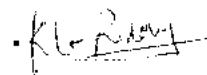
The terms 'VENDORS' & "PURCHASER" which expression where the context so requires or admits shall mean and include their respective heirs, executors, administrators, partners and assigns e.t.c.,

WITNESSETH AS FOLLOWS:

1. WHEREAS the 1st of Vendors is the absolute Owner of the residentially converted property bearing Bidraguppe Gram Panchayath Katha No.3058/245, Sy no:42/3 of Indlabele village, Attibele Hobli, Anekal Taluk, Bangalore ad measuring Ac 0-34 Guntas, which is converted from Agricultural to Non-Agricultural residential purposes as per conversion order No:ALN(A)/(K&A) SR 251/2006-07 date 01-02 -2011 by the DC, Bangalore. He having acquired the same under a registered Vibhaga Patra (Partition Deed), which is registered as Document No.9378/2005-06, of Book-I, dated :10-10-2005, registered in the office of sub registrar, Anekal, Bangalore.



S. Seethalakshmi



Partner

II. WHEREAS the Vendor 1 has thought it fit to develop the 'SCHEDULE 'A' PROPERTY' since it will yield more builtup area and beneficial for him and the Vendors 1 has entered into a Joint Development Agreement, registered as Document No.9410/2013-14,Dated:21-11-2013 stored in C.D.No.BSKD242, of Book-I, in the office of the Sub-Registrar, Basavanagudi(Banshankari),Bangalore, executed in favour of the Developer OMSHRI INFRASTRUCTURES represented by its Managing Partner Mr.K.SADASHIVA REDDY, to develop the Schedule 'A' Property into a multistoried Apartment Complex, the 2nd Vendor herein, who is the Developer, are developing the Schedule 'A' Property into a residential Apartments building named as 'OMSHRI OPULENCE'.

III. AND WHEREAS, the 2nd Vendor the Developer has obtained a sanctioned plan from the competent BMRDA-Anekal yojana pradikara authority vide approval no:AYP/CC/542/2013-14, dt:09/10/2013 and a fees of 4,30,000/- and 43,000/- total (4,73,000) has been paid towards the plan sanction fees etc for, construction of apartment building in the Schedule 'A' Property which is being developed by the Developer the 2nd Vendor herein as per the Joint Development Agreement.

IV. WHEREAS as per the Joint Development Agreement the Vendor 1 is entitled for 35 % of undivided share in the land and the super built up area together with equal proportionate of car parking space and the Developer the 2nd Vendor is entitled for the rest of 65% of land and super built up area together with equal proportionate of car parking space.

V. AND WHEREAS the Vendor 1 has also executed a Registered General Power of Attorney on Document No.369/2013-14,Dated :-21-11-2013 stored in C.D.No.BSKD242, of Book-IV, in the office of the Sub-Registrar, Basavanagudi (Banshankari), Bangalore, in favour of the 2nd Vendor authorizing 2nd Vendor to execute an agreement of sale for selling its undivided right, title and interest over the built up area that were to be put up over the Schedule 'A' Property to the extent of its share of Apartments as stated supra.

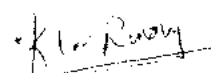
VI. AND WHEREAS in pursuance of the above said Joint Development Agreement 2nd Vendor is putting up a multi storied building consisting of residential apartments as per agreement which is named as 'OMSHRI OPULENCE' and the Vendors & the Developer after the sanction of plan have mutually agreed to divide and share the Apartments with specific Numbers since the Joint Development Agreement relates only to the sharing ratio, without any specific demarcation and accordingly have entered into a Supplementary Agreement(Sharing Agreement).

VII. WHEREAS the 2nd Vendor has formulated a scheme for Development of the Schedule 'A' Property and under the said scheme persons interested in owning apartments in the Schedule 'A' Property can purchase undivided shares in the Schedule 'A' Property from the Vendors and construct apartments for themselves through the 2nd Vendor in an integrated multi-storeyed apartment building with Stilt, Ground and Three Floors with common entrances, staircases, lifts, passages, etc., (hereinafter to referred as the BUILDING) in the Schedule 'A' Property.



S. Subhakar Reddy

OMSHRI INFRASTRUCTURES



K. Ravi

VIII. WHEREAS the PURCHASER having been satisfied with the title of the Vendors and the working plan scheme formulated by the 2nd Vendor, has agreed to join the said scheme and to purchase an undivided share from the Vendors herein and have an Apartment constructed corresponding to the undivided share in the Schedule 'A' Property.

WHEREAS in terms of the Sharing Agreement, the flat No. **B105** in the **First Floor** in the **Block-B** of the apartment building "**OMSHRI OPULENCE**" being constructed in the Schedule A property is allotted to the share of the 2nd Vendor, the Developer herein.

