

# ARTHA AURUM



## AGREEMENT OF SALE

THIS AGREEMENT OF SALE is entered and executed on ..... day of ..... Two Thousand And ....., (../...../201..), at Hoskote, Bangalore.

### BETWEEN:

1. **M/s V.R. HOLDINGS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 1956, having its corporate office at No. 219/11, J.P. Corp, Bellary Road, Sadashivanagar, Bangalore – 560080, and its registered office at No. 12, 7<sup>th</sup> Cross, Central Street, Kumara Park West, Bangalore – 560020, represented by its Authorised Signatory ....., having PAN – **ADOPN7148R**, hereinafter referred to as the “**VENDOR**” (which expression unless repugnant or contrary to the context shall mean and include his heirs, legal representatives, executors, administrators, attorneys and permitted assigns) **OF THE ONE PART**;

AND

2. **M/s BENNETT PROPERTY HOLDINGS COMPANY LTD**, a company incorporated under the provisions of the Companies Act 1956, having its corporate office at No. 110/37 & 258 “SOLITAIRE”, Marathahalli, Outer ring Road, Bangalore - 560 037, having its registered office at Times Tower, 5<sup>th</sup> Floor, Times Tower, Kamala Mills Compound, S.B. Marg, Lower Parel (west) Mumbai - 400013 represented by its authorized signatories \_\_\_\_\_ & \_\_\_\_\_, having PAN – **AAECB3780H**, hereinafter referred as the “**DEVELOPER**” (which term unless repugnant or contrary to the context shall mean and include its successors-in-interest, administrators and permitted assignee/s) **OF THE SECOND PART**;

AND

**Mr.** ....., Aged about ..... years, S/o Mr. ...., residing at .....

*Email.I.D:* .....

*Phone No:*.....

*PAN No*.....

Hereinafter referred to as the **PURCHASER/S** (which expression shall, whenever the context so requires or admits, mean and include his/her/their heirs, executors, administrators, successors-in-title and assigns)of the **LAST PART**.;

# ARTHA AURUM



*(The Singular and Plural Words importing the singular only also include the plural and vice versa , and the same applies in case of genders, i.e Words importing the masculine gender only shall include the feminine gender and vice versa, where the context so requires.)*

**WHEREAS**, the **VENDOR**, is the absolute owner of the converted land bearing Sy. No.121/1 measuring 3 acres 20 guntas, Sy. No.122/1 measuring 4 acres 01 guntas and Sy. No.124/1 measuring 26 guntas, Sy. No.124/2 measuring 31 guntas, Sy. No.124/3 measuring 31 guntas, Sy. No.124/4 measuring 1 acre 12 guntas and Sy. No.124/5 measuring 31 guntas totally measuring 11 acres 32 guntas, situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, more particularly and compendiously described in the **SCHEDULE** hereunder and hereinafter referred to as “**SCHEDULE ‘A’ PROPERTY**”.

**AND WHEREAS** the **SCHEDULE ‘A’ PROPERTY** has been converted from agricultural to non-agricultural purpose vide various conversion orders **issued by the office of the Deputy Commissioner of Bangalore Rural District**, as detailed hereunder;

Sl No	Sy No.	Total Extent	Extent Converted for Residential	Extent Converted for Road	Date	Order Number
01.	121/1	3A-20G	0A-28G	2A-32G	30.09.2013	ALN(HK).SR.40,42,43/2012-13
02.	122/1	4A-01G	3A-17G	0A-24G	30.09.2013	ALN(HK).SR.157/2012-13
03.	124/1	0A-26G	0A-26G	----	25.02.2013	ALN(HK)SR.152/2012-13
04.	124/2	0A-31G	0A-31G	----	25.02.2013	ALN (HK)SR.151/2012-13
05.	124/3	0A-31G	0A-31G	----	25.02.2013	ALN(HK)SR.150/2012-13
06	124/4	1A-12G	1A-12G	----	12.03.2013	ALN (HK) SR.149/2012-13
07.	124/5	0A-31G	0A-31G	----	25.06.2013	ALN (HK) SR.148/2012-13

# ARTHA AURUM



**FLOW OF TITLE OF LAND BEARING SURVEY NUMBERS 124/1, 2, 3, 4 & 5(also together referred to as Sy.No.124 in certain documents) TOTALLY MEASURING 4 ACRES 11 GUNTAS (“ITEM NO. 1 PROPERTY”)**

**AND WHEREAS**, the land bearing Sy.No. 124 totally admeasuring 4 acres 11 guntas originally belonged to one Mr. K. M. Nanjundappa, who had acquired the same under a Panchayath Partition entered into between the family members and accordingly the name of Mr. K. M. Nanjundappa was entered in revenue records vide MR No.57/1995-96 and since then he was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, the said Mr. K. M. Nanjundappa along with his children viz., Mr. K. N.Sreenivasa Murthy, Mr. K. N.Harish Kumar and Mr. K. N. Viswanath sold the same in favour of various persons under different sale deeds and the sale deeds were registered at the office of the Sub-Registrar, Hoskote as detailed hereunder;

