

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED ON This Day of JUNE 2017 (....06.2017) at Bangalore;

BY & BETWEEN:

1. M/S. FORTUNA CONSTRUCTIONS (INDIA) PVT.LTD.

A duly incorporated under the Companies Act, 1956, Having its office at No.3156, 1st Floor, 12th Main, HAL IIInd Stage, Indiranagar, Bangalore -560 008.Represented by its **Managing Director: Sri.PADMAIAH VUPPU.**

2a Smt. SAROJAMMA, Aged about 67 Years.

W/o.late Srinivasa Reddy S/o.Late Sri.Bankadarayappa.

2b. Sri.S.PRAFULLA CHANDRA, Aged about 46 Years. S/o.late Srinivasa Reddy.

2c. Sri.S. SUBHAS CHANDRA, Aged about 44 Years, S/o.late Srinivasa Reddy

2d. Kshitij S. Chandra , 2e. Nitesh S. Chandra, both minors,
Sl.No.2d & 2e are Minor Sons, represented by their Father &
Natural Guardian: Sri.S.Subhas Chandra.

2f. Sri.S.JAGADEESH CHANDRA, Aged about 42 Years, /o.late Srinivasa Reddy.

2g. Sri.S.SATISH CHANDRA, Aged about 40 Years. S/o.late Srinivasa Reddy

2h. Drishika S.Chandra, Minor daughter: represented by her Father &
Natural Guardian: Sri.S.Satish Chandra.

2i. Sri.S.GIRISH CHANDRA, Aged about 38 Years. S/o.late Srinivasa Reddy

2j. Lakshya. G.Chandra. Minor daughter, Represented by her Father &
Natural Guardian: Sri.S.Girish Chandra.

Sl.No.3a) to 2j) are residing at: No.50/1, Annasandrapalya, HAL Post, Bangalore – 560 017.

3a. Smt.RAJESHWARI.B Aged about 59 Years.

Wife of late Sri.B.Shamanna S/o. late Sri.Bankadarayappa.

3b. Sri.S.VINOD, Aged about 38 Years. S/o. Sri.B.Shamanna.

3c. Sri.S.PRAMOD, Aged about 36 Years. S/o. Sri.B.Shamanna.

Sl.No.3a to 3c All are residing at: No.538 Annasandrapalya,
Near Rama Temple, H.A.L Post, Bangalore -560 017.

4a. Smt.JAYALAKSHMI, Aged about 61 years,

W/o Late B. Narayana Reddy S/o. late Sri.Bankadarayappa

4b. Dr.RAJYASHREE .N, Aged about 35 years, D/o Late B. Narayana Reddy,

4c. Sri.ADARSHA .N. REDDY,Aged about 31 years, S/o Late.B.Narayana Reddy,

Sl.No.4a to 4c all are residing at: 1958 Chinnanna Nivasa, 14th B Cross,
22nd A Main,1st Sector, HSR Layout, Bangalore-560 102.

5a. Smt.BHAGYALAKSHMI, Aged about 58 years, Wife of Late B.Krishna Reddy.

5b. Smt. SHANTHALA K, Aged about 31 years, D/o. Late B.Krishna Reddy,
and Wife of Sri.Sekhar and on behalf of Minor son **Vrishak.**

5c. Sri.BALAJI K.REDDY, Aged about 26 years, Son of Late B. Krishna Reddy
Sl. No.5a to 5c, all are residing at: Anugraha Nilaya, Behind Dolphin Bar and Restaurant, Kaggadasapura Road, Vignananagara, Bangalore-560 078.

6a. Sri. B. MUDDU KRISHNA REDDY, Aged about 63 years, S/o.Late Sri.Bankadarayappa.

6b. Sri. KARTHIK M, Aged about 26 years, S/o Sri. B. Muddu Krishna Reddy

6c. Sri.ABHISHEK M, Aged about 23 years S/o Sri. B. Muddu Krishna Reddy.

Sl.No. 6a & 6c all are residing at: HSH-13, New Town,
Steel Authority of India Ltd., Bhadravathi, Shimoga District.

7a. Sri.B.JAYARAMA REDDY, Aged about 58 years, S/o Late Bankadarayappa,

7b. Kum. SNEHA J REDDY, Aged about 24 years, D/o Sri. B.Jayarama Reddy.

7c. Sri.DEEPAK J REDDY, Aged about 22 years S/o Sri. B. Jayarama Reddy.