IX. WHEREAS having regard to the number of apartments proposed to be constructed, the Vendor 1 has agreed the sale transaction and the PURCHASER have agreed to purchase an undivided share of **446 Sq.ft.** in the Schedule 'A' Property subject to the terms and conditions herein contained which is mentioned at Schedule 'B'.

X. WHEREAS the 2nd Vendor having agreed to sell the property from its allocation in the Joint Development Agreement, the PURCHASER shall make all the payments under this Agreement directly to the 2nd Vendor, to which the Vendor 1 have no objection.

WHEREAS the parties are desirous of placing the terms agreed to between themselves on record.

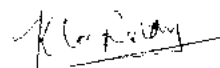
NOW THIS AGREEMENT TO SELL WITNESSES AS FOLLOWS:

1. That in pursuance of the foregoing and in consideration of the benefits and mutual obligations respectively and undertaken by the parties hereto, the Vendors hereby agree to sell and the PURCHASER hereby agree to purchase **446 Sq.ft.** of undivided share, right, title and interest (more fully detailed in the Schedule B hereunder and hereinafter referred to as the 'Schedule B Property') in the Schedule A Property proportionate to the size of the **THREE** Bedrooms apartment bearing **No.B105 Block-B** on the First Floor of the residential complex '**OMSHRI OPULENCE**' to be constructed in the Schedule A Property, having a super built up area of **1180 Sq.ft** (Carpct Area 906 Sft), (more fully detailed in the Schedule C hereunder and hereinafter referred to as the 'Schedule C Apartment') subject to the terms, conditions and covenants herein contained.

2. The total sale price for the Schedule B Property is **Rs.28,40,000/- (Rupees Twenty Eight lakh forty thousand only)** which includes GST (As applicable). That in pursuance of the above agreement the PURCHASER has this day paid to the 2nd Vendor a sum of Rs.16,50,000/- (Rupees Sixteen lakh Fifty thousand only) with details as i) Rs.6,50,000 (Rupees Six lakh Fifty thousand only) vide RTGS No: N023201043841691 dated 23/01/2020 drawn on HDFC Bank, Bangalore ii) Rs.10,00,000/- (Rupees Ten lakhs only) vide Cheque Payment dated 23/01/2020 FROM SBI BANK, Koramangala, towards advance of the sale consideration which amount the 2nd Vendor hereby acknowledges and confirms before the under mentioned witnesses.



S. Sathish Babu



3.The balance of the sale price for the Schedule B & C Property shall be paid by the PURCHASER to the Vendor in installments as detailed under Schedule D hereunder.

4.The PURCHASER shall pay the installments for the balance sale price as per Schedule D without demand or default. The PURCHASER understand and are aware that any default in payment of the balance sale price shall affect the Scheme as there are other PURCHASER who have joined the Scheme based on the assurance given by the PURCHASER that there will not be any delay/ default in payment of the balance sale price as set out hereunder. The PURCHASER agrees that the time for payment of the balance sale price is the essence of the contract in view of the Scheme.

5.Any default by the PURCHASER in payment of the sale price or any installment thereof on the due dates for whatsoever reasons, shall be construed as a breach of contract by the PURCHASER and without prejudice to any other rights, the Vendors at its sole discretion/ option may:-

(a). continue with this Agreement and claim the amounts in default/ arrears with interest at the rate of 24% per annum from the date of default to the date of payment; or

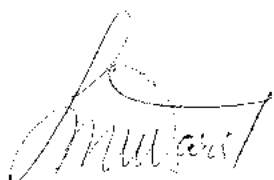
(b). in the event of the breach continuing for more than 3 months, for whatsoever reasons, the Vendors, at its discretion, will be entitled to terminate this Agreement and forfeit as liquidated damages, 15% of the entire sale price under this Agreement. The Vendors shall thereupon be entitled to deal, in any manner, with the Schedule B Property including selling the same to any third party on any terms and conditions it may deem fit, without any further reference to the PURCHASER. The balance money due to the PURCHASER, if any, after forfeiting 15% as above said, shall be paid by the Vendors to the PURCHASER within 2 months of the disposal of the Schedule B Property. Upon the termination of this Agreement by the Vendors, the Construction Agreement of even date executed between the parties shall also stand terminated without any requirement of execution of any further documents.

6.In the event, the amount to be forfeited under the above clause is more than the amount paid by the PURCHASER under this Agreement, then the Vendors shall have the right to claim the difference between the amount paid and the liquidated damages from the PURCHASER.

7.Apart from the cost of the Schedule B Property payable in the manner set out in the Schedule D, the PURCHASER shall also be liable to pay:-

a.The stamp duty, registration and legal charges including miscellaneous expenses in regard to the registration of the Schedule B Property and Schedule C Apartment in his/her/their favour.