Sl No.	Sy no	Extent		Purchaser Name	Date of Sale Deed	Registration details	Description
		A	G				
01.	124/1	00	26	Mr. M.Prakash Babu	28.06.2007	HSK-1-01987-2007-08, CD No. HSKD93, Dt 16.07.2007	ITEM 1 A Property
02.	124/2	00	31	Ms. Suparna	28.06.2007	HSK-1-01982-2007-08, CD No. HSKD93, Dt.16.07.2007	ITEM 1 B Property
03.	124/3	00	31	Ms. A.Ranjana	28.06.2007	HSK-1-01984-2007-08, CD No. HSKD93, Dt.16.07.2007	ITEM 1 C Property
04.	124/4	01	12	Ms. N. Sunkamma	28.06.2007	HSK-1-01988-2007-08, CD No. HSKD93, Dt.16.07.2007	ITEM 1 D Property
05.	124/5	00	31	Mr. D. Raghunath	28.06.2007	HSK-1-01985-2007-08, CD No. HSKD93, Dt.16.07.2007	ITEM 1 E Property
TOTAL		04	11				

# ARTHA AURUM



**AND WHEREAS**, on purchase of the Item No. 1 Property, the name of the purchasers for their respective portions were entered in revenue records vide MR No.07/2008-09 and since then they were in possession and enjoyment of the Item No. 1 Property. Thereafter, the land bearing Sy No.124 measuring 4 acres 11 guntas i.e., Item No. 1 Property was sub-divided by the revenue authority as per the extent in the sale deed and were issued sub-numbers vide bifurcation Order No.TR.TP.176/2012-13.

**AND WHEREAS**, the Ms. N. Sunkamma gifted her portion of land admeasuring 1 acre 12 guntas in Sy. No.124/4 (Item No.1 D Property) in favour of her daughter Ms. K. Kamaladevi vide gift deed dated 13.07.2009 registered as document number HSK-1-01393-2009-10, stored in CD No.HSKD126 on 18.07.2009 at the office of the Sub-Registrar, Hoskote and accordingly the name of K. Kamaladevi was entered in revenue records vide MR No.10/2009-10 and since then she was in possession and enjoyment of Item No.1 D Property as absolute owner.

**AND WHEREAS**, the other family members of Mr.K M Nanjundappa who have not participated in the execution of above sale deeds have also executed the Confirmation Deeds in favour of respective owners confirming the sale deeds executed by Mr.K M Nanjundappa, as detailed below;

Sl No.	Sy .No.	Extent		Executed by	Executed in favour of	Date	Registration details
		A	G				
01.	124/1	00	26	Mr.Srinivasa and others	Mr.M.Prakash Babu	12.08.2013	HSK-1-04307-2013-14, CD No. HSKD416
02.	124/2	00	31	Mr.Srinivasa and others	Ms.Suparna	12.08.2013	HSK-1-04296-2013-14, CD No. HSKD416
03.	124/3	00	31	Mr.Srinivasa and others	Ms.A.Ranjana	12.08.2013	HSK-1-04303-2013-14, CD No. HSKD416
04.	124/4	01	12	Mr.Srinivasa and others	Ms.N. Sunkamma	12.08.2013	HSK-1-04300-2013-14, CD No. HSKD416
05.	124/5	00	31	Mr.Srinivasa and others	Ms.D. Raghunath	12.08.2013	HSK-1-04298-2013-14, CD No. HSKD416
<b>TOTAL</b>		<b>04</b>	<b>11</b>				

# ARTHA AURUM



**AND WHEREAS**, the above said owners of Item No.1 Property have entered into various registered Agreement of Sale with **M/s V.R. HOLDINGS PRIVATE LIMITED** for sale of Item No.1 Property as detailed hereunder;

Sl No.	Sy. No.	Extent		Executed by	Date	Registration details
		A	G			
01	124/1	00	26	Mr.M.Prakash Babu	07.06.2013	HSK-1-02020-2013-14, CD NO. HSKD392
02	124/2	00	31	Ms.Suparna	12.06.2013	HSK-1-02184-2013-14, CD NO. HSKD394
03	124/3	00	31	Ms.A.Ranjana	07.06.2013	HSK-1-02023-2013-14, CD NO. HSKD392
04	124/4	01	12	Ms.K. Kamaladevi	10.06.2013	HSK-1-02079-2013-14, CD NO. HSKD393
05	124/5	00	31	Mr.D. Raghunath	07.06.2013	HSK-1-02026-2013-14, CD NO. HSKD392

**AND WHEREAS**, subsequently, the said owners sold their respective portions of the land in Item No.1 Property in favour of **M/s V.R. HOLDINGS PRIVATE LIMITED** and registered the sale deeds at the office of the Sub-Registrar, Hoskote as detailed hereunder;

Sl No.	Sy. No.	Extent		VENDOR	Date	Registration details
		A	G			
01	124/1	00	26	Mr.M.Prakash Babu	01.08.2013	HSK-1-04117-2013-14, CD No. HSKD415, Dt 06.08.2013
02	124/2	00	31	Ms.Suparna	01.08.2013	HSK-1-04313-2013-14, CD No. HSKD417, Dt.12.08.2013
03	124/3	00	31	Ms.A.Ranjana	01.08.2013	HSK-1-04450-2013-14, CD No. HSKD418, Dt.19.08.2013
04	124/4	01	12	Ms.K. Kamaladevi	17.09.2013	HSK-1-05361-2013-14, CD No. HSKD428, Dt.18.09.2013
05	124/5	00	31	Mr.D.	01.08.2013	HSK-1-04451-2013-14, CD No.