Sl.No.7a to 7c are all residing at :No. 50/2, Annasandrapalya,
H.A.L. Post, Bangalore-500 017.

8a. Sri.M.CHANDRAPPA REDDY, Aged about 58 Years,
No:324, 1st Cross, Behind Falvage Layout, Annasandrapalya,
Vimanapura Post Bangalore 560017.

8b. Sri.M.VENKATASWAMY, Aged about 52 Years
No:4, Shankarappa Nilaya, 7th Main B Cross, Abbey reddy Layout, Kaggadasapura,
CV Raman Nagar post Bangalore 560093

8c. Sri.M.RAMESH, Aged about 48 Years,
No:167, 3rd Cross, Koramangala, Bangalore.

8d.Sri.M.AMARANARAYANA REDDY, Aged about 44 Years.
No:003, Ground floor, SJ Enclave, 6th Cross, Abbeyreddy Layout,
Kaggadasapura CV Raman Nagar Post, Bangalore 560093

Sl.No. 8a to 8d are sons of Son of late Sri.A.Muniyappa Reddy

9a. Smt.R.YASHODAMMA @ R.YESHODAMMA. Aged about 67 Years.
Wife of late Sri.A.Shankarappa Reddy.

9b. Sri.S.SADASHIVA REDDY @ SADASHIVA REDDY.N. Aged about 27 Years.
Son of Smt.R.Yashodamma @ R.Yeshodamma.
Sl.Nos. 9a & 9b are residing at No.17, 5th Main, 8th Cross, Vinayaka Nagar,
Annasandra Palya, Bangalore-560 017.

Sl.Nos.2a to 9b are duly represented by their registered GPA Holder:

M/S. FORTUNA CONSTRUCTIONS (INDIA) PVT.LTD.

A duly incorporated under the Companies Act, 1956, having its office at No.3156, 1st Floor, 12th Main, HAL IIInd Stage, Indiranagar, Bangalore - 008. Represented by its Managing Director: **Sri.PADMAIAH VUPPU**.

(Hereinafter collectively called as the “**OWNERS/ VENDORS**” and these expression wherever the context so requires or admits shall mean and include its/their respective heirs, legal representatives, administrators, Successors-in-Interest, Attorneys, assigns etc.) of the **FIRST PART**:

AND

M/S. FORTUNA CONSTRUCTIONS (INDIA) PVT.LTD.

A duly incorporated under the Companies Act, 1956, Having its office at No.3156, 1st Floor, 12th Main, HAL IIInd Stage, Indiranagar, Bangalore -560 008. Represented by its **Managing Director: Sri.PADMAIAH VUPPU.**

Hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (Which expression shall wherever the context so requires or admits, mean and include its Heirs, Legal Representatives, Executors, Administrators, Successor-in-Interest, and Assigns etc,) of the **SECOND PART**:

INFAVOUR OF :

1., Aged about Years, **PAN:ADEPV 6142R**

Residing at: No.

Hereinafter called the **PURCHASERS** (wherever the context so requires or admits shall mean and include their heirs, legal representatives, administrators, Successors-in-Interest, Attorneys, assigns etc.) of the **THIRD PART**.

WITNESSETH AS FOLLOWS:

- I. **WHEREAS, 1st Vendor M/s.Fortuna Constructions (India) Pvt, Ltd.,** herein being a Developer purchased converted land measuring to an extent of **0-10 (Ten) Guntas** out of total extent of 3Acres 23 Guntas of **Sy.No.184, BBMP Khatha No.154/Sy.No.184**, Situated at Vibhuthipura Village, Krishnarajapura Hobli, Bangalore East Taluk, Which is morefully described hereunder and hereinafter referred to as the Schedule Item No.I Property. The land has been duly converted from agricultural use to Non-Agricultural /Residential Use vide Order bearing No.**ALN(EVH)SR:420/2012-13, Dtd.19.03.2013**, from the District Commissioner, Bangalore District, Bangalore, from **Veerasimhasana Math, Vibhuthipura, Varthur Hobli, Bangalore East Taluk**, represented by its Vicharana Kartharu (Matadipathi) **SHREE SHA.BRA.MAHANTALINGA SHIVACHARYA SWAMIJI** for a valuable sale consideration vide Deed of Absolute Sale and Conveyance, Dtd.25.04.2013, registered as Document No.BNS-1-01051-2013-14, Stored in CD No.BNSD 274, in the office of the Sr.Sub-Registrar, Banasawadi, Bangalore.
- II. **AND WHEREAS, 2a to 7c Vendors** are absolute joint owners of all that piece and parcel of the immovable Property measuring 0-15 Guntas of Sy.No.185 and adjacent Immovable

Property measuring 0-15 Guntas of Sy.No.186/1B, situated at Vibhuthipura Village, K.R.Puram/Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-Zone, Bangalore, which are morefully described hereunder and hereinafter referred to as the Schedule item No.II & III Properties. The said Schedule Item Nos.II & III Properties acquired by late Sri.Bankadarayappa by virtue of Partition Deed, Dtd.31.08.1955, registered as Document No.3254/1955-56, Book-I, Volume-1461, in pages 150 to 156, in the office of the Sub-Registrar, Bangalore Taluk. And Whereas, said **Sri.Bankadarayappa died intestate on 04.08.1987** leaving behind him **2a to 7c Vendors** as his legal heirs, successors in interest in respect of the immovable Properties. And Whereas, Smt.Ammayamma D/o. late Bankadarayappa and H.R.Rajesh and H.R.Ramya, Son and Daughter of late B.Nagarathan daughter of late Bankadarayappa have executed Release Deed Dtd.05.03.2014, in favaour of VendorsNos.2a to 7c (i.e. legal heirs, Successors), registered as Document No.BNS-1-00984-2014-15, Stored in CD No.BNSD 307, in the office of the Sub-Registrar, Banasawadi, Bangalore.

- III. **AND WHEREAS, 8a to 8d Vendors** are absolute joint owners of all that piece and parcel of the immovable Property measuring **0-12 Guntas** only out of 0-24 Guntas (01 Gunta Kharab) of **Sy.No.186/1A**, situated at Vibhuthipura Village, Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-Zone, Bangalore. Which is morefully described hereunder and hereinafter referred to as the Schedule Item No.IV Property. Whereas, Vendor No.9a herein has filed Partition Suit in O.S.No.739/1990 in respect of land bearing Sy.No.186/1A, measuring 0-24 Guntas of Vibhuthipura Village, i.e in respect of Schedule Item No.IV & V Property, the same case was came to be decreed and Final Decree Proceedings i.e. FDP No.4/2008 filed and in the FDP Proceedings the Parties have settled their disputes and compromise petition filed in said FDP No.4/2008, according to the compromise the 8a to 8d Owners/ Vendors have acquired right, title and interest over the Schedule Item No.IV Property.
- IV. **AND WHEREAS, 9a to 9b Vendors** are absolute owners of all that piece and parcel of the immovable Property measuring **0-12 Guntas** only out of 0-24 Guntas (01 Gunta Kharab) of **Sy.No.186/1A**, situated at Vibhuthipura Village, Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-Zone, Bangalore. Which is morefully described hereunder and hereinafter referred to as the Schedule Item No.V Property. The Vendors No.9a herein has filed Suit in O.S.No.739/1990 in respect of the Schedule Item No. iv & V Property, the same case was came to be decreed and Final Decree Proceedings i.e. FDP No.4/2008 filed and in the FDP Proceedings the Parties have settled their disputes and compromise petition filed in said FDP No.4/2008, according to the compromise 9a Owner/ Vendor has acquired right, title and interest over the Schedule Item No.V Property.

AND WHEREAS, the properties (which are described in Schedule Item No. I to V Properties are herein and hereinafter referred to as the “Composite Schedule Properties) are situated adjacent to each other & being ideally suited for a joint and common development, the 2a to 7c

Owners, 8a to 8d Owners and 9a to 9b Owners have offered their respective property to the Developer to develop the same along with Developer's Property (i.e. Item No.I Property) into Residential Apartments Building in accordance with the sanctions/ approval granted by competent Authority; and whereas, the 2a to 7c Owners and 8a to 8d Owners and 9a to 9b Owners have executed the following Joint Development Agreement and Power of Attorney in favour of the Developer:

I. 2a to 7c OWNERS have executed following JDA & GPA:

- i). Joint Development Agreement **Dtd.24.02.2014**, registered as document **No.BNS-1-00986-2014-15**.
- ii). General Power of Attorney **Dtd.24.02.2014**, registered as document **No.BNS-4-00039-2014-15**. Both documents stored in CD No.BNSD 307, **Dtd.16.04.2014**, in the office of the Sub-Registrar, Banasawadi, Bangalore.

According to the Joint Development Agreement the 2a to 7c Owners are jointly entitled **47%** of SBA, UDS and Proportionate Car Parking and the Developer is entitled to **53%** of SBA, UDS and Proportionate Car Parking, Proportionate to the Item No.II & III Properties.

II. 8a to 8d OWNERS have executed following JDA & GPA:

- i) Joint Development Agreement **Dtd.03.02.2014**, registered as document **No.BNS-1-15011-2013-14**.
- ii). General Power of Attorney **Dtd. 03. 02.2014**, registered as document **No.BNS-4-00898-2013-14**. Both documents stored in CD No.BNSD 297, in the office of the Sub-Registrar, Banasawadi, Bangalore.

According to the Joint Development Agreement the 2a to 2d Owners are jointly entitled **47%** of SBA, UDS and Proportionate Car Parking and the Developer is entitled to **53%** of SBA, UDS and Proportionate Car Parking, Proportionate to the Item No.IV Property.

III. 9a to 9b OWNERS have executed following JDA & GPA:

- i) Joint Development Agreement **Dtd.16.09.2014**, registered as document **No.BNS-1-09724-2014-15**.
- ii). General Power of Attorney **Dtd. 16. 09.2014**, registered as document **No.BNS-4-00496-2014-15**. Both documents stored in CD No.BNSD 330, in the office of the Sub-Registrar, Banasawadi, Bangalore.

According to the Joint Development Agreement the 9a to 9b Owners are jointly entitled **47%** of SBA, UDS and Proportionate Car Parking and the Developer is entitled to **53%** of SBA, UDS and Proportionate Car Parking, Proportionate to the Item No.V Property.

WHEREAS, the under mentioned lands are duly converted for residential use from the District Commissioner, Bangalore District, as follows:

- (i). **Sy.No.184**, measuring **0-10** Guntas converted vide Conversion Order No.**ALN(EVH)SR:420/2012-13, Dtd.19.03.2013**.
- (ii). **Sy.No.185 & 186/1B**, measuring 0-15 + 0-15 Guntas = **0-30** Guntas converted vide Conversion Order No.**ALN (EVH) :SR:299 /2013-14, Dtd.14.05.2014**.
- (ii). **Sy.No.186/1A**, measuring 0-12 + 0-12 Guntas = **0-24** Guntas converted vide Conversion Order No.**ALN. (EVH) :SR :371 /2013 -14, Dated.04.07.2014**.

WHEREAS, the developer has duly paid **Improvement Charges** to the BBMP in respect of the aforesaid lands respectively as follows:

- (i).a sum of Rs.2,53,020/- vide receipt No.09/2014-15/Sep/0028 Dtd.04.09.2014.
- (ii).a sum of Rs.7,59,061/- vide receipt No.09/2014-15/Sep/0027 Dtd.04.09.2014.
- (i).a sum of Rs.3,03,625/- vide receipt No.09/2014-15/Sep/0026 Dtd.04.09.2014.

WHEREAS, the Khathas of the aforesaid lands were amalgamated vide O.M.No.BBMP/MZ/CR/530/2014-15, Dtd.07.10.2014 issued by Addl. Commissioner, BBMP, Mahadevapura Zone and Special Notice bearing No.HAL.A.P(KTR):112/2014-15, Dtd.09.10.2014 issued by ARO, HAL Airport Sub-Zone, Mahadevapura Zone BBMP. Amalgamated BBMP Khatha No.154/Sy.No.184/185/186/1B, 186/1A. measuring 1 Acre 24 Guntas.

WHEREAS, the Developer herein approached to the Joint Director (Town Planning -North), BBMP, Bangalore, to issue Building License and approval of building Plan for the purpose of construction of Residential Apartment building in the Composite Schedule Property. And paid building license Fees, Ground Rent, Betterment Charges, Security Deposit, Building Labour welfare fund etc., and building plan has been duly approved and Plan and License have been duly issued by Joint Director of Town Planning (North), BBMP, Bangalore, **vide License bearing No.BBMP/Addl.dir/JDNorth/0259/2014-15, Dtd.10.04.2015 and approved Plan bearing No.L.P.No:JD,North/0259/2014-15, Dtd.10.04.2015**, for constructing **BF+ G F+ 4 Upper Floors**.

WHEREAS, The Developer herein constructing the residential Apartment building namely **"FORTUNA BLUE WINGS"** in the Composite Schedule Property, as per the approved building Plan, License and Specification.

Whereas the Developer has agreed and accept to construct multistoried residential apartments as per sanction plan comprising of A, B, C Blocks in the Composite Schedule Property.

Whereas by virtue of the Joint Development Agreements, Supplementary Agreements entered into between the DEVELOPER and the land OWNERS, the developer herein is entitled for certain flats as agreed under the said Joint Development Agreements, **the Flat bearing No., in Block....., Measuring Sq.ft of Super Built Up Area in Floor of "FORTUNA BLUE WINGS"**, has fallen to the share of Developer herein.

WHEREAS, the Owners and the DEVELOPER in order to sell each one of the apartments as a separate residential apartment therein, together with the rights to common amenities and

facilities, have developed a scheme of ownership Apartments (hereinafter called the said Scheme) wherein a person interested in acquiring an apartment in the building to be constructed in the Composite Schedule Property (hereinafter referred to as the said Building) shall have to acquire a specific undivided right and interest in the land covered by the Composite Schedule Property by virtue whereof such person is granted the right to construct, by executing a separate construction agreement with the builder shall own and enjoy a specific apartment in the said building with all matters of common concern, share, amenities, facilities, liabilities etc., being looked after in terms of an overall scheme and upon the completion of the said Scheme, the land covered by the Composite Schedule Property will be owned by all such persons owning the Apartments therein as Co-owners subject to mutual convenience and restrictions.

WHEREAS the Purchasers herein interested in the Schedule "C" Property and have approached the Vendors and the DEVELOPER for purchase of the Schedule "B" Property and the vendors along with the DEVELOPER are conveying an undivided interest of (Proportionate) **square feet** in the Composite Schedule Property, which is more fully described in Schedule "B" hereunder along with right to construct the Flat bearing **No.....** in the Apartment "**FORTUNA BLUE WINGS**" consisting of**BHK, measuring** Square feet Super Built Up Area more fully described in the Schedule "C" herein and herein after referred to as the Schedule C Property.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- 1) That in pursuance to the Purchasers agreeing to the stipulations contained in D and E Schedule herein below and consideration of payment of **Rs...../- (Rupees only)** excluding **Stamp Duty, Registration Fee, Expenses**.

The Purchasers have paid a sum of **Rs...../- (Rupees only)** by Cheque bearing No....., Dated....., drawn on, to the Developer towards advance.

The DEVELOPER acknowledges the receipt of **Rs...../- (Rupees only)** towards advance.

Thus the balance amount of **Rs...../- (Rupees only)** has to be paid by the Purchasers in accordance with the mode of payment (as mentioned in Construction Agreement) to the DEVELOPER.

- 2) The vendors hereby agrees to grant, convey, transfer, assign and sell upto the Purchasers an undivided share of **Square feet** in the Composite Schedule Property in and upon the same and every part thereof, to have and to hold subject to the stipulations contained in schedule hereto, free from all encumbrances along with right to construct the Schedule "C" Property Apartment.
- 3) That the vendors hereby declare that they are true, lawful and absolute owners of the Composite Schedule Property to be sold and the vendors has not acted in any manner with the result such right is curtailed in any manner.

- 4) And in particular, the vendors do hereby declare that the Schedule "B" property agreed to be sold is free from encumbrances, lien, charges, lease or court proceedings and that all taxes levied up to this day in respect thereof have been paid and the vendors undertakes to discharge any such amount found levied or leviable up to this date.
- 5) And the vendors and the DEVELOPER do hereby further assure the Purchasers that the vendors shall do or caused to be done all such acts, deeds or things as the Purchasers may reasonably require, however at the cost of the Purchasers for more perfectly assuring the title to the schedule "C" apartment and the undivided right and interest in the schedule "B" property herein before agreed to be convey, grant, transfer.
- 6) And that the Purchasers shall have the right to construct and complete the Schedule "C" apartment by engaging services of the DEVELOPER as per the separate Construction agreement entered into on this date by the Purchasers along with this agreement of sale and the Purchasers shall be the absolute owner of the schedule "C" apartment, subject to the rights, restrictions and liabilities specified in Schedule- D and E hereto. It is specifically agreed that the Purchasers shall not be entitled for possession, actual or otherwise of the Schedule "B" property or Schedule "C" apartment until the Purchasers is/are formally put in possession of the same by the vendors and the DEVELOPER respectively, after the Purchasers clears the entire sale consideration.
- 7) And that the vendors shall on the Purchasers fulfilling the terms and conditions of this agreement and the said construction agreement, execute a sale deed conveying the said undivided right, title and interest in the Schedule "B" & "C" property to the Purchasers and such sale deed shall incorporate the terms and conditions of this Agreement. The Purchasers shall pay and bear all stamp duty and statutory levies, registration and other expenses connected with the transfer and vesting of the undivided right and interest in the Composite Schedule Property and Schedule "C" Apartment.
- 8) The Purchasers shall be liable to pay property taxes, cesses and all other outgoings in respect of the schedule "B" property and the said apartment from the date the apartment is ready for occupation.
- 9) The Purchasers shall own enjoy the undivided share and interest hereby agreed to be sold and conveyed and shall enjoy the schedule "B" Property in common with the other Purchasers of the undivided share right, title and interest in the Composite Schedule Property and as such the Purchasers shall not seek for a separate whatsoever for the partition of possession of the Schedule "B" Property and shall not have any objection whatsoever for the user of other apartments and common area by the other owners of other apartments in the said building.
- 10) The vendors along with the DEVELOPER shall get the execution of the sale deed of the undivided interest share, i.e. Schedule "B" Property to the Purchasers as soon as the Purchasers fulfills the terms and conditions of the **Construction Agreement Dtd**

...01.2016 entered into with the DEVELOPER for the completion of the bedroom apartment as detailed in "C" schedule to this deed and such deed shall incorporate the terms and conditions of this agreement.

: SCHEDULE 'A' PROPERTY:

ITEM No.I.

All that piece and parcel of the Immovable property residentially converted Land bearing **Survey No.184, Measuring 0-10 (Ten) Guntas, (approximately 11000 Square feet, BBMP Khatha No.154/Sy.No.184.** Situated at **VIBHUTHIPURA** Village, Varthur-1 Hobli, Bangalore East Taluk, now comes within the administration Jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-Zone, Bangalore. The land has been duly converted from agricultural use to Non-Agricultural /Residential Use vide Order bearing **No.ALN(EVH)SR:420/2012-13, Dtd.19.03.2013,** from the District Commissioner, Bangalore District, Bangalore. The Property being bounded on the :-

East by : Remaining land in Sy.No.184 & Road.
 West by : land in Sy.No.175.
 North by : Land in Sy.No.185.
 South by : Remaining land in Sy.No.184.

ITEM No.II:

All that piece and parcel of immovable Property measuring **0-15 (Fifteen) Guntas in Sy.No.185.** Situated at **VIBHUTHIPURA** Village, earlier K.R.Puram Hobli, Now Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative Jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-zone, Bangalore, and bounded on the :-

East by : CMC Road.
 West by : Vibhuthipura Tank Bund.
 North by : Sy.No.186/1B. (Item No.2 Property).
 South by : Sy. No. 184 (Belongs to Developer, i.e Item No.I Property)

ITEM No.III;

All that piece and parcel of immovable Property measuring **0-15 (Fifteen) Guntas in Sy.No.186/1B.** Situated at **VIBHUTHIPURA** Village, (earlier K.R.Puram Hobli, Now Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative Jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-zone, Bangalore, and bounded on the :-

East by : CMC Road.
 West by : Vibhuthipura Tank Bund.
 North by : Sy.No.186/1A. (Item No.IV Property)
 South by : Sy.No.185. (Item No.III Property).

Conversion Order bearing No.ALN (EVH):SR:299/2013-14,Dtd. 14.05.2014 of Item No.II and III Item No.II and III having BBMP Khatha No.1180/Sy.No.185/186/1B.

ITEM No.IV:

All that piece and parcel of immovable Property measuring **0-12 Guntas** only out of **0-24 Guntas** (01 Gunta Kharab) in **Sy.No.186/1A. BBMP Khatha No.1182/186/1A.** Converted from agricultural use to Non-Agricultural-Residential use from the Deputy Commissioner, Bangalore District, Bangalore, **vide Conversion Order No.ALN.(EVH):SR:371/2013-14, Dated.04.07.2014.** Situated at **VIBHUTHIPURA** Village, Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative Jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-zone, Bangalore, and bounded on the :-

East by : Road.
West by : Tank Bund.(Kere Katte)
North by : Remaining Portion of Same Sy.No.186/1A. (Item No.V Property).
South by : Sy.No.186/1B Property.(No.III Property).

ITEM No.V:

All that piece and parcel of immovable Property measuring **0-12 Guntas** only out of **0-24 Guntas** (01 Gunta Kharab) in **Sy.No.186/1A. BBMP Khatha No.1181/186/1A.** Converted from agricultural use to Non-Agricultural-Residential use from the Deputy Commissioner, Bangalore District, Bangalore, **vide Conversion Order No.ALN.(EVH):SR:371/2013-14, Dated.04.07.2014.** Situated at **VIBHUTHIPURA** Village, Varthur-1 Hobli, Bangalore East Taluk, presently under the administrative Jurisdiction of BBMP, Mahadevapura Zone, HAL-Airport Sub-zone, Bangalore, and bounded on the :-

East by : Road.
West by : Tank Bund.(Kere Katte)
North by : Fortuna White Wings Apartment building.
South by : Remaining Portion of Same Sy.No.186/1A i.e. Item No.IV Property.

COMPOSITE SCHEDULE PROPERTY

All that piece and parcel of immovable Property bearing **Converted Survey Nos.184, 185, 186/1B and 186/1A**, totally measuring **1 Acre 24 Guntas** (Kharab 01 Gunta) Amalgamated **BBMP Khatha No.154/Sy.No.184/185/186/1B, 186/1A.** Converted for residential use vide Conversion Orders Nos. **(1).ALN(EVH)SR:420/2012-13, Dtd.19.03.2013, (2).No.ALN (EVH) :SR:299 /2013-14, Dtd.14.05.2014 (3).No.ALN. (EVH) :SR :371 /2013 -14, Dated.04.07.2014.** Situated at: Talacauvery Layout, **VIBHUTHIPURA** Village, Varthur-1 Hobli, Bangalore East Taluk, earlier within Mahadevapura CMC, presently comes within the Jurisdiction of BBMP,

Mahadevapura Zone, HAL Airport Sub-Zone, Ward No.81, Bangalore. And Property being bounded on the :-

East by : Road,
 West by : Vibhuthipura Tank Bund. (Kere Katte).
 North by : Fortuna White Wings Apartment building.
 South by : Remaining land in Sy.No.184.

SCHEDULE "B" PROPERTY

(Details of the undivided interest to be conveyed)

Area of Sq.ft of undivided share, right, title and interest in the immovable property mentioned in Composite Schedule Property, along with all other co-owners.

SCHEDULE "C" PROPERTY.

(Details of the Apartment Unit to be constructed)

Flat bearing **No.....**, Block-B, in **FLOOR**, Measuring **Square feet of Super Built Up Area**, containing **Bedrooms (...BHK)** together with **ONE COVERED CAR PARKING SPACE**, along with proportionate share in common areas such as passages, Lobbies, Staircase, Swimming Pool, Gym, Multipurpose Hall, lifts, Garden Area contained in the Residential Apartment building being constructing in the Composite Schedule Property known as "**FORTUNA BLUE WINGS**".

Schedule-D **Rights of the Purchasers**

The Purchasers shall have the following rights in respect of the Schedule 'B' property.

1. The right to own the apartment more fully described in the schedule-C above and use for residential purposes.
2. The right and liberty to the Purchasers and all persons authorized or permitted by the Purchasers(in common with all other persons entitled, permitted or authorized to a similar right) at all times and for all purposes, to use the staircases, passages and common areas in the building for ingress and egress and use in common;
3. The right to subjacent lateral, vertical and horizontal support for the Schedule-C apartment from the other parts of the building;
4. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the schedule-C apartment through the pipes, wires, sewer lines, drain and water

courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the building or any part thereof by the Schedule-B property;

5. Right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the building, however, recognizing and reciprocating such rights of the other apartment owners;
6. Right of entry and passage for the Purchasers with/without workmen to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building for the purpose of repairs to or maintenance of the Schedule-C apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other apartment owners and making good any damage caused.

Schedule-E
Obligations on the Purchasers

1. The Purchasers shall become members of the Owners' Association and agree to observe and perform the terms and conditions and bye-laws and rules & regulations of the association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multistoried building shall be done by "Developer" until formation of Owners' Association and Purchasers shall pay all common expenses and other expenses, taxes and outgoings in terms of the Agreement to sell and construction agreement referred to above and this sale deed.
2. The Purchasers shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the other parts of the entire building in Composite Schedule property.
3. The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments and parking spaces in the building in Composite Schedule property by:-
 - a. Closing the lobbies, stairways, passages and parking spaces and other common areas;
 - b. Making any alterations in the elevation or both faces of external doors and windows of the apartment acquired by the Purchasers which in the opinion of the Vendors/Developer or the Owners' Association or Building differ from the colour schedule of the building.
 - c. Not to make any structural alterations inside the apartment and shall not make any fresh openings, without consent of Developer/owners association.
 - d. Not to default in payment of any taxes or levies to be shared by the other owners of the Schedule B Property or common expenses for maintenance of the buildings from the date of possession
 - e. Creating nuisance or annoyance or damage to the other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.

- f. Installing machinery, store/keep explosives, inflammable/ prohibited articles, which are hazardous, dangerous or combustible in nature.
 - g. By using the common corridors, staircases, lobbies and other common areas either for storage or for use by servants at any time. Bringing inside or park in the Schedule B Property any lorry or any heavy vehicles.
 - h. Using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - i. By entering or trespassing into parking areas, not earmarked for general common use.
 - j. Not to throw any rubbish or used articles in Schedule B Property.
 - k. Not to undertake any interior additions or alterations inside the apartment involving structural changes without prior consent in writing of the Developer (before Registration and hand over).
4. The Purchasers shall not park any vehicles in any part of Composite Schedule Property except in the parking area specifically acquired by the Purchasers and earmarked for the Purchasers.
 5. The Purchasers shall have no right at any time whatsoever to obstruct or hinder the progress of the further construction of the Residential Apartment Building or any part thereof in the Schedule "A" property.
 6. The Purchasers shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Apartment building in common with the other Apartment owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment owners the cost of maintaining and repairing all common amenities such as common accesses staircases, generator etc., and to use the same as aforesaid and or in accordance with the Rules, Regulations, Bye-laws and terms of the Association to be formed by or among the Apartment owners in the Buildings in Composite Schedule property.
 7. The Purchasers shall permit the Developer, Flat Owners, Owners Association, their agents with or without workmen at all reasonable times to enter into and upon the Schedule C Apartment/Terrace Area or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and conditions all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space/Terrace or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other common expenses and charges.
 8. The Purchasers shall not use the apartment/parking space/terrace or permit the same to be used for any purpose which in the opinion of the Developer and/or Association on its formation to cause nuisance or annoyance to occupiers of the other Apartment/parking space/garden/terrace in the said building to the owners or occupiers of the

neighboring properties nor use the same for any illegal or immoral purposes, nor use the parking space for any other purpose except for parking light motor vehicles and should not construct any barrier enclosing the allotted parking area.

9. The Purchasers shall pay to the Building or owners Association as the case may be the following expenses in proportion to the Purchasers' share in the Schedule B property.
 - a. Expenses of routine maintenance, which includes white washing, painting and other minor works and repairs.
 - b. Common expenses for maintenance of pump sets, generators and other machineries, sanitary and electrical connections in the building, electricity and water charges for common services, replacement of fittings and bulbs in all common places, expenses for maintenance of the building and the land surrounding thereto, salaries and other amounts payable to the Estate Officer, Watchman, Security guards, plumber, electricians, pumps and generator operators etc. However the Purchasers shall pay property taxes in respect of the Schedule C Apartment and the undivided right described in the Schedule B property from the date of registration of Sale Deed.
10. Any dispute or differences whatsoever that may arise under the terms of this agreement same shall be referred to Single Arbitrator and settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendment or modification thereto as may then be in force and such Arbitrator shall be a person of repute residing in Bangalore. The venue of Arbitration shall be only in Bangalore.

IN WITNESS WHEREOF the parties to this deed have affixed their signature to this agreement of sale on the aforesaid day month and year, at Bangalore, in the presence of the following witnesses.

WITNESSES.

1.

OWNERS/VENDORS
Self & GPA Holder.

M/S.FORTUNA CONSTRUCTIONS (INDIA) PVT LTD.,
By its Managing Director: Mr.Padmaiah Vuppu.

DEVELOPER/CONFIRMING PARTY

2.

1.Mr.....

PURCHASERS

Drafted by:

V.NARASIMHA MURTHY,

Advocate.

#30, "Manjushree Nilaya",

1st Cross, 1st Main,

Near Mixture Factory, Shanthi Layout,

R.M.Nagar, Bangalore-560 016.