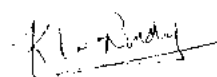
b.The khatha transfer cost and other miscellaneous expenses relating thereto.



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S. Sathalakshmi.

INFRASTRUCTURES



6/1/2014

c. Advance maintenance charges for the initial period of 12(Twelve) months, as per the amount decided by the Vendor for each apartment, which will not carry any interest, shall be paid to the Vendors at the time of taking possession of the Schedule B Property and Schedule C Apartment or within 15 days of the Vendors informing the PURCHASER that the Schedule B Property and the Schedule C Apartment are ready for possession, whichever is earlier.

(i) If the apartment is handed over the PURCHASER before completion of the project, the maintenance charges will be applicable for excess period also over and above twelve months mentioned above.

(ii) The PURCHASER shall not have any objection for carrying out the work of the project after taking over the possession.

8. The sale of the Schedule B Property to the PURCHASER shall be to enable the PURCHASER to own/ purchase the Schedule C Apartment under the Scheme and the PURCHASER shall not seek partition or division or separate possession in respect of the Schedule B Property under any circumstances.

9. The Vendors shall deliver to the PURCHASER the Schedule B Property and the Schedule C Apartment after receipt of all payments due to the Vendors from the PURCHASER.

10. In view of the Scheme, the PURCHASER acknowledges and agrees that the Vendors and the PURCHASER have executed this Agreement to the consideration that the PURCHASER has also this day executed a Construction Agreement for the balance amount towards construction of schedule C and termination of either of the Agreements will lead to the automatic termination of the both the Agreements with the consequences provided therein.

11. The PURCHASER shall not be entitled to transfer/ assign its rights under this Agreement in favour of any third party except with the prior written consent of the Vendors and subject to payment to the Vendors of a transfer fee of Rs.1,00,000/- (Rupees One Lakh only). The transfer/assignment would be permitted only if the PURCHASER transfers/ assigns its rights under the Construction Agreement of even date executed between the Vendors and the PURCHASER.

12. The PURCHASER shall, from the date of the Schedule C Apartment being ready for occupation, whether possession of the same is taken or not by the PURCHASER, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the common areas of the residential complex.

13. The PURCHASER shall observe and abide by the byelaws for the residential complex, rules and regulation, byelaws prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the Schedule B Property and the Schedule C Apartment.

14. The PURCHASER shall not enclose the terrace/ balconies/ utility areas under any circumstances.

15.The PURCHASER will be entitled to put his name only in the directory of owners provided by the Vendors in the particular wing/ block. The PURCHASER shall not put up any hoarding, name plates, graffiti, signboard, etc. anywhere else unless approved in writing by the Vendors or the Association of Owners.

16.The Vendors shall have the exclusive rights over the if any additional FAR is available.

17.It is agreed between the parties that the Deed of Conveyance shall be executed and registered with regard to the Schedule B Property upon the completion of the Schedule C Apartment and the receipt of all payments due to the Vendors from the PURCHASER. The stamp duty, registration fees and the miscellaneous expenses payable on the same shall be borne by the PURCHASER.

19.THE VENDORS COVENANTS WITH THE PURCHASER AS FOLLOWS:-

a) That the Vendors are the absolute owners of the Schedule A Property and that its title thereto is good, marketable and subsisting and has the power to convey the same;

b) That the Vendors agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the PURCHASER, for morefully and perfectly assuring the title of the PURCHASER to the Schedule B Property;

c) That the Vendors will pay all taxes, rates and cesses in respect of the Schedule B Property upto the date of the Schedule C Apartment being ready for occupation;

20.THE PURCHASER COVENANTS WITH THE VENDORS AS FOLLOWS:-

i. That the PURCHASER shall not be entitled to claim conveyance of the Schedule B Property and the Schedule C Apartment until the PURCHASER fulfills and performs all his/ her/ their obligations and completes all payments under this Agreement and the Construction Agreement;

ii. That the PURCHASER have inspected the documents of title relating to the Schedule A Property and have entered into this Agreement after being satisfied about the title of the Vendors as to the Schedule A Property and the Scheme Formulated by the Vendors;

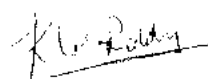
21.CONSEQUENCE OF BREACH

i.The name of the residential complex on the Schedule A Property will be 'OMSHRI OPULENCE' and the same shall not be changed/ altered/ modified in any circumstances.

ii.No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the parties.



S. Sathulokeshmi.

INFRASTRUCTURES


iii.The parties acknowledge that this Agreement and the Construction Agreement contain the whole agreement between the parties and the parties have not relied upon any oral or written representation made.

iv.In this Agreement, the reference to any party in singular shall include plural as the case may be and vice versa.

SCHEDULE:A

(Description of the composite property)

All that piece and parcel of the residentially converted land property bearing New Bidraguppe Gram Panchayath Katha No.3058/245,Sy no:42/3 of Indlabele village,Attibele Hobli,Anekal Taluk,Bangalore at measuring Ac 0-34 Guntas, which is converted from Agricultural to Non-Agricultural residential purposes as per conversion order No:ALN(A)/(K&A) SR 251/2006-07 date 01-02 -2011 by the DC,Bangalore bounded on the:-

East by : Sy No:45
West by : Road from Attibele to Indlabele
North by : Sy No:43
South by : Sy No:42/1

SCHEDULE:B

(Description of undivided share agreed to be conveyed)

Undivided share, right, title, interest & ownership in the Schedule 'A' Property equivalent to **446Sq.ft.**

SCHEDULE: C

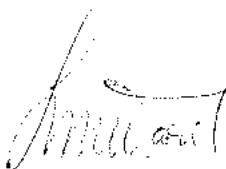
(Description of the Apartment)

All that piece and parcel of the apartment/flat bearing **B105** in the **First Floor** portion Block-B of the multi storied building called as '**OMSHRI OPULENCE**', put up over the Schedule 'A' Property containing a Living room cum Dining, Kitchen, 3 (THREE) bed-rooms, Two toilets and one Balconies with one utility having a super built-up area of **1180 Sq.ft**(Carpet Area 906 Sft), together with (1) One car parkings in the Stilt Floor of Schedule 'A' Property.

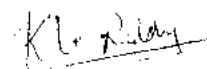
SCHEDULE-D

(payment schedule)

- i.First Installment against Agreement Rs.17,50,000/- (Rupees Seventeen lakhs Fifty thousand only).
- ii.Second Installment :- As agreed mutually to be raised bank loan mentioned in Schedule D in the construction Agreement. (48%)



S. Sathulakshmi

CONSTRUCTORS

Partner

SCHEDULE-E
(Rights of the PURCHASER)

The PURCHASER shall have the following rights in respect of the Schedule A Property, Schedule B Property and the Schedule C Apartment:-

1. The PURCHASER and all persons authorized by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the staircases, lift, passages and other common area;
2. The right of entry and passage for himself and his persons and agents or workmen to other parts of the block/ wing at all reasonable times after notice for the same has been served for the purpose of repairs of maintenance of the Schedule C Apartment or for repairing, cleaning, maintaining or renewing the water tanks, server, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other apartment owners and making good any damage caused.

SCHEDULE-F
(Obligations of the PURCHASER)

The PURCHASER hereby agrees, confirms and undertakes the following obligations towards the Vendors and other apartment owners:-

1. The PURCHASER shall not at any time, carry on or suffer to be carried on in the Schedule C Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendors or the other apartment owners or occupiers of the other apartments or the neighbors or any thing which may tend to depreciate the value of the Schedule C Apartment or the residential complex;
2. The PURCHASER shall use the Schedule C Apartment only for residential purposes;
3. The PURCHASER shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cesses, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitations, electricity, etc., salaries of the employees of the Association of Owners and other expenses in regard to the residential complex as may be determined by the Managing Committee of the Association of Owners from time to time
4. The PURCHASER shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the Schedule C Apartment.
5. The PURCHASER shall not make any additions or alterations or cause damage to any portion of the block/ wing or the Schedule C Apartment and



S. Senthala Lakshmi

CHIEF INFRASTRUCTURE



shall not change the outside color scheme, outside elevation / façade/ décor / of the block/ wing, otherwise than in a manner agreed to by the Vendors.

6.The PURCHASER shall not park any vehicles in any part of the Schedule A Property, except in the parking area which shall be specifically allocated and earmarked for the PURCHASER.

7.The PURCHASER shall sign such papers, NOCs, declaration, etc., as may be reasonably required by the Vendors/ Association of Owners at the time of taking over possession of the Schedule C Apartment or later, as and when required.

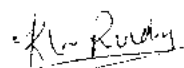
8.The PURCHASER shall not do any act that may be against any law, rule, regulation, bye law of the BMRDA/Anekal yojana pradhikara other statutory authorities or any obligation agreed under any contract and PURCHASER shall be solely responsible for all consequences of any offence or breach thereof and the PURCHASER shall indemnify other apartment owners who may suffer due to any such acts of omission or commission of the PURCHASER.

9.The entrance to the Schedule A property, the roads/ drive ways in the Schedule A Property may be provided by the Vendors as a permanent right of way.

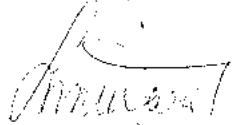
IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE SET THEIR HANDS AT REST WITH THEIR FREE WILL AND CONSENT TO THIS AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE MENTIONED.

WITNESSES:

1.

BY INFRASTRUCTURE

VENDOR/FIRST PARTY

2.

 S. Sathishbabu
PURCHASER/SECOND PARTY