

## **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** IS MADE AND EXECUTED ON THIS  
THE ----- DAY OF AUGUST TWO THOUSAND TWENTY FIVE (---  
/08/2025) AT HOSKOTE:

BY :

**1. Sri. T.M.RAMESH**

Aged about 53 years,  
S/o Sri.Muniyappa Reddy,  
R/at No.410, Sapthagiri Nilaya,  
11<sup>th</sup> Main, 5<sup>th</sup> Cross, BEML Layout,  
VTC Thubarahalli,  
Bangalore-560066  
Aadhar No.9704 5235 5381

**2. M/s CHETAN PROJECTS**

A Partnership Firm,  
having its registered Office at:  
D.No.302, No.576, Sai Geetha Nilaya,  
15<sup>th</sup> Cross, BEML Layout,  
Thubarahalli Village,  
Bangalore-560037.  
**PAN No.AASFC2311E**

Represented its Partners

- a) Sri. K.N.Shiva Reddy, Aged about 56 years  
Son of Sri.Nanjudappa,
- b) Sri. Edagotti Giri Prasad, aged about 35 years,  
Son of Sri.Edagotti Marappa,

**3. Sri. PALAKOLANU RAVINDRA REDDY,**

Aged about 43 years,  
S/o Sri.Palakolanu Janaki Rami Reddy,  
R/at Flat No.103, SRJ Residency, Block-A,  
PR Layout, Munnekolalla,  
Bangalore -560037.  
Aadhar No.6136 9445 2342

**4. Smt. KADATHALA JYOTHI**

Aged about 32 years,  
W/o Sri.Kadathala Nagireddy,  
R/at 5-5-293/1/529, W.P. Prashanth Nagar,  
Vanastalipuram, K.V.Rangareddy,

Telangana State-500070,  
Aadhar No.7038 2283 5441

**Represented by their registered GPA Holder:**

**M/s. AAKRITI PROJECTS**

A Partnership Firm,  
having its office at  
No.257, SAMRUDDI NILAYA,  
Chikkabanahalli Main Road,  
Opp.Sumadhura Shikaram,  
Seegehalli, Bengaluru-560067.

**PAN:** ACFFA7272H

Represented by its Managing Partners:

**a) Sri.G.BALASUBRAMANYAM,** Aged about 46 years,  
Son of Sri. Munaswamy Naidu.G  
Aadhaar No. 9476 4180 8565

**b) Sri.SHEKAR.G,** Aged about 48 years,  
Son of Sri. Gurappa.M  
Aadhaar No. 3842 9498 4153

Hereinafter referred to as the **“OWNERS/VENDORS/PARTIES OF THE FIRST PART”** which term wherever the context so applies shall mean and include their respective legal heirs, executors, administrators, legal representatives, successors, assigns, etc., of the ONE PART.

AND :

**M/s. AAKRITI PROJECTS**

A Partnership Firm,  
having its office at  
No.257, SAMRUDDI NILAYA,  
Chikkabanahalli Main Road,  
Opp.Sumadhura Shikaram,  
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Son of Sri. Munaswamy Naidu.G  
Aadhaar No. 9476 4180 8565

**b) Sri.SHEKAR.G,** Aged about 48 years,

Son of Sri. Gurappa.M  
Aadhaar No. 3842 9498 4153

Hereinafter referred to as the **'DEVELOPER/PARTY OF THE SECOND PART'** (which term wherever the context so applies shall mean and include the Partnership Firm, its Partners, legal heirs, legal representatives, executors, administrators and assigns etc.) of the SECOND PART.

**IN FAVOUR OF:**

Mr/Mrs  
Aged about

R/at

Hereinafter called the **'PURCHASER/ALLOTTEE'** shall wherever the context so applies shall mean and include his/her/their respective Legal Heirs, Assigns, Successors, Executors, Administrators, Legal Representatives, etc., of the THIRD PART.

The Vendors, Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

A)"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

B)"Appropriate Government" means the Government of Karnataka;

C)"Rules" means the Karnataka Real Estate (Regulation and Development) Rules, under the Real Estate (Regulation and Development) Act, 2016;

D)"Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

E)"Section" means a section of the Act.