# ARTHA AURUM



.	5	0	1	Raghunath	3	HSKD418, Dt.19.08.2013
<b>TOTAL</b>		<b>0</b>	<b>1</b>			
		<b>4</b>	<b>1</b>			

**LAND BEARING Sy.No. 122/1 (OLD NO.122) MEASURING 4 ACRES 01 GUNTAS – (ITEM NO.2 PROPERTY)**

**AND WHEREAS** the land bearing Sy.No. 122/1 (old No.122), measuring 4 acres 01 guntas originally belonged to one Mr.Govindappa, who had acquired the Item No.2 property under a sale deed dated 17.10.1979 registered as document No.1283/1979-80, in pages 40 to 41, volume 1573 of Book-I at the office of Sub-Registrar, Hoskote and accordingly the name of Mr.Govindappa was entered in revenue records in respect of the **Item No.2 Property** vide MR No.10/1982-83 and since then he was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS** the said Mr.Govindappa died intestate living behind his wife Ms.Doddalakshmakka and children Mr.Muniyappa, Mr.Venkatesh and Mr.Nagaraj, as the only surviving legal heirs to succeed his assets including the Item No.2 Property. Accordingly the Item No.2 Property along with other properties was transferred in favour of Ms.Doddalakshmakka. The revenue records /Phanni / Khatha of the Item No.2 Property were transferred in the name of the Ms.Doddalakshmakka vide MR No.10/2003-04. Thus by virtue of the foregoing succession and transfer, Ms.Doddalakshmakka has become the absolute owner of the Item No.2 Property and ever since the date of its inheritance, she is in peaceful possession and enjoyment of the same.

**AND WHEREAS**, the said Ms.Doddalakshmakka along with her children Mr.Muniyappa, Mr.Venkatesh and Mr.Nagaraj sold the Item No.2 Property in favour of Mr.Somisheti Panchala Narasimhalu vide sale deed dated 10.05.2004 registered as document number HSK-1-00439-2004-05, stored in CD No.HSKD12 at the office of Sub-Registrar, Hoskote and accordingly the name of Mr.Somisheti Panchala Narasimhalu was entered in revenue records vide MR No.55/2003-04 and since then he was in possession and enjoyment of the Item No.2 Property as absolute owner.

**AND WHEREAS**, the said Mr.Somisheti Panchala Narasimhalu sold the Item No.2 Property in favour of Mr.Narasimha Reddy vide sale deed dated 25.08.2005, registered as document number HSK-1-02320-2005-06, stored in CD No.HSKD476 and registered on 27.08.2005 at the office of Sub-Registrar, Hoskote and accordingly the name of Mr.Narasimha Reddy was entered in revenue records vide MR No.26/2005-06 and since then he was in possession and enjoyment of the Item No.2 Property as absolute owner.

**AND WHEREAS**, the said Mr.Narasimha Reddy entered into a registered agreement of sale with M/s. V.R. HOLDINGS PRIVATE LIMITED for sale of Item No.2 Property vide sale agreement dated 22.10.2012 registered as document No.HSK-1-07416-2013-14, stored in CD No.HSKD318 on 17.11.2012 at the office of Sub-Registrar, Hoskote and Mr.Narasimha Reddy also executed registered

# ARTHA AURUM



General Power of Attorney (GPA) in favour of M/s. V.R. HOLDINGS PRIVATE LIMITED on 22.10.2012 vide registered as document number HSK-4-00301-2013-14, stored in CD No. HSKD318 on 17.11.2012, at the office of Sub-Registrar, Hoskote. Subsequently, the said Mr.Narasimha Reddy represented by his GPA holder M/s.V.R. Holdings Private Limited sold the land bearing Sy No.122/1 measuring 4 acre 01 guntas i.e., Item No.2 Property in favour of M/s V.R. HOLDINGS PRIVATE LIMITED, vide sale deed dated 08.10.2013 registered as document No. HSK-1-05798-2013-14, stored in CD No.HSKD433, at the office of Sub-Registrar, Hoskote.

## **LAND BEARING Sy. No. 121/1 MEASURING 3 ACRES 20 GUNTAS-(ITEM NO. 3 Property)**

### **1. Item No. 3 A Property**

**AND WHEREAS**, the land bearing Sy.No. 121/1 measuring 1 acre (forming portion of Item No 3 Property and hereinafter referred to as Item No. 3 A Property) was ancestral property of Ms.Munivenkatamma, who had acquired the same through the Order passed by the Court of I Additional Civil Judge, Bangalore in OS No.244/1993 and accordingly the name of Ms.Munivenkatamma was entered in revenue records in respect of the Item No. 3 A Property vide MR No.04/1998-99 and since then she was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, the said Ms.Munivenkatamma died intestate living behind her son Mr.Muniyappa, who was the only surviving legal heir of late Ms.Munivenkatamma to succeed her assets including the Item No. 3 A Property. Accordingly the Item No. 3 A Property along with other properties was transferred in favour of Mr.Muniyappa. The revenue records /Phanni / Khatha of the Item No. 3 A Property were transferred in the name of the Mr.Muniyappa vide IHC No.13/2001-02 and by virtue of the foregoing succession and transfer, Mr.Muniyappa has become the absolute owner of Item No. 3 A Property.

**AND WHEREAS**, the said Mr.Muniyappa sold the Item No. 3 A Property in favour of Mr.Guduru Dasharatha Ramireddy vide registered sale deed dated 28.08.2003 registered as document No. 1782/2003-04, in pages 24 to 35, volume 2492 in Book -I at the office of the Sub-Registrar, Hoskote and accordingly the name of Mr.Guduru Dasharatha Ramireddy was entered in revenue records in respect of the Item No. 3 A Property vide MR No.08/2003-04 and since then he was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, the said Mr.Guduru Dasharatha Ramireddy sold the Item No. 3 A Property in favour of Mr. Prithvi Reddy vide registered sale deed dated 25.08.2005 registered as document No. HSK-1-02313-2005-06, stored in CD No.HSKS47 of the Book I at the office of the Sub-Registrar, Hoskote and accordingly the name of Mr.Prithvi Reddy was entered in revenue records in respect of the Item No. 3 A Property vide MR No.31/2005-06 and since then he was in possession and enjoyment of the same as its absolute owner.

# ARTHA AURUM



**AND WHEREAS**, the said Mr.Prithvi Reddy entered into a registered Agreement of Sale with M/s V.R. HOLDINGS PRIVATE LIMITED for sale of Item No. 3 A Property on 22.10.2012 registered as document No.HSK-1-06771-2012-13, stored in CD No.HSKD312 on 30.10.2012 at the office of Sub-Registrar, Hoskote and also executed registered General Power of Attorney (GPA) in favour of M/s V.R. HOLDINGS PRIVATE LIMITED on 22.10.2012 vide registered as document number HSK-4-002690-2012-13, stored in CD No. HSKD3122 on 30.10.2012, at the office of Sub-Registrar, Hoskote.

**AND WHEREAS**, subsequently, the said Mr.Prithvi Reddy represented by his GPA holder M/s V.R. Holdings Private Limited sold the land bearing Sy No.121/1 measuring 01 acre ie., Item No. 3 A Property in favour of M/s V.R. HOLDINGS PRIVATE LIMITED, vide sale deed dated 08.10.2013 registered as document number HSK-1-05799-2013-14, stored in CD No.HSKD433, at the office of Sub-Registrar, Hoskote.

## **Item No. 3 B Property**

**AND WHEREAS**, the land bearing Sy.No. 121/1 measuring 1 acre 20 guntas (forming portion of Item No. 3 Property and hereinafter referred to as Item No. 3 B Property) was originally owned by Mr.Munishamappa, who had acquired the same through oral partition entered into between the family members. The said Mr.Munishamappa died intestate living behind his wife Ms.Jayamma and children Mr.Nagesh, Ms.Sujatha, Ms.Sumithra and Mr.Lokesh as the only surviving legal heirs of late Mr. Munishamappa to succeed his assets including the Item No. 3 B Property. Accordingly the Item No. 3 B Property along with other properties was transferred in favour of Ms.Jayamma. The revenue records /Phanni / Khatha of the Item No. 3 B Property were transferred in the name of the Ms.Jayamma vide IHC No.34/1996-97 and MR No.12/1998-99 and by virtue of the foregoing succession and transfer, Ms.Jayamma has become the absolute owner of the Item No. 3 B Property.

**AND WHEREAS** the said Ms.Jayamma along with her children Mr.Nagesh, Ms.Sujatha, Ms.Sumithra and Mr.Lokesh sold the Item No. 3 B Property in favour of Mr.Somisetty Penchala Narasimhalu under a sale deed dated 02.09.2003 registered as document No. 1848/2003-04, in pages.59 to 66, volume 2493 of the Book-I at the office of the Sub-Registrar, Hoskote and accordingly the name of Mr.Somisetty Penchala Narasimhalu was entered in revenue records in respect of the Item No.3 B Property vide MR No.41/2003-04 and since then he was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, the said Mr.Somisetty Penchala Narasimhalu sold the Item No. 3 B Property in favour of Mr.R. Narasimha Reddy vide sale deed dated 25.08.2005 and registered as document number HSK-1-02317-2005-06, stored in CD No.HSKD47 of Book -I, dated 27.08.2005 at the office of the Sub-Registrar, Hoskote and accordingly the name of Mr.R Narasimha Reddy was entered in revenue records in respect of the Item No. 3 B Property vide MR No.32/2005-06 and since then he was in possession and enjoyment of the same as its absolute owner.



# ARTHA AURUM



**AND WHEREAS**, the said Mr.Narasimha Reddy entered into a registered agreement of sale with M/s. V.R. HOLDINGS PRIVATE LIMITED for sale of Item No. 3 B Property vide on 22.10.2012 registered as document No.HSK-1-07416-2013-14, stored in CD No.HSKD318 on 17.11.2012 at the office of Sub-Registrar, Hoskote and also has executed registered General Power Of Attorney (GPA) in favour of M/s V.R. HOLDINGS PRIVATE LIMITED on 22.10.2012 vide registered as document No. HSK-4-00301-2013-14, stored in CD No. HSKD318 on 17.11.2012 at the office of Sub-Registrar, Hoskote.

**AND WHEREAS**, subsequently, the said Mr.Narasimha Reddy represented by his GPA holder M/s V.R. Holdings Private Limited sold the land bearing Sy No.121/1 measuring 1 acre 20 guntas i. e., Item No. 3 B Property in favour of M/s V.R. HOLDINGS PRIVATE LIMITED, vide sale deed dated 08.10.2013 registered as document No. HSK-1-05798-2013-14, stored in CD No.HSKD433, at the office of Sub-Registrar, Hoskote.

## **Item No. 3 C Property**

**AND WHEREAS**, the land bearing Sy.No.121/1 measuring 1 acre (forming portion of Item No. 3 Property and hereinafter referred to as Item No 3 C Property) was previously owned by Ms.Pritam Kaur, who had acquired the same from its original owner Mr. Venkatasami and others vide registered sale deed dated 05.07.1993 registered as document number 616/1993-94, in pages 23 to 27, volume 1961 of Book-I at the office of Sub-Registrar, Hoskote and accordingly the name of Ms.Pritam Kaur was entered in revenue records in respect of the Item No. 3 C Property and since then she was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, the said Ms.Pritam Kaur represented by her GPA holder Ms.Ranjeet Grewal sold the Item No. 3 C Property in favour of Ms.V Geetha under a sale deed dated 17.04.2006 and registered as document number HSK-1-00480-2006-07,- stored in CD No.HSKD60 of the Book 1 at the office of the Sub-Registrar, Hoskote and accordingly the name of Ms.V Geetha was entered in revenue records in vide MR No.97/2005-06 and since then she was in possession and enjoyment of the same as its absolute owner.

**AND WHEREAS**, The said Ms.V Geetha along with her husband Mr.G. S. Dayananda and children Mr.Karthik & Kumari Kruthika entered into a registered Agreement Of Sale with M/s V.R. HOLDINGS PRIVATE LIMITED for sale of Item No. 3 C Property on 27.04.2013 registered as document No.HSK-1-00821-2013-14, stored in CD No.HSKD380 on 27.04.2013 at the office of Sub-Registrar, Hoskote and also executed registered General Power Of Attorney (GPA) in favour of M/s V.R. HOLDINGS PRIVATE LIMITED on 26.04.2013 vide registered document No. HSK-4-00048-2013-14, stored in CD No. HSKD380 on 26.04.2013, at the office of Sub-Registrar, Hoskote. Subsequently, the said Ms.V Geetha along with her husband Mr.G. S. Dayananda and children Mr.Karthik & Kumari Kruthika represented by their GPA holder M/s V.R. Holdings Private Limited sold the land bearing Sy. No.121/1 measuring 01 acre i.e., Item No. 3 C Property in favour of M/s V.R. HOLDINGS PRIVATE LIMITED, vide sale deed dated 21.10.2013 registered as document number HSK-1-06044-2013-14, stored in CD No.HSKD436, at the office of Sub-Registrar, Hoskote.

# ARTHA AURUM



**Accordingly as detailed hereinabove,** M/s V.R. HOLDINGS PRIVATE LIMITED, have become the sole and absolute Owner by title, possession and enjoyment of all that piece and parcel of the ‘SCHEDULE ‘A’ Property.

**WHEREAS** the VENDOR with an intention to develop the ‘Schedule ‘A’ Property for Multipurpose Development with ultra fine infrastructure and other related facilities and sell and dispose the plots developed in ‘Schedule ‘A’ Property by making required development, to any person/s of their choice as absolute owner, the VENDOR have entered into registered Joint Development Agreement with M/s. Bennett Property Holdings Company Ltd on \_\_\_\_\_ registered as document number HSK-1-.....-2013-14, Stored in CD no HSKD....., (JDA) and General Power of Attorney with M/s. Bennett Property Holdings Company Ltd on ..... registered as document number HSK-1-.....-2013-14, Stored in CD no HSKD....., (GPA) who also is confirming the contents of this agreement. Thus to strengthen the terms of this agreement the **M/s. Bennett Property Holdings Company Ltd have signed this document as a CONFIRMING PARTY.**

**AND WHEREAS,** the HOSKOTE PLANNING AUTHORITY (HPA) has approved the residential layout formed in the schedule ‘A’ property vide its order No. ...., Dated .../.../201...

**WHEREAS** the PURCHASER/s herein, has/have verified and inspected the titles pertaining to Schedule ‘A’ Property’.

**WHEREAS** the PURCHASER/s is/are interested in acquiring the ownership of the **Plot bearing No....., measuring East to West ..... feet, North to South ..... feet,** in all measuring ..... Sq ft., in the Schedule ‘A’ Property, more particularly described in the Schedule, herein and hereinafter called as **SCHEDULE ‘B’ PROPERTY.**

**WHEREAS** the VENDOR herein, has agreed to convey to said PURCHASER/S herein, the right, title and interest in the land comprised in Schedule ‘B’ Property’.

**WHEREAS** the parties are desirous of placing the terms agreed between them in writing regarding the sale/purchase of the right, title and interest in the land comprised in the SCHEDULE ‘B’ PROPERTY’.

## **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

### **I. AGREEMENT & SALE CONSIDERATION;**

1. That in pursuance of foregoing and subject to covenants and obligations undertaken to thereof by purchaser/s and in consideration of sums to be paid (hereinafter referred to as sale consideration) as set out hereunder, Vendor agrees to sell Schedule ‘B’ Property to the purchaser. The sale consideration as shown hereunder includes consideration towards sale

# ARTHA AURUM



price of plot in Schedule 'A' Property and proportionate charges for providing common amenities and facilities at the said project.

2. This agreement shall always mean and include annexure/s hereto and all other addendums, agreements, deeds that may be executed between parties hereto subsequently. It shall always be provided that all such annexures and agreements/deeds are co-terminus to each other and shall now run concurrently to this agreement and until this agreement is terminated or is otherwise determined in a manner provided hereinafter, all other agreements shall be subsisting and enforceable against each other.
3. The Vendor shall have all rights and liberties as may be required in executing development of residential project i.e., Schedule 'A' property as per approved plans.
4. On payment of entire Sale Consideration and all other sums/dues by purchaser to Vendor, Vendor shall execute a sale deed to convey the said plot to purchaser. The dates for execution and registration of Sale Deed thereof shall be intimated by Vendor to PURCHASER.
5. The VENDOR agrees to deliver possession of Schedule 'B' Property to Purchaser on or before 24 months from the date of receiving plan approval from statutory authorities subject to however delays caused due to force majeure conditions (hereinafter referred to as the "date of delivery") shall not be computed towards such periods. Further, VENDOR shall be entitled to penalty free grace period of three (3) months from date of delivery as aforesaid for completion of developments of Schedule 'B' property. The completion period of development of Schedule 'B' Property does not include time required to provide facilities in common area which requires additional three (3) to four (4) months from date of completion of plot developments of last phase in the Residential Layout.

## **II. PAYMENT OF SALE CONSIDERATION AND OTHER SUMS:**

1. That the VENDOR has agreed to sell and PURCHASER/s has/have agreed to purchase the Schedule 'B' Property free from all kinds of encumbrances for a sum of **Rs. ....**/- (Rupees ..... Only) excluding VAT and Service Taxes.
2. The Purchaser has paid a sum of **Rs. ....**/- (Rupees ..... Only) as part of sale consideration by way of different cheques as explained in the below Table, the receipt of which the VENDOR do hereby admit and acknowledge.

Sl No	Particulars.	Amount
1.	Through cheque bearing No. ...., dated....., Drawn on .....	Rs...../-

# ARTHA AURUM



2.	Paid at the time of execution of this agreement, vide cheque bearing No: ....., dated ....., drawn on ..... Bank,	Rs ...../-
3.	Through cheque bearing No. ...., dated....., Drawn on .....	Rs. .... /-
	Total	<b>Rs. ..../-</b>

### 3. The balance sale consideration:

The balance sale consideration of **Rs...../-** (Rupees ..... Only), shall be payable at the time of registration of the sale deed, which is hereby agreed to be completed within thirty (30) days from the date of project approval.

In the event of any default or delay in payment of the installments by the Purchaser/s, beyond 15 days from the due date, than the VENDOR at its option shall be entitled to;

- Charge interest on the defaulted installments at the rate of 2 % per month from the date of default, till date of payment; or
- Send a notice by registered post or by courier or Electronic Mail or Fax giving 15 days time to make the payment and if the Purchaser/s still fails to pay, then treat entire amount paid under this agreement as forfeited and adjust it as liquidated damages from and out of the amounts/monies paid by the Purchaser/s and rescind this Agreement. Then the Vendor shall be entitled to allot the plot to any other person or on such terms and conditions as they deem fit.

### 4. **The above total cost of plot includes the following**

- The lump sum Club house membership fees of **Rs. 50,000** /- (Rupees Fifty Thousand only).
- The amount of Rs. 1/- Per Sq ft on plot area shall be utilized per month, towards the maintenance of Lay out on Schedule 'A' Property for 3 years from the date of handing over possession to the PURCHASER/s. That the advance maintenance charges paid by the Purchaser(s) shall be utilized by Developer for maintaining the Schedule A Property on behalf of the association, from the date of completion of the Schedule B Property, till the maintenance of the layout is handed over to the Owners association. The balance maintenance amount will be transferred to the Registered Association/Society formed, at time of handing over of management of the layout which is agreed to be handed over after a period of one year or at the discretion of the developer.

### III. **DELIVERY:**

# ARTHA AURUM



1. The purchaser shall not be entitled to possession of Schedule 'B' Property until all payments due to Vendor under this agreement and any further supplemental agreements entered into with vendor are fully paid for by purchaser. The term delivery herein includes, development (i. e. demarking and fixing boundary of the plot, formation of internal roads, provision for water connections, provision for Electricity connection, sewage connections) and delivery of the said plot i.e., Schedule 'B' hereto.
2. On completion of development of Schedule 'B' Property and receipt of all sums from purchaser, vendor shall call upon purchaser to take delivery of the same by giving seven days prior notice. From the eighth day onwards purchaser shall be liable to pay for property tax, maintenance and other dues as to Schedule 'B' property to the vendor or its nominee, irrespective of whether possession is taken by purchaser or not.
3. If delivery of Schedule 'B' Property is delayed due to FORCE MAJEURE, Vendor shall not incur any liability and Vendor shall be entitled to extension of time proportionately thereof.
4. The purchaser shall not be entitled to claim any damage / losses against VENDOR for any delays caused due to FORCE MAJEURE.

#### **IV. COMPENSATION IN CASE OF DELAY IN DELIVERY:**

1. In the event VENDOR does not deliver Schedule 'B' Property to Purchaser within the delivery date or within penalty free grace period of three months there from, in such case VENDOR shall pay purchaser a penalty at the rate of Rs.5/- per Sq Ft., on plot area i. e., Schedule 'B' Property for every month of delay or part thereof and until delivery thereof, provided always that no such compensation shall be payable if,
  - a. There is even a single breach of this agreement including delayed payments by Purchaser.

OR

  - b. The delay is caused due to force majeure or due to an act of the statutory bodies or due to acts of purchaser or a third party.
2. Prior to demanding delivery of Schedule 'B' property or seeking right to seek specific enforcement of this agreement or adjudication of the rights of parties before any court or arbitration not withstanding anything to contrary contained in this agreement, purchaser shall make all payments due under this agreement including sale consideration and all other sums as may be due.

#### **V. CLUB HOUSE :**

- a. The DEVELOPER is developing as part of Artha Aurum a club house in a portion of the Schedule 'A' Property (hereinafter referred to as the Club). All the owner/Occupants of plots of Artha Aurum shall be entitled to make use of Club on availability basis and by paying

# ARTHA AURUM



Annual maintenance of the layout as may be prescribed by the Developer or the Agency appointed for the maintenance of the common areas and facilities in Artha Aurum or the Agency operating the Club, from time to time.

- b. The Owners/Occupants of plots in Artha Aurum are not required to pay any membership fee over and above what is paid as part of the payment schedule to get admitted to this Club. However no owner of an Plot in Artha Aurum shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The PURCHASER/s and his/her/their immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the plot/villa is leased/ rented out by the PURCHASER/s, the occupant of the plot/Villa shall be entitled to make use of the Club facilities and the PURCHASER/s shall not be entitled to use the Club facilities.
- c. The Owners/ Occupants of the plots in Artha Aurum shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Association /Developer/Agency operating the Club, from time to time.
- d. The Developer/Association shall also be entitled to appoint an independent agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the Owners/Occupants of plots.
- e. It is clarified that non completion or non operation of Club or any of the above facilities shall not be deemed as delay in handing over the possession of the Schedule 'B' property and the Purchaser/s shall take possession of the Schedule 'B' Property even if Club and above facilities are not complete or non operational, if the Schedule 'B' Property is ready and complete in all respects.
- f. The facilities of the Club is available for the benefit of the Owner/Occupant of the plots/Villas in Artha Aurum and in the event of transfer of ownership of the plot, the transferee of the plot/villa will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

## **VI. CORRESPONDENCE:**

- a) All letters, receipts or notices issued by either of the parties dispatched Under Registered Post/ Electronic mail/ Fax to the Address of the other party given in this Agreement will be sufficient proof of service thereof on the concerned party and shall effectively discharge the issuing party from the obligations to issue any further notices;
- b) In the event of any change in the Address of the either of the parties, the concerned party shall intimate to the other of the change of address in writing by Registered Post Acknowledgement Due;
- c) Electronic mail is a valid mode of communication and Vendor is free to send messages to Electronic mail and Cell phones.

## **VII. STAMP DUTY & REGISTRATION CHARGES:**

# ARTHA AURUM



The PURCHASER/s will bear & shall pay the Stamp Duty, Registration fees, legal charges, Khata, Liasion and other miscellaneous expenses for conveyance, at the time of registration. The PURCHASER/s shall pay the Stamp Duty and Registration charges on the prevailing market value of the land. The PURCHASER/s further undertakes to pay an additional Stamp duty or Registration fees or any other Taxes or levies etc that may arise due to changes in Government rules and laws in due course.

THE PURCHASER/s DOES HEREBY WARRANT/REPRESENT/CONVENANT WITH THE VENDOR AS FOLLOWS:

1. THAT The PURCHASER/S shall become and remain a member of the Society, Association or Co- operative Society (hereinafter referred to as the “ASSOCIATION”) to be formed by the VENDORS and consisting of all the Plot Owners in the Lay out Called “**ARTHA AURUM**’ for the purposes of attending to the matters of common interest, in respect of the maintenance of roads, park and all other common areas. For this purpose, the PURCHASER/S will execute or authorize the Office Bearer of the Association to execute the Memorandum/ Articles of Association or Bye-laws. The Purchaser/s will observe and perform the terms and conditions, byelaws and the rules and regulations prescribed in such Association.
2. THAT the PURCHASER/s shall keep the common areas, open spaces, road, park, and drainage in ordinary manner and not to encroach on any common areas.
3. THAT the PURCHASER/s will not interfere with or obstruct the development work in the schedule “A” Property or use of such of the exclusive and perpetual use of the parks, roads, civic amenities etc., in the schedule-‘A’ property.
4. THAT the PURCHASER/s shall not alter or subscribe to the alteration of the name of the Project/layout, which shall be always known as ‘**ARTHA AURUM**’
5. THAT the PURCHASER/s shall not do any act that may be against the rules and regulation or the bye laws of the concerned Municipal Authority or any other statutory Authority, rules laid down by the Plot Owners or VENDOR regard to the lay out formed in the Schedule A Property and in the event of the Purchaser/s committing any offence, the Purchaser/s shall be solely responsible for the same and none of the other association members shall be responsible and the Purchaser/s shall if called upon indemnify any other Plot owners who may suffer due to any act of omission or commission done by the PURCHASER/s herein.
6. THAT the PURCHASER/s shall not at any time carry on in the schedule ‘B’ property or in any part of the schedule ‘A’ property, any activity where there will be a nuisance, annoyance or danger to the owners / occupiers of the other Plots.
7. THAT The PURCHASER/s shall use the schedule –‘B’ property only for residential purpose.
8. THAT if there is minor variation in the area of the Schedule ‘B’ Property the PURCHASER shall not be entitled to claim any change in the sale consideration or seek cancellation of this agreement.
9. THAT the PURCHASER shall not be entitled to question the sale price that will be settled between the Vendor/ Developer and other Purchasers with respect to the rest of the Plots on the Schedule 'A' Property.

# ARTHA AURUM



**THE VENDOR DO HEREBY WARRANT /REPRESENT / CONVENANT WITH THE PURCHASER/S AS FOLLOWS:**

1. THAT The PURCHASER/S and all persons authorized by the PURCHASER/s (in common with all other person entitled or authorized to similar rights) shall be entitled to use the roads, passages, parks and other common areas in the layout formed in schedule 'A' property, at all time and for all purposes, and shall permit others to use the same.
2. THAT the VENDOR as a true, lawful and absolute owner of the land comprised in the entire SCHEDULE 'B' PROPERTY.
3. THAT Property is free from all kind of encumbrance & none other than the VENDOR have any claims either of right, title, interest, possession, maintenance and share in the entire SCHEDULE 'A' PROPERTY and the Plot in SCHEDULE 'B', Property.
4. That there is no litigation or dispute or proceedings pending before any Court of law or Tribunal or Department or competent authority in respect of the Schedule property.
5. THAT the PURCHASER/S shall be entitled to hold, possess and enjoy the SCHEDULE 'B' PROPERTY hereby conveyed as absolute owner/s and the rent and profits received there from without any disturbance or interference by the VENDOR or any person/s claiming through or under them.
6. That the PURCHASER/S is/are aware and does not have objection for the fact that project may be completed in phases and that the clubhouse and other amenities, may be completed during the completion of final phase.
7. THAT further the VENDOR shall, if so required, by the PURCHASER/s at the cost of the PURCHASER/s do all acts, deeds and things reasonably and perfectly assuring title and rights hereby conveyed to the PURCHASER/S and that the VENDOR shall indemnify the PURCHASER/s in case of any defect in VENDOR title to the Schedule Property hereby conveyed.

**DISPUTE RESOLUTION:**

1. In the event of any dispute or differences arising between parties hereto with regard to Schedule 'B' Property or any matter relating to or connected with this agreement, the same shall be referred to a sole arbitrator and decision of the Arbitrator shall be final and binding on both parties. The venue of arbitration shall only be at Bangalore and conducted in English Language. Provided further, the Purchaser shall
  - a. Have no right to file any interim application or suit to obtain an injunction to stay or restrain development of the said layout or any portion thereof by Vendor or alienation of other plots which are not subject matter of this Agreement under any circumstances as Vendor and other persons will suffer injury /losses/damages etc. and Purchaser shall not file any suit or commence any proceeding without prior notice thereof being given in writing to Vendor and
  - b. That prior to initiation of any arbitration or legal proceeding, Purchaser shall have paid all sums under this agreement including entire sale consideration to Vendor and



# ARTHA AURUM



- c. In case it is established that the case or claim of Purchaser is false or frivolous or the claim or case is dismissed due to lack of merit or default or for any cause then this Agreement shall be terminated and the sums paid by Purchaser shall stand forfeited and Vendor shall have right to sell the said plot (schedule 'B' Property) to a third party without further notice

This Agreement is executed in Two original non-judicial stamp paper, one original will be with the DEVELOPER (BPHCL) and other original will be with the Purchaser, while the other parties to this agreement shall retain a photocopy of the same, however if it is required for loan purpose then Purchaser's original copy shall be held by the respective bank and a photocopy shall be held by the Purchaser.

## SCHEDULE 'A' PROPERTY'

### ITEM NO. 1

#### **ITEM No. 1 A;**

All that piece and parcel of residentially converted land bearing Survey Nos.124/1 (old Sy No.124) measuring an extent of 26 Guntas situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District and bound by:

East : Land bearing Sy nos 226 and 227;  
West : Kaluve;  
North : Land bearing Survey No. 126; and  
South : Land bearing Survey No. 124/2;

#### **ITEM No. 1 B;**

All that piece and parcel of residentially converted land bearing Survey Nos.124/2 (old Sy No.124) measuring an