

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("AGREEMENT") MADE AND EXECUTED ON THIS THE 01st DAY OF MAY, YEAR TWO THOUSAND AND SEVENTEEN (1/05/2017) AT BANGALORE, BETWEEN:

1. Sri. Chinnaswamy Reddy, aged about 69 years, S/o. Late Sri. Munivenkatappa;
2. Smt. Kanthamma, aged about 57 years, W/o. Sri. Chinnaswamy Reddy;
3. Sri. Murali Mohan, aged about 40 years, S/o. Sri. Chinnaswamy Reddy;
4. Smt. Sumithra, aged about 35 years, D/o. Sri. Chinnaswamy Reddy;
5. Smt. Vinutha, aged about 31 years, W/o. Sri. Murali Mohan;
6. Miss Dhanusha, aged about 14 years, D/o. Sri. Murali Mohan, represented by her natural Guardian and father Sri. Murali Mohan;
7. Miss Keerthana, aged about 10 years, D/o. Sri. Murali Mohan, represented by her natural Guardian and father Sri. Murali Mohan;
8. Sri. Sidda Reddy, aged about 71 years, S/o. Late Sri. Munivenkatappa;
9. Smt. Pillamma, aged about 56 years, W/o. Sri. Sidda Reddy;
10. Smt. Shanthamma, aged about 49 years, D/o. Sri. Sidda Reddy;
11. Sri. Ramachandra Reddy, aged about 47 years, S/o. Sri. Sidda Reddy;
12. Sri. Shivananda @ Shivappa Reddy, aged about 45 years, S/o. Sri. Sidda Reddy;
13. Smt. Yashoda, aged about 43 years, W/o. Sri. Ramachandra Reddy;
14. Master Dhanush, aged about 8 years, S/o. Sri. Ramachandra Reddy, represented by his natural Guardian and father Sri. Ramachandra Reddy;
15. Master Muralidhar, aged about 3 months, S/o. Sri. Ramachandra Reddy, represented by his natural Guardian and father Sri. Ramachandra Reddy, all the above from No. 1 to 15 are residing at Handenahalli Village, Handenahalli Post, Sarjapura Hobli, Anekal Taluk, Bangalore;
16. Sri. R. Mallikarjuna, aged about 49 years, S/o. Sri. Ramaswamy;
17. Smt. G.K. Rajalakshmi, aged about 44 years, W/o. Sri. R. Mallikarjuna;
18. Master S.M. Pavan Kumar, aged about 18 years, S/o. Sri. R. Mallikarjuna,
19. Kumari Lalithamba, aged about 16 years, D/o. Sri. R. Mallikarjuna, represented by her Father and natural Guardian Sri. R. Mallikarjuna;
20. Kumari Bhuvaneshwari, aged about 14 years, D/o. Sri. R. Mallikarjuna, represented by her Father and natural Guardian Sri. R. Mallikarjuna, all the above from No. 16 to 20 are residing at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore;
21. Sri. R. Sudhakar, aged about 44 years, S/o. Sri. Late Rama Reddy,
22. Master Yashas S. Reddy, aged about 12 years, S/o. Sri. R. Sudhakar, represented by his father and natural guardian, Sri. R. Sudhakar, all the above from No. 21 to 22 are residing at Yamare Village, Dommasandra Post, Sarjapura Hobli, Anekal Taluk, Bangalore – 562 125;
23. SMT. MUNIRATHNAMMA ALIAS SHANTHAMMA, aged about 68 years, W/o. Late. Muniswamy @ Munishamappa;

24. SMT. RENUKA DEVI, aged about 53 years, D/o.. Late Muniswamy @ Munishamappa and W/o. Sri. Jayapal;
25. MR. MURALI S.J, aged about 33 years, S/o. Sri. Jayapal;
26. MRS. SOWMYA S. J, aged about 31 years, D/o. Sri. Jayapal;
27. MISS. RAMYA S. J, aged about 28 years, D/o. Sri. Jayapal;
28. SMT. SHOBHA, aged about 51 years, D/o. Late Muniswamy @ Munishamappa
29. MR. MOHAN. V, aged about 33 years, S/o. Sri. Venkatachalam;
30. MRS. LAVANYA. V, aged about 31 years, D/o. Sri. Venkatachalam;
31. SMT. MANJULA, aged about 48 years, D/o. Late Muniswamy @ Munishamappa;
32. MISS. SHWETHA K., aged about 28 years, D/o. Late Kumar;
33. MISS. SHASHIKALA, aged about 26 years, D/o. Late Kumar;
34. SMT. JAYASHREE, aged about 45 years, D/o. Late Muniswamy @ Munishamappa;
35. MR. VINAY ALIAS VIKRAM R., aged about 25 years, S/o. Late Ravikumar;
36. MISS. PAVITHRA, aged about 20 years, D/o.. Late Ravikumar;
37. SMT. BHAGYA, aged about 43 years, D/o. Late Muniswamy @ Munishamappa and W/o. Sri. Rajanna;
38. MR. NAYAN. R, aged about 22 years, S/o. Sri. Rajanna and Smt. Bhagaya;
39. MASTER. JITHIN.R aged about 17 years, S/o. Sri. Rajanna, represented by his mother Smt. Bhagaya;
40. SMT. USHARANI, aged about 41 years, D/o. Late Muniswamy @ Munishamappa and W/o. Mr. Gopal;
41. MISS. BHAVANI. G, aged about 16 years, D/o. Sri. Gopal, represented by her father and natural guardian Sri. Gopal;
42. MASTER. GOKUL.G, aged about 11 years, S/o. Sri. Gopal, represented by his father and natural guardian Sri. Gopal;
43. SMT. SWARNA, aged about 37 years, D/o. Late Muniswamy @ Munishamappa and W/o. Mr. Ravikumar;
44. MASTER. SUHAS. R, aged about 12 years, S/o. Mr. Ravikumar, represented by his father and natural guardian Mr. Ravikumar;
45. MASTER. DHAKSHA. R, aged about 7 years, S/o. Mr. Ravikumar, represented by his father and natural guardian Mr. Ravikumar, , all the above from No. 23 to 45 are residing at Handenahalli Village, Sarjapura Hobli, Anekal Taluk, Bangalore;
46. SMT. RAJAMMA, aged about 63 years, W/o.. Sri. Srinivasaiah;
47. SRI. SRINIVASIAH, aged about 70 years, S/o..Thimmaiah;
48. SRI. VASUDEVA, aged about 48 years, S/o. Sri. Srinivasaiah;
49. SMT. MAMATHA, aged about 38 years, W/o.. Mr. Vasudeva;
50. MISS. LAVANYA, aged about 13 years, D/o. Sri. Vasudeva, represented by her father and natural guardian Sri. Vasudeva;
51. MASTER. DHARSHAN, aged about 10 years, S/o. Sri. Vasudeva , represented by his father and natural guardian Sri. Vasudeva;

52. SMT. SHANTHA, aged about 43 years, D/o. Sri. Srinivasaiah;
53. SMT. PRATHIMA, aged about 41 years, D/o. Sri. Srinivasaiah;
54. SRI. VENUGOPAL, aged about 38 years, S/o. Sri. Srinivasaiah;
55. SMT. SUMA, aged about 29 years, W/o. Mr. Venugopal;
56. MASTER. LAKSHMISAGAR, aged about 8 years, S/o. Sri. Venugopal, represented by his father and natural guardian Sri. Venugopal;
57. MISS. KOMAL, aged about 5 year, D/o. Sri. Venugopal, represented by her father and natural guardian Sri. Venugopal;
58. MR. RAVINDRA aged about 33 years, S/o. Sri. Srinivasaiah;
59. SMT. ASHWINI, aged about 31 years, D/o. Sri. Srinivasaiah;
60. SMT. NEELAMMA, aged about 46 years, D/o. Sri. Srinivasaiah, all the above from No. 46 to 60 are residing at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore,
61. Sri. C. Ramaiah, aged about 67 years, S/o. Late Chinnappa;
62. Smt. Muniyamma, aged about 65 years, W/o. Sri. C. Ramaiah;
63. Smt. Thimmakka, aged about 62 years, D/o. Late Chinnappa;
64. Sri. Manjunatha, aged about 50 years, S/o. Sri. C. Ramaiah;
65. Smt. Susheelamma, aged about 42 years, W/o. Sri. Manjunatha;
66. Mr. Pavan, aged about 22 years, S/o. Sri. Manjunatha;
67. Miss. Shuchithra, aged about 21 years, D/o. Sri. Manjunatha;
68. Sri. Narayanaswamy, aged about 47 years, S/o. Sri. C. Ramaiah;
69. Smt. Sunandhamma, aged about 42 years, W/o. Sri. Narayanaswamy;
70. Miss. Chaithra, aged about 21 years, D/o. Sri. Narayanaswamy;
71. Master. Keshava Murthy, aged about 17 years, S/o. Sri. Narayanaswamy, represented by his father and Natural Guardian Sri. Narayanaswamy;
72. Sri. Shivanand, aged about 42 years, S/o. Sri. C. Ramaiah;
73. Smt. Geetha, aged about 37 years, W/o. Shivanand;
74. Master. Lohith, aged about 14 years, S/o. Sri. Shivanand, represented by his father and Natural Guardian Sri. Shivanand;
75. Master. Lochan, aged about 14 years, S/o. Sri. Shivanand, represented by his father and Natural Guardian Sri. Shivanand;
76. Sri. Guruprasad, aged about 37 years, S/o. Sri. C. Ramaiah;
77. Smt. Saraswathi, aged about 27 years, W/o. Sri. Guruprasad;
78. Miss. Hemashree, aged about 7 years, D/o. Sri. Guruprasad, represented by her father and Natural Guardian Sri. Guruprasad;
79. Miss. Udhayashree, aged about 4 year, D/o. Sri. Guruprasad, represented by her father and Natural Guardian Sri. Guruprasad;
80. Smt. Umadevi, aged about 35 years, D/o. Sri. C. Ramaiah, all the above from No. 61 to 80 are residing at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore,
81. Smt. Kamalamma, aged about 67 years, W/o. Late Chikkapapaiah @ Narayanappa;
82. Smt. Manjula, aged about 47 years, D/o. Late Chikkapapaiah Chikkapapaiah @ Narayanappa;

83. Smt. Ambuja, aged about 45 years, D/o. Late Chikkapapaiah Chikkapapaiah @ Narayanappa;
84. Sri. Lokesh, aged about 42 years, S/o. Late Chikkapapaiah Chikkapapaiah @ Narayanappa;
85. Smt. Nagaveni, aged about 37 years, W/o. Sri. Lokesh;
86. Miss. Yashaswini, aged about 8 years, D/o. Lokesh, represented by her father and Natural Guardian Sri. Lokesh;
87. Master. Dikshith, aged about 6 years, S/o. Lokesh, represented by her father and Natural Guardian Sri. Lokesh;
88. Sri. Ananda, aged about 40 years, S/o. Late Chikkapapaiah;
89. Sri. Satish, aged about 38 years, S/o. Late Chikkapapaiah, all the above from No. 81 to 89 are residing at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore;

Hereinafter collectively referred as the "VENDORS" represented by their power of attorney holder M/s **Asset Handlers Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956, and having its registered Office at No. 476, 2nd Floor, 80 feet Road, 6th Block, Koramangala, Bangalore 560 095., through its Director, Mr. Suhail Rahman (which expression shall wherever and whenever the context so demands shall mean and include their respective heirs, legal representatives and assigns) of the ONE PART;

AND

M/s **Asset Handlers Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No. 476, 2nd Floor, 80 feet Road, 6th Block, Koramangala, Bangalore 560 095 represented herein by its Authorised Signatory, Mr. Suhail Rahman, hereinafter referred to as the "PROMOTER" (which expression shall, wherever the context so warrants, be deemed to mean and include its administrators, successors-in-office and interest and assigns) of the SECOND PART;

And

Mr. , S/o. Mr., aged about ____ years & residing at ,s hereinafter called the "PURCHASERS" (which expression shall, unless the context otherwise admits, mean and include his/her heirs, successors-in-interest, legal representatives, administrators and executors of the OTHER PART;

The Vendors, the PROMOTER and the Purchaser are individually referred to as a "Party" and collectively as "Parties";

In these presents, contextual to any fact and, or circumstance, any word, term, and expression shall mean and include plural for singular or vice versa and feminine or neuter gender for masculine or vice versa as the case may be;

WITNESSES AS FOLLOWS:

- A. WHEREAS the VENDORS from Serial No. 1 to 15 represent that they are joint and the absolute Owners of all that piece and parcel of converted land bearing Survey No.125 measuring 3 Acres 01 Gunta, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE A PROPERTY;
- B. WHEREAS the VENDORS from Serial No. 16 to 20 represent that they are the joint and absolute owners of all that piece and parcel of converted land bearing Survey No.34 measuring 1 Acre 06 Guntas out of 1 Acre 33 Guntas on the southern side of the property, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE B PROPERTY;
- C. WHEREAS the VENDORS from Serial No. 21 to 22 represent that they are the joint and absolute owners of all that piece and parcel of converted land bearing Survey No.38/2 measuring 1 Acre 11 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE C PROPERTY;
- D. WHEREAS the VENDORS from Serial No. 23 to 45 represent that they are the Joint and absolute owners of all that piece and parcel of converted land bearing Survey No.40 measuring 2 Acres 07 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE D PROPERTY;
- E. WHEREAS the VENDORS from Serial No. 46 to 60 represent that they are the Joint and absolute owners of all that piece and parcel of converted land bearing Survey No.40 measuring 29 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE E PROPERTY;
- F. WHEREAS the VENDORS from Serial No. 61 to 80 represent that they are the Joint and absolute owners of all that piece and parcel of converted land bearing Survey No.43/3 (previously considered as Survey No.43/1) measuring 4 Acres 08 Guntas (excluding 03 Guntas karab), situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE F PROPERTY;
- G. WHEREAS the VENDORS from Serial No. 81 to 89 represent that they are the Joint and absolute owners of all that piece and parcel of converted land bearing Survey No.41 measuring 2 Acres 16 Guntas, situated at Sollepura Village, Sarjapura Hobli,

Anekal Taluk, Bangalore, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE G PROPERTY;

- H. The composite property comprising Schedule A Property, Schedule B Property, Schedule C Property, Schedule D Property, Schedule E Property, Schedule F Property and Schedule G Property is more fully set out in the Schedule Property here under and hereinafter referred to as the "SCHEDULE PROPERTY".
- I. WHEREAS, the SCHEDULE A PROPERTY was the ancestral/Self acquired property of Late Munivenkatappa, the father of Sri. Chinnaswamy Reddy and Sri. Sidda Reddy as evident from the RTC produced for the years from 1961-62 to 1967-68 showing Sri. Late Munivenkatappa as Hiduvalidar of the property and the Record of Rights, Tenancy and Crops Inspection for the years 1969-70 to 73-74, 1974-75 to 78-79, 1979-80 to 83-84 reflects the name Sri. Munivenkatappa as absolute owner and Khathedar of the property.
- J. WHEREAS, after the demise of Sri. Munivenkatappa his sons Sri. Chinnaswamy Reddy and Sri. Sidda Reddy jointly inherited the property as evident from the RTC for the years from 1989-90 to 94-95, 94-95 to 96-97. Subsequently, on 12/1/86 the sons of Late Munivenkatappa partitioned their property among themselves vide an unregistered Panchyath Palu Patti in which an extent of 1 Acre 31 Guntas out of the total extent of 3 Acres 01 Gunta in Survey No.125 were allotted to the share of Sri. Chinnaswamy Reddy and the remaining extent of 1 Acre 10 Guntas were allotted to the share of Sri. Sidda Reddy, which fact is also evidenced in the Inheritance Certificate 4/86-87. Thus based on the said unregistered partition deed and orders passed in IHC all the revenue records were transferred to the names of Sri. Chinnaswamy Reddy and Sri. Sidda Reddy and the RTC for the years 1997-98 to 99-2000, 2001-02 to 2011-12 reflects the name of Sri. Chinnaswamy Reddy (1 Acre 31 Guntas) and Sri. Sidda Reddy (1 Acre 10 Guntas) as owner and Khathedar of the property and is in peaceful possession and enjoyment of the same without any hindrance.
- K. WHEREAS, the SCHEDULE B PROPERTY was part of a larger extent of land admeasuring 5 Acres 16 Guntas, (Karab 0.06 Guntas) in Survey No.34, Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore, belonging to Sri. Yengappa (Vengappa) and R. Rangappa who had executed an absolute Sale deed on 4/4/62 transferring their right, title and interest in the property in favour of Sri. R. Krishnappa S/o. Ramaiah vide document No. 588/62-63 registered in the office of the sub-registrar, Anekal.
- L. Whereas Sri. R. Krishnappa, S/o. Ramaiah being in possession of the property on 26/11/62 re-conveyed the property in favour of Sri. Yengappa S/o. Abbanna (Vengappa) vide document No. 2206/62-63 selling 5 Acres 22 guntas.

- M. Whereas, Sri. Yengappa (Vengappa) S/o. Abbanna on 23/4/66 again executed Sale deed in favour of Sri. Krishnappa, S/o. Muniyappa, his sons Ramaiah and Sri. Srinivasappa, vide Doc. No. 268/66-67 selling a portion of land measuring 2 Acres 11 Guntas out of 5 acres 22 Guntas. The RTC for the year 79-80 to 83-84 reflects the name of the purchaser as Khethadar of the property measuring 2 Acres 12 Guntas.
- N. Whereas after the demise of Sri. Krishnappa his wife Smt. Gowramma along with her sons Ramaiah and Sri. Srinivasappa (Srinivasa) on 22/2/84 executed Sale deed in favour of Sri. R. Krishnamurthy S/o. Balle Ramaiah vide Doc. No. 1850/83-84 selling 2 Acres 12 Guntas and all the revenue records were transferred in his name based on the orders passed in MR 6/83-84 and the fact is evident from the RTC for the years 84-85 onwards till 2004-05 to the extent specified therein .
- O. Whereas after the purchase of the property in the name of Sri. R Krishnamurthy who is the third son of Late Ramaiah and Late Venkatamma the property became the family properties of owners herein ie, Late Balle Ramaiah and Late Venkatamma, which was Partitioned on 17/3/2006 and registered as Document No.ANK – 1 – 02598/2006-2007, Stored in CD No.ANKD 115 on 21/4/2006 among their children ie First son late R. Ramaswamy's wife Kamamma his sons R. Mallikarjuna and R. Raghurama and Second son R. Suryanarayana and third son R. Krishnamurthy. As per the 'B' schedule of the said partition deed 1 Acre 33 Guntas (out of Total 2 A 12 G in Survey No.34) was allotted to the share of R. Mallikarjuna. The remaining area admeasuring 19 Guntas was allotted to R. Raghurama as per 'C' schedule of the same partition deed. Accordingly all the revenue records were transferred in the names of Sri. R. Mallikarjuna and Raghurama based on the orders passed in MR 42/2005-06 and the fact is evident from the RTC for the years 2005-06 onwards to the extent specified therein.
- P. Whereas, further Sri. R. Mallikarjuna on 18/04/2007 has executed Sale agreement in favour of Sri. T. Bhramakumar agreeing to sell the property in Sy.No. 34 measuring 1 Acre 33 Guntas and the same was cancelled by executing Cancellation of sale agreement on 20/5/2009 executed by Sri. T. Bhramakumar in favour of Sri. R. Mallikarjuna. On cancellation of the sale agreement mentioned above Sri. R. Mallikarjuna became the absolute owner of the property and is in peaceful possession and enjoyment of the same without any hindrance.
- Q. WHEREAS, the SCHEDULE C PROPERTY originally belonged to Chikkalingappa Bin Dodda Nanjundappa as evident from the Atlas and Hissa copy which shows Chikkalingappa Bin Dodda Nanjundappa as person in possession of the property. Further the Record of Rights, Tenancy and Crop inspection for the years from 69-70 to 73-74, 74-75 to 78-79, 79-80 to 83-84, 89-90 to 94-95, 94-95 to 96-97 reflects the name of his son Sri. Sidda Reddy as owner and Khathedar of the property.

- R. Whereas on 24/1/93 vide an unregistered Panchyath Palu Patti the SCHEDULE C PROPERTY was allotted to the share of Sri. S. Badra Reddy and all the revenue records were transferred to the name of Sri. S. Badra Reddy based on the orders passed in MR 8/98-99. The Record of Rights, Tenancy and Crop inspection for the years from 1997-98 to 99-2000, 2001-02 to 2002-03 reflects the name of Sri. S. Badra Reddy as owner and Khathedar of the schedule property.
- S. Whereas Sri. S. Badra Reddy, S/o. Late Sri. Sidda Reddy sold the SCHEDULE C PROPERTY to Sri. Prakash S/o. Narayanappa on 21/4/2003 vide Doc. No.430/03-04 in the office of the sub-registrar, Anekal. Subsequently all the revenue records were transferred to the name of Sri Prakash vide MR 18/2003-04 which is reflected in the RTC for the year 2003-04.
- T. Whereas Sri. Prakash S/o. Narayanappa subsequently sold the SCHEDULE C PROPERTY to Sri. Govindaraju, S/o. Doddaramanna on 4/4/2005 vide Document No. ANK-1-00255/05-06 stored in CD. No. ANKD57 in the office of the sub-registrar, Anekal.
- U. Whereas Sri. Govindaraju, S/o. Doddaramanna further sold the SCHEDULE C PROPERTY to Sri. R. Sudhakar, S/o. Late Sri. Rama Reddy on 27/10/2005 vide Doc. No. ANK-1-10113/05-06 stored in CD No. ANKD83 in the office of the sub-registrar, Anekal and all the revenue records were transferred to the name of Sri. R. Sudhakar based on the orders passed in MR 19/2005-06. The Record of Rights, Tenancy and Crop inspection for the years 2005-06 to 2011-12 reflects the name of Sri. R. Sudhakar as owner and Khathedar of the schedule property and is in peaceful possession and enjoyment of the same without any hindrance.
- V. WHEREAS SCHEDULE D PROPERTY was part of a larger extent of land admeasuring 6 Acres 22 Guntas, in Survey No.40, Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore belonging to Sri. Ramaiah Uruf Doddannaiah. He being in possession of the property executed Gift deed dated 02/04/1945 in favour of his Second Daughter Smt. Mangamma and Chikkamuniyappa, which is registered as Document No. 1363/1945-46, in Book – I, of Volume 538 at Pages 14 to 15, in the office of the Sub-Registrar, at Anekal Taluk, Bangalore for an extent of 2 Acres 07 Guntas in Survey Number 40 situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore. Subsequently, Smt. Mangamma under the gift deed dated 24/03/1969, which is registered vide Doc. No. 34/69-70 bequeathed the property which she acquired, to her Sister Venkatamma's daughter Smt. Munirathnamma the Vendor No.23 herein as Smt. Mangamma had no children. Based on the orders passed in MR 6/68-69, all the revenue records were transferred to the name of SMT. MUNIRATHNAMMA ALIAS SHANTHAMMA, the Vendor No.23 here in which is evident from the RTC and is in peaceful possession and enjoyment of the same without any hindrance.

W. WHEREAS SCHEDULE E PROPERTY was part of a larger extent of land admeasuring 6 Acres 22 Guntas, in Survey No.40, Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore belonging to Sri. Ramaiah Uruf Doddannaiah. Sri. Ramaiah Uruf Doddannaiah had gifted an extent of 2 Acres 07 Guntas to his Second Daughter Smt. Mangamma and Chikkamuniyappa vide Doc. No. 1363/1945-46. After the demise of Sri. Ramaiah Uruf Doddannaiah, his wife Smt. Narasamma executed Will dated 16/4/1966 which is registered as Document No. 48/66-67, in Book- III, in the office of the Sub-registrar at Anekal Taluk, Bangalore, bequeathing the remaining property in favour of her First daughter Smt. Venkatamma, Third daughter Smt. Sakamma, and fourth daughter Smt. Lakshamma. Further on 05/02/1981 Smt. Sakamma who had married Sri. S.V. Ramaiah S/o. Venkatappa, jointly executed a Will vide Doc. No.55/1980-81 in favour of their daughters Smt. Rajamma and Smt. Indramma. After the demise of Smt. Sakamma and Sri. S.V. Ramaiah, the entire revenue records including Katha pertaining to the SCHEDULE E PROPERTY were transferred to the name of SMT. RAJAMMA, Vendor No.46 here in, vide MR 29/2005-06 which is evident from the RTC and is in peaceful possession and enjoyment of the same without any hindrance.

X. WHEREAS SCHEDULE F PROPERTY measuring 4 Acres 08 Guntas in Survey No. 43/3 (previously considered as 43/1) belonged to Sri. Chinappa and on demise of Sri. Chinnappa his son Sri. C. Ramaiah, Vendor No.60 here in inherited the property which is evident from the RTC reflecting the name of Sri. C. Ramaiah as kathedar of the property and also person in possession of the property. Sri. C. Ramaiah being in possession of the property retained 2 Acres 08 Guntas with him and sold his right, title and interest in the property measuring 2 Acres in favour of Sri. K. Muniswamy (Munishami) on 11/09/1975 vide Doc. No.1482/1975-76, registered in the office of the sub- registrar, Anekal. Based on the orders passed in MR 4/75-76 all the revenue records were transferred to the name of Sri. K. Muniswamy (Munishami) which is evident in RTC. Subsequently Sri. K. Munishami (Munishami) executed a sale deed on 23/09/2004, in favour of Sri. C. Ramaiah vide Doc. No.12370/2004-05. All the revenue records were transferred to the name of Sri. C. Ramaiah vide MR H1/2014-15 which is evident from the RTC for relevant period. It is pertinent to note that in the RTC the Survey Number was wrongly mentioned as 43/1 instead of 43/3 which has been corrected on 04/07/2014 vide Order No. R.R.T (Phodi) CR/989/13-14 issued by Tahsildar and is in peaceful possession and enjoyment of the same without any hindrance.

Y. WHEREAS SCHEDULE G PROPERTY measuring 2 Acres 16 Guntas in Survey No. 41 was granted in favour of Late Sri. Chikkappaiah by the order passed by the Land Tribunal Anekal, granting occupancy right in case No. LRF 983/1975-76 dated 14/07/1981 and all the revenue records were transferred to his name. After the demise of Late Sri. Chikkappaiah the property was inherited by his wife SMT. KAMALAMMA, Vendor No.81 here in vide MR H14/2013-14. Thus and therefore all revenue records were transferred in favour of SMT. KAMALAMMA which is

evident from the RTC for the relevant period. It is vital to note that SMT. KAMALAMMA had applied for the permission to sell SCHEDULE G PROPERTY for which Tahsildar has issued an Endorsement on 15/08/2014 stating permission for sale of SCHEDULE G PROPERTY is not required as condition period for non-alienation is completed.

Z. WHEREAS, the VENDORS and the PROMOTER have formulated a scheme for development of the SCHEDULE PROPERTY, whereby the PROMOTER shall develop the SCHEDULE PROPERTY in to a residential layout in the name and style of "ASSET ARCADIA", after obtaining the plan sanction from Anekal Planning Authority, with common entrances, Parks, internal roads & common amenities etc., along with such specifications as set out in Annexure attached hereto;

AA. WHEREAS, with a view to give effect to the aforesaid scheme, the VENDORS have entered into a Joint Development Agreements and have also executed General Power of Attorneys in favour of PROMOTER has detailed here under:

- (A) Vendor no 1 to 15 have entered Joint Development Agreement dated 10/10/2012 in favour of the PROMOTER which is registered as document No. SRJ- 1 - 03825/2012-13 stored in CD No.SRJD109 registered in the office of the Sub-Registrar at Sarjapura and also has executed General Power of Attorney on the same day in favour of PROMOTER which is registered as Doc. No. SRJ – 4 – 00281/2012-13 stored in CD. No. SRJD109 in the office of the Sub-Registrar at Sarjapura.
- (B) Vendor no 16 to 20 have entered Joint Development Agreement dated 10/10/2012 in favour of the PROMOTER which is registered as document No. SRJ- 1 - 03821/2012-13 stored in CD No.SRJD109 registered in the office of the Sub-Registrar at Sarjapura and also has executed General Power of Attorney on the same day in favour of PROMOTER which is registered as Doc. No. SRJ – 4 – 00278/2012-13 stored in CD. No. SRJD109 in the office of the Sub-Registrar at Sarjapura.
- (C) Vendor no 21 to 22 have entered Joint Development Agreement dated 10/10/2012 in favour of the PROMOTER which is registered as document No. SRJ- 1 - 03823/2012-13 stored in CD No.SRJD109 registered in the office of the Sub-Registrar at Sarjapura and also has executed General Power of Attorney on the same day in favour of PROMOTER which is registered as Doc. No. SRJ – 4 – 00279/2012-13 stored in CD. No. SRJD109 in the office of the Sub-Registrar at Sarjapura.
- (D) Vendor no 23 to 60 have entered Joint Development Agreement dated 01/10/2014 in favour of the PROMOTER which is registered as document No. ABL- 1 - 05272/2014-15 stored in CD No.ABLD224 registered in the office of the Sub-Registrar at Anekal Taluk and also has executed General Power of Attorney on the same day in favour of PROMOTER which is registered as Doc. No. ABL – 4 – 00208/2014-15 stored in CD. No. ABLD224 in the office of the Sub-Registrar at Anekal Taluk.

(E) Vendor no 61 to 89 have entered Joint Development Agreement dated 10/10/2014 in favour of the PROMOTER which is registered as document No. ABL- 1 - 05269/2014-15 stored in CD No.ABLD224 registered in the office of the Sub-Registrar at Anekal Taluk and also has executed General Power of Attorney on the same day in favour of PROMOTER which is registered as Doc. No. ABL – 4 – 00207/2014-15 stored in CD. No. ABLD224 in the office of the Sub-Registrar at Anekal Taluk.

WHEREAS the PROMOTER with the intention to form residential layout known as “ASSET ARCADIA” has obtained the Layout Plan Sanction from Anekal Planning Authority vide No. LAO/98/2014-15, dated 16/04/2015.

WHEREAS under the Said Joint Development Agreements the PROMOTER and the VENDORS have agreed to share the total Saleable Area in the residential layout in the ratio of 40:60% respectively;

WHEREAS, under the scheme of development envisaged in the Said Joint Developments, the PROMOTER is required to develop the Schedule Property, after obtaining all required approvals from the appropriate approvals, in to a Residential Lay Out with Roads, Parks, Power, Water Supply System Etc. and the OWNERS (VENDORS herein) are required to convey ownership of the PLOTS/SITES to such purchaser subject to the rights, covenants and obligations, appended hereto, which is required to be observed and performed by the latter;

WHEREAS, the PURCHASER above named being interested to purchase the Plot No.100, Asset Arcadia, admeasuring an Area of 1200 Sft, more fully set out in the Schedule below and hereinafter referred to as the SCHEDULE H PROPERTY, has approached the PROMOTER for the purchase of Schedule H property.

WHEREAS, under the Supplementary Agreement dated 8th January 2016, the Schedule H Property has been allocated to the share of the PROMOTER who is entitled to receive the consideration for the same in its name;

WHEREAS the PURCHASER herein has scrutinized the documents of title with regards to the Schedule Property and after being satisfied with the VENDORS' title to the Schedule Property, the Lay Out Plan, and specifications specified in Annexure, has agreed to purchase the Schedule H Property on the terms and conditions contained herein;

NOW THIS DEED OF AGREEMENT FOR SALE WITNESSETH:

- 1) That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto, the VENDORS hereby agree to sell and the Purchasers hereby agrees to purchase from the VENDORS, the

Schedule H Property, subject to the terms, conditions and covenants herein contained, for a total sale consideration of Rs._____/= (Rupees _____ Only) subject to the following terms and conditions:

- i) The Purchaser has paid a total advance of Rs._____/= (Rupees _____ Only) by Check No. _____ dated _____, drawn on _____, before the under mentioned witnesses.
- ii) The PURCHASERS agree to pay the balance sale consideration of Rupees _____ (Rs.____/=) to the PROMOTER strictly with in THIRTY DAYS from the date of this Agreement without demand or default. The PURCHASERS agree that the time for payment of the balance sale consideration is the essence of the contract.
- iii) Thus and therefore the PURCHASERS shall complete the purchase and subsequent registration of the schedule property with in THIRTY DAYS from the date of this agreement.
- iv) Any default by the PURCHASER in payment of the remaining sale consideration for whatsoever reasons, shall be construed as a breach of contract by the PURCHASER and without prejudice to any other rights, the PROMOTER at its sole option / discretion shall be entitled to:

(A)continue with this Agreement and claim the amounts in default/arrears with interest at the rate of 15% per annum from the date of default to the date of payment; or

(B) at any time after the date of default, treat a sum equivalent to 15% of the sale consideration payable hereunder and adjust it as liquidated damages from and out of the moneys paid by the PURCHASER and rescind this Agreement and sell the Site hereby agreed to be conveyed to any other person on such terms and conditions as they deem fit. The balance money, if any, due to the PURCHASERS shall be paid within Sixty Days from the date of disposal of the Plot/Site to any third party. 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 / PROMOTER shall have the right to

claim the difference between the amount paid and the liquidated damages from the PURCHASER.

- 2) In addition to the sale consideration payable, the Purchaser shall also be liable to pay on demand: -
 - a. The stamp duty, registration and legal charges including miscellaneous expenses in regard to the registration of Schedule H Property in their favour.
 - b. The khata transfer cost and other miscellaneous expenses relating thereto.
 - c. A sum of Rs.50,000/= (Rupees Fifty Thousand only) towards Maintenance Corpus Deposit, which shall be payable, Seven days prior to the registration.
3. The Purchaser shall be entitled to the rights enumerated in the Schedule I hereto and shall be bound by the obligations specified in Schedule J hereto in regard to the Schedule H Property to be purchased by the PURCHASER from the PROMOTER and the enjoyment of the grounds, common areas and amenities and other matters connected therewith and the terms therein are part and parcel of this Agreement. The Rights and Obligations set out in the Schedule I and J shall run with the Site and shall be binding on the PURCHASER or his/her tenants or legal heirs or successors in interest or assignees or any person claiming through or under them and therefore shall be observed and performed by them at all times so long as they own or occupy the said flat.
4. THE VENDORS AND THE PROMOTER COVENANT WITH THE PURCHASER AS FOLLOWS:
 - (a) That the sale of the Schedule H Property in favour of the Purchaser shall be free from attachments, encumbrances, court proceedings or charges or any kind;
 - (b) That the VENDORS are the joint VENDORS of the Schedule Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same;
 - (c) That the VENDORS agree to do and execute all acts, deeds and things, as may be required by the PURCHASER, for more fully and perfectly assuring the title of the PURCHASER to the Schedule Property and the Schedule H Property;

- (d) That the VENDORS shall not convey to any other person, any interest in the Schedule Property without incorporating the covenants and stipulations as are agreed to and undertaken as between the VENDORS and the PURCHASER as per this Agreement;
- (e) That the VENDORS / PROMOTER shall pay all taxes, rates and cesses in respect of the Schedule Property upto the date to the date of registration of sites in the name of prospective purchasers.

5. THE PURCHASER COVENANTS WITH THE VENDORS AND PROMOTER AS FOLLOWS:

- (a) That the Purchaser shall not be entitled to claim conveyance of his Plot/Site formed out of the Schedule Property until the Purchaser fulfils and performs all obligations and completes the Total Payments under this Agreement;
 - (b) 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 the PROMOTER. The VENDORS and the PROMOTER shall not be required to provide such consent unless the PURCHASER pays to the PROMOTER, a transfer fee of 5% of the sale consideration payable hereunder.;
 - (c) The PURCHASER shall observe and abide by the byelaws for the Residential Layout/Complex, rules and regulations, bye laws prescribed by the Government/Statutory Authority in regard to OWNERSHIP and/or enjoyment of the Schedule H Property;
6. The Parties agree that in case of any dispute arising in respect of this Agreement, the matter shall only be referred to arbitration of an Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the Parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Bangalore and the courts in Bangalore shall alone have jurisdiction in this regard.
7. The Parties acknowledge that this Agreement contain the whole agreement between the Parties and the Parties have not relied upon any oral or written representation made.

SCHEDULE A PROPERTY

All that piece and parcel of converted land bearing Survey No.125 ADMEASURING A TOTAL EXTENT OF THREE (3) ACRES AND ONE (01) GUNTA situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East: Land in Survey No.56;

West: Land in Survey No.34;

North: Land in survey No.33;

South: Land in survey No.58.

The said land bearing Survey No. 125 has been converted from agricultural use to non-agricultural residential use vide an Official Memorandum bearing No. ALN (ASH) SR 143/2012-13, dated 3rd October 2012, issued by the Deputy Commissioner, Bangalore.

SCHEDULE B PROPERTY

All that piece and parcel of converted land bearing Survey No. 34 ADMEASURING A 1 Acres 06 Guntas, out of 1 Acres 33 Guntas situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East : Survey No.125;

West : Land in Survey No.38;

North : Remaining land in Survey No.34;

South : Land in Survey No.32 and 38.

The said land bearing Survey No. 34 has been converted from agricultural use to non-agricultural residential use vide an Official Memorandum bearing No. ALN (ASH) SR 145/2012-13, dated 3rd October 2012, issued by the Deputy Commissioner, Bangalore.

SCHEDULE C PROPERTY

All that piece and parcel of converted land bearing Survey No. 38/2 ADMEASURING A 1 Acre 11 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East	:Land in Survey No.34;
West	:Land in Survey No.40;
North	:Land in Survey No.38/1;
South	:Land in Survey No.38/3.

The said land bearing Survey No. 38/2 has been converted from agricultural use to non-agricultural residential use vide an Official Memorandum bearing No. ALN (ASH) SR 144/2012-13, dated 3rd October 2012, issued by the Deputy Commissioner, Bangalore.

SCHEDULE D PROPERTY

All that piece and parcel of converted land bearing Survey No.40 ADMEASURING A 2 Acres 07 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East by	:	Property in Sy.No. 38;
West by	:	Property in Sy.No. 41;
North by	:	Remaining property in Sy.No. 40;
South by	:	Property in Sy.No. 39;

The Schedule Property has been converted from agricultural use to Non-agricultural residential use vide an Official Memorandum bearing No. ALN(ASH) SR 234/2013-14, dated 24/02/2014, issued by the Deputy Commissioner, Bangalore.

SCHEDULE E PROPERTY

All that piece and parcel of land bearing Survey No. 40 ADMEASURING A 29 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East by : Remaining land in Sy. No. 40;

West by : Remaining land in Sy.No. 40;

North by : Land in Sy.No. 43;

South by : Remaining land in Sy.No. 40.

The Schedule Property has been converted from agricultural use to Non-agricultural residential use vide an Official Memorandum bearing No. ALN(ASH) SR 235/2013-14, dated 24/02/2014, issued by the Special Deputy Commissioner, Bangalore District.

SCHEDULE F PROPERTY

All that piece and parcel of land bearing Survey No. 43/3 (previously considered as Sy. No. 43/1) ADMEASURING A extent of 4 Acres 08 Guntas (excluding 03 Guntas karab), situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East by : Land in Sy.No. 43/1, 43/2 and Sy.No. 40;

West by : Land in Sy.No. 19 and Sy.No. 42;

North by : Land in Sy. No. 10;

South by : Land in Sy.No. 41;

The Schedule Property has been converted from agricultural use to Non agricultural residential use vide an Official Memorandum bearing No. ALN(ASH) SR 54/2014-15 dated 03/09/2014, issued by the Special Deputy Commissioner, Bangalore District.

SCHEDULE G PROPERTY

All that piece and parcel of land bearing Survey No. 41 ADMEASURING A extent of 2 Acres 16 Guntas, situated at Sollepura Village, Sarjapura Hobli, Anekal Taluk, Bangalore and bounded on the:

East by : Land in Sy.No. 40;

West by : Land in Sy.No. 42;

North by : Land in Sy. No. 43;

South by : Land in Sy.No. 27;

The Schedule Property has been converted from agricultural use to Non-agricultural residential use vide an Official Memorandum bearing No. ALN(ASH) SR 55/2014-15 dated 03/09/2014, issued by the Special Deputy Commissioner, Bangalore District.

:SCHEDULE PROPERTY:

(Composite Schedule of the Property measuring 14 Acres 38 Guntas)

All that piece and parcel of land bearing Survey No. 125 measuring 3 Acres 01 Guntas, Survey No. 34 measuring 1 Acres 06 Guntas, Survey No. 38/2 measuring 1 Acres 11 Guntas, Survey No. 40 measuring 2 Acres 36 Guntas, Survey No. 43/3(previously considered as Survey No.43/1) measuring 4 Acres 08 Guntas (excluding 03 Guntas karab) and Survey No. 41 measuring 2 Acres 16 Guntas, admeasuring a total extent of 14 Acres 38 Guntas, situated adjacent to each other as a single block in Sollepura Village, Sarjapura Hobli, Anekal Taluk and bounded as follows:

East	:	Sy No. 10 and Sy No. 39 and Sy No. 58 and Sy no. 56 and Remaining portion of Sy no.43/3, 40, 38, 34;
West	:	Sy No. 35 and Sy No. 19 and Sy No. 42 and Remaining portion of Sy No. 38 , 34 , 40 , 43/3,;
North	:	Sy No. 33 and Sy No. 10 and Sy No. 19 and Remaining portion of Sy no. 40, 38, 34 ;
South	:	Sy No. 27 and Sy No. 39 and Sy No. 35 and Sy No. 32 and Sy No. 58 and Remaining Part of Sy No. 38 , .

:SCHEDULE H PROPERTY:

All that piece and parcel of Immovable Property being Residential Lay Out identified and known as "ASSET ARCADIA", approved by Anekal Planning Authoity, Vide reference No.APA/LAO/98/2014-15, dated 16/04/2015 formed out of Survey Nos. 125, 34, 38/2, 40, 43/3(previously considered as Survey No.43/1) and 41 of Sollepura Village, Sarjapura – 2 Hobli, Anekal Taluk, Bangalore Urban District, consisting of 14 Acres and 38 Guntas in total. **THE PROPERTY AGREED TO BE SOLD HEREIN IS THE RESIDENTIAL SITE No_____ (SITE NUMBER _____) OF THE ABOVE SAID LAY OUT, measuring East to West 36'2" +**

12'9"/2 and North to South 95'0" + 90'9"/2, in all admeasuring an area of 2272 Square Feet, of the above said Lay Out and BOUNDED on the:

East by:..... ;

West by: ;

North by: ;

South by: ;

SCHEDULE I RIGHTS OF THE PURCHASER

The Purchaser shall have the following rights in respect of the Schedule H Property and the Building/s:

- 1) The right to own and use the site/s or building only for residential purposes.
- 2) The right and liberty to the Purchaser and all persons entitled, authorised or permitted by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) at all times, and for all purposes, to use the common areas in the residential layout for ingress and egress and use in common without hindering or encroaching upon the lawful rights of other co-VENDORS in residential layout.
- 3) The right to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the layout/Building/s 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 layout/Building/s or any part thereof.
- 4) Right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the layout/Building/s, however, recognizing and reciprocating such rights of the other OWNERS.
- 5) Right of entry and passage for the Purchaser with/without workmen to other parts of the layout/Building/s at all reasonable times after notice to enter into and upon other parts of the layout/Building/s for the purpose of repairs to or maintenance of the Plot/villa 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 co- OWNERS and making good any damage caused.

SCHEDULE J OBLIGATIONS OF THE PURCHASER

- 1) To use the site and the building that may be constructed on the site as a private residence and the car-parking space for parking a light vehicle and not for any other purpose;
- 2) Not to use or permit the use of the site and the building that may be constructed on the site in a manner which would diminish the value or the utility therein.

- 3) Not to use the space left open after construction of villa in the Schedule H Property in any manner which might cause hindrance or obstruct the free movement of vehicles parked in the parking spaces.
- 4) Not to default in payment of any taxes or levies and expenses to be shared by the other co- OWNERS in the Schedule H Property.
- 5) Not to make any arrangements for maintenance of the layout/Building/s for ensuring common amenities herein for the benefit of all concerned.
- 6) The Purchaser shall have no objection whatsoever to the PROMOTER managing common areas or entrusting the same to a maintenance company and pending the same, the PROMOTER shall retain the management and the Purchaser have given specific consent to this undertaking.
- 7) The Purchaser shall become Member/s of the OWNERS Association and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms hereof.
- 8) The Purchasers and other OWNERS of the Sites in "ASSETARCADIA" shall deposit a sum Per Square Foot of the sital area of site per month as may be decided by the PROMOTER, for 60 Months towards maintenance and management of the common areas and facilities in residential layout "ASSET ARCADIA" (subject to further revision from time to time) and any deficit/short fall will be made good by the Purchaser proportionately.
- 9) No OWNERS including the Purchaser can get exempted from liability for contribution towards common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of villa.
- 10) The Purchaser shall from the date of handing over possession, maintain the site and the building that may be constructed on the site at his cost in a good and tenantable condition and shall not do or suffer to be done anything in or to the said site/villa and/o.r common passages, or the compound which may be against the rules and bye-laws of the municipal body or any other authority.
- 11) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective Purchasers in "ASSET ARCADIA" that:-
 - a) The site and the building that may be constructed on the site number shall be put in standardized letters and colouring only at the entrance of the particular Site/Plot but at no other place and the number/s shall not be altered.
 - b) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser in the residential Layout/Building/s.
 - c) The Purchaser shall not do anything that may adversely affect the aesthetic appearance / beauty of the residential layout / Building/s, nor do anything in the compound of the Property which may cause any nuisance or obstruction or hindrance to the other OWNERS.
 - e) Any further or other construction that may be permitted hereafter by the bodies and authorities (over and above the construction already sanctioned as

aforesaid) such construction may be carried out by anD/o.r at the direction of the VENDORS. The Purchaser shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount anD/o.r rebate anD/o.r abatement in the above mentioned consideration.

- 12) Since the Purchaser is to own the individual sites in the Schedule Property, it is specifically agreed that the Purchaser shall be entitled in common with the purchasers/holders of the other site/villas in the project, to use and enjoy the common areas and facilities listed hereunder:
 - a) Entrance and Common Passages;
 - b) All other Amenities and Facilities that are provided in the project.
- 13) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other Sites/Plots and Purchaser specifically shall not:-
 - a. Close the passages and parking spaces and other common areas;
 - b. Default in payment of any taxes or levies to be shared by the other OWNERS of the Schedule Property or common expenses for maintenance of the residential Layout/Building/s;
 - c. Create nuisance or annoyance or damages to other occupants and OWNERS by allowing pounding, running machinery and causing similar disturbances and noises;
 - d. Install machinery, store/keep explosives, inflammable / prohibited articles which are hazardous, dangerous or combustible in nature;
 - e. Use the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time;
 - f. Bring inside or park in the Schedule Property any lorry or any heavy vehicles;
 - h) Use the Site/Villa or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes;
 - i) Throw any rubbish or used articles in Schedule Property;
 - j) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the VENDORS in the project;
 - k) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the project;
- 14) The Purchaser shall maintain at Purchaser's cost the site and the building that may be constructed on the site, Garden Area Etc. in good condition, state and order and shall abide by all the laws and regulations of the Government, Bangalore Metropolitan Regional Development Authority, Anekal Planning of Authority City Municipal Council and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms hereof.

- 15) The Purchaser shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Building/s in common with the other 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 OWNERS the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts, generator, etc., and to use the same as aforesaid and/o.r in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed in the residential layout.
- 16) The Purchaser shall permit the OWNERS and/o.r OWNERS Association or their agents with or without workmen at all reasonable times to enter into and upon the project or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said project 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 Plots/Villas or other common areas of the layout or to the occupiers of layout as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 17) The Purchaser shall pay to the OWNERS Association as the case may be, from the date of delivery of possession of the Plot/Site/villa, such sums to defray the following expenses in proportion to his/her/their share in the Plot/Site/villa and any deficit to be made good proportionately.
 1. Expenses for maintenance of pump sets, generators and other machineries, sanitary and electrical connections in the project layout, including the cost of AMC's for these equipments;
 2. Electricity consumption charges for running all common services and lighting the common areas, all open areas and water consumption charges in the Building/s;
 3. Costs of replacement of electrical fittings and bulbs in all common areas, roads and open places;
 4. Expenses for maintenance of the project, white washing and colour washing of common areas and the compound wall;
 5. Expenses incurred in the maintenance of landscape, pots and other plants in the project common to all;
 6. Salaries and wages payable to the property manager, security guards, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;
 7. Such other expenses which are common in nature and not attributable to any unit in particular but relates to the Project in general.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT IN
THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

Witnesses

1)

VENDORS

2)

Represented by GPA Holder

PROMOTER

Purchasers

Annexure

SPECIFICATIONS

- Compound wall.
- Avenue Trees.
- Street Lights.
- Asphalted Roads.
- Security cabin.
- Overhead Water Tank.
- Water storage sump.
- Underground water supply system.
- Underground Power supply cabling.
- Sewage treatment Plant.
- Box Type Open Storm Water Drains.