**WITNESSETH:**

WHEREAS, the FIRST PARTY/OWNERS are the absolute owners and in peaceful possession and enjoyment of the two items of Non-Agriculture Residential converted properties i.e. i). All that part and parcel of converted land bearing Sy.No.3/2, Old Sy.No.3, measuring to an extent of 1 Acre 05.04.00

Guntas, Situated at Varadapura Village, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which is duly converted for non-agriculture residential purpose vide O.M.No.577262, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist., which property morefully described in the Item No.1 of Schedule-A hereunder and hereinafter referred to as Item No.1 of Schedule A property, for the sake of brevity and ii) All that part and parcel of converted land bearing.Sy.No.2/4, Old Sy.No.2/1, measuring 19.12 Guntas, Situated at Varadapura Village, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which duly converted for non-agriculture residential purpose vide O.M.No.577263, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist., which property is morefully described in the Item No.2 of Schedule-A hereunder and hereinafter referred to as Item No.2 of Schedule A property, for the sake of brevity, having acquired the same in terms of Sale Deed dated 10-10-2023, registered vide document No.HSK-1-09679-2023-24, of Book-I, registered in the office of Sub-Registrar, executed by previous owner Smt.Lakshmamma alias Dodda Lakshmamma Daughter of late Gare Narayanappa, for valuable sale consideration, followed by Deed of Rectification dated 10-06-2024, which registered on 11-06-2024, registered vide document No.HSK-1-03951-2024-25, of Book-I, registered in the office of Sub-Registrar, Hosakote, executed by Smt.Lakshmamma alias Dodda Lakshmamma Daughter of late Gare Narayanappa in favour of Owners herein and ever since then the First party /Owners are in peaceful possession of the Same.

**AND WHEREAS**, the Owners have converted the Item No.1 and Item No.2 of Schedule A property for non-agriculture residential purpose before the office of Deputy commissioner, Bengaluru Rural District, vide Official Memorandum bearing No.577262, dated 21-12-2023 and vide Official Memorandum bearing.577263, dated 21-12-2023, respectively.

**AND WHEREAS**, the Item No.1 and No.2 properties are adjacent to each other, having common boundaries, hence for the sake of convenience Item No.1 and 2 properties are composited as one unit, which is morefully described in the 'COMPOSITE SCHEDDULE PROPERTY and hereinafter referred to as "**SCHEDULE A PROPERTY**".

**WHEREAS**, thus in the manner the First Party/Owners become the absolute owners in possession of the **SCHEDULE A PROPERTY**.

WHEREAS, the Owners/Vendor herein had entered into a registered a Joint Development Agreement dated 28-06-2024, in favour of M/s Aakriti Projects, A partnership firm, represented by its Managing Partners Sri.G.Balasubramanyam and Sri.Shekar.G (hereinafter referred to as Developers) which registered as Document No.HSK-1-05159/2024-25, of Book-I, before the Office of the Sub-registrar Hosakote with the Developer above named for the development of Schedule A Property into a Residential Apartment

Building. Pursuant to the said Joint Development Agreement the Owners herein have also granted a registered General Power of Attorney dated 28-06-2024, in favour of the Developer, vide registered as Document Document No.HSK-4-00299-2024-25, of Book-4, before the Office of the Sub-registrar Hosakote, inter alia empowering and authorizing the Developer to act as their Agent in the matter of development of the said lands into a Residential Apartment Buildings and to sell the Developer's share as per the terms of said Joint Development Agreement.

WHEREAS, subsequent thereto the Developer has obtained the sanctioned plan for the construction of the Multi Storied Residential Apartment Building and as per the terms of the sanctioned plan the Developer will be constructing the Multi Storied Residential Apartment Building and will be putting up Multi Storied Residential Apartment Building comprising of Stilt + **Ground + ----** Upper floors for Residential Apartment Building under the name and style of "-----".

WHEREAS the Real Estate Regulatory Authority has registered the **Project vide Registration No. -----**, in accordance with the provisions of section 5 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as '**the Act**'.

WHEREAS, as per the terms of the registered Joint Development Agreement and the subsequent sharing Agreement dated -----the Flat bearing **No.----- in ----- Floor**, in the project "-----", has fallen to the share of the **Developer/Promoter**.

WHEREAS the Purchaser/s herein has/have scrutinized the title deeds with regards to the Schedule 'A' Property and after being satisfied with the title of the Owners, the rights of the Owners and the Scheme formulated by the Owners and the Developer, has agreed to join the said scheme and has requested the Developer to nominate the Purchaser/s for Schedule 'A' Property, corresponding to the Apartment being constructed by the Purchaser/s through the DEVELOPER under a separate agreement.

WHEREAS the PURCHASER herein as the nominee of the Developer has come forward to purchase an extent of **-----Sq.feet** undivided share of land in the Schedule 'A' Property, which undivided share of land is morefully described in the **Schedule 'B'** hereunder for a valuable consideration mentioned herein below, subject to the condition that the PURCHASER/S shall obtain the construction of the above said Flat, with car parking which shall be earmarked at the time of registration and delivery of possession of the apartment and proposed to be constructed on the Schedule 'A' Property, which Flat is allotted to the share of the DEVELOPER and is morefully

described in the **Schedule 'C'** hereunder under an integrated scheme of construction by the in terms of the Construction Agreement of even date and whereas the PARTIES hereto after mutual negotiations have agreed to reduce the terms into writing and there being no legal impediment, this AGREEMENT FOR SALE OF UNDIVIDED SHARE OF LAND is made.

**NOW THIS AGREEMENT FOR SALE OF UNDIVIDED SHARE OF LAND WITNESSETH AS FOLLOWS:**

1. The Owners/Developer hereby agree to sell the Schedule "B" Property to the PURCHASER/S who is the nominee of the DEVELOPER and the PURCHASER/S hereby agree/s to purchase the Schedule "B" Property for a valuable consideration of **Rs-----/- (Rupees -----Only)** as absolute estate free from all encumbrances, claim, charges.

2. The PURCHASER/S has/have paid the Advance Sale Consideration of **Rs.-----/- (Rupees ----- Only)** to the DEVELOPER, in the following manner:

a)

the receipt of which is hereby admitted and acknowledged by the DEVELOPER.

2.1) The Purchaser shall pay the Balance sale Consideration to the Developer at the time of registration of the Absolute Deed of Sale.

3. Subject to the PURCHASER/S fulfilling the terms and conditions of this Agreement of Sale of Undivided Land, the DEVELOPER shall execute the Sale Deed as the duly constituted attorney of the OWNERS subject to the DEVELOPER fulfilling the terms of the Construction Agreement and against the payment of all dues to the DEVELOPER.

3.1) The Developer agrees and understands that timely delivery of possession of the [Apartment/Plot] to the Purchaser is the essence of the Agreement. The Developer assures to hand over possession of the [Apartment/plot] unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ('Force Majeure'). If however, the completion of the project is delayed due to the force majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the [Apartment/plot], If the Developer further delays the completion and handing over the Apartment to the

Purchaser/s, the PURCHASER/S shall be entitled to claim the penalty as per the provisions of RERA.

4. The OWNERS hereby assure the PURCHASER/S that the Schedule 'B' Property is a portion of the Schedule 'A' Property and that the OWNERS has a valid and subsisting right, title and interest to sell the Schedule 'B' Property through their attorney holder to the PURCHASER/S.

5. The DEVELOPER has delivered all the copies of the documents of the Schedule 'A' Property to the PURCHASER/S and the original documents of title shall be delivered to the custody of the Condominium of Owners to be formed after the completion of the project.

6. The OWNERS through the attorney holder shall put the PURCHASER/S in joint possession of the Schedule 'B' Property along with the other co-owners of the Schedule 'A' Property at the time of registration of the sale deed and the DEVELOPER shall deliver legal possession of the Schedule 'B' Property at the time of registration of the Sale Deed Subject to all payments due to the Owners/DEVELOPER under this Agreement and the Construction Agreement, are paid by the Purchaser/s;

7. The PURCHASER/S shall be liable to pay the property tax and other cess in respect of the Schedule 'B' Property from the date of registration of the Sale Deed.

8. The cost towards the registration charges, stamp duty, professional charges and miscellaneous expenses shall be exclusively borne by the PURCHASER which is included in the offer letter and accepted by the PURCHASER.

9. The "B" Schedule hereby agreed to be sold to the PURCHASER is the undivided share of the "A" Schedule Property.

10. The PARTIES herein shall mutually co-operate for the implementation of the terms and conditions contained herein for the smooth completion of the sale transaction.

11. All letters, receipts or notices issued by the Owners dispatched under Registered Post Acknowledgement Due/Courier Service to the address of the Purchaser/s given in this agreement will be sufficient proof of service thereof on the Purchaser/s and shall effectually discharge the Vendors from the obligations to issue any further notice;

12. The Parties agree that in case of any dispute arising in respect of this agreement, the matter shall be referred to arbitration of an arbitrator, in consonance with the provisions of the Indian 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 hereto. The seat of arbitration shall be Bangalore; The proceedings shall be held at Bangalore and conducted in the English language. The Courts in Bangalore shall alone have jurisdiction with regard to this agreement.

13. The Schedule 'A' Property on which the Building is to be constructed will be held by all the Apartment Owners as "CO-OWNERS" each having an undivided share therein as per the terms and conditions of the Deed of Conveyance obtained from the Owners and all passages, lobbies, staircase, water lines, sewer lines as also the other areas which are used in common by the Apartment Holders, will belong to and vest in the Apartment Owners, to be used by all of them jointly and in common and none of the Apartment Owners shall place any obstructions or store or keep any articles in the common areas;

14. The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground, the progress of the construction of the Building or any part thereof;

15. Save and except what are hereinbefore provided, the rights and obligations of the PARTIES herein shall be governed by the law in force.

## **SCHEDULE A PROPERTY**

### **ITEM No.1**

All that part and parcel of Residentially converted un-developed land bearing **Sy.No.3/2**, Old Sy.No.3, measuring to an extent of **1 Acre 05.04 Guntas**, Situated at **VARADAPURA VILLAGE**, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which is converted for non-agriculture residential purpose vide O.M.No.577262, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist., together with all rights, appurtenances, whatsoever underneath or above the surface and bounded on the:-

East by : Land in Sy.No.2/4,  
West by : Road,  
North by : Land in Sy.No.3/1,  
South by : Road and private property.

### **ITEM No.2**



All that part and parcel of Residentially converted un-developed land bearing **Sy.No.2/4**, Old Sy.No.2/1, measuring to an extent of **19.12 Guntas**, Situated at **VARADAPURA VILLAGE**, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which is converted for non-agriculture residential purpose vide O.M.No.577263, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist., together with all rights, appurtenances, whatsoever underneath or above the surface and bounded on the:-

East by : Land in Sy.No.2/2,  
 West by : Land in Sy.No.3/2  
 North by : Land in Sy.No.2/6  
 South by : Kannurahalli Border

(Item No.1 and Item No.2 are totally measuring 1 Acre 25 Guntas)

### **COMPOSITE SCHEDULE PROPERTY**

(clubbing of Item No.1 & 2)

ALL THAT PIECE AND PARCEL OF, residential property bearing Municipal Katha No.38-126-3/2, Assessment No.15768/2/4/3/2, carved out of Residentially converted land bearing **Sy.No.3/2**, Old Sy.No.3, measuring to an extent of **1 Acre 05.04 Guntas**, Situated at **VARADAPURA VILLAGE**, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which is duly converted for non-agriculture residential purpose vide O.M.No.577262, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist. and Residentially converted land bearing **Sy.No.2/4**, Old Sy.No.2/1, measuring to an extent of **19.12 Guntas**, Situated at **VARADAPURA VILLAGE**, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural Dist., which is duly converted for non-agriculture residential purpose vide O.M.No.577263, dated 21-12-2023, issued by the office of Deputy Commissioner, Bengaluru Rural Dist., in total measuring 1 Acre 25 Guntas, presently comes within the limits of City Municipal Council, Hosakote, together with all rights, appurtenances, whatsoever underneath or above the surface and bounded on the:-

East by : Land in Sy.No.2/2,  
 West by : Road,  
 North by : Land in Sy.No.3/1 and 2/6  
 South by : Road, Private Property & Kannurahalli Border

### **SCHEDULE "B" PROPERTY**

----**Sq.feet** undivided share, right, title and interest in the Schedule A Property.

### **SCHEDULE "C" PROPERTY**

Residential Apartment bearing No.-----, ..... Facing, in ---- Floor, admeasuring a ----- Sq.ft. **super built up area**, consisting of ----- **Bedrooms**, in the Multistoried Residential Apartment Building known as "------ ", constructed over the Schedule "A" Property inclusive of proportionate share in the common areas such as passage, lobbies, lift, staircase and other areas of common area, and the building is of RCC roofing as per specification appended hereto with separate electricity, common water and sanitation, including all rights, title, interest, privileges, appurtenances, **together with one covered car parking slot** to be earmarked at the time of registration of the Sale Deed, in multistoried residential building known as ".....(**Project Name**"....." to be constructed over the Schedule "A" Property..

IN WITNESS WHEREOF the OWNERS represented by Power of Attorney Holder, DEVELOPER and the PURCHASER/S have signed and executed this AGREEMENT FOR SALE OF UNDIVIDED LAND the day, month and year first above written in the presence of the following Witnesses.

#### **WITNESSES:**

1.

#### **OWNERS**

Represented by their GPA Holder

#### **DEVELOPER**

2.

#### **PURCHASER/S**

Drafted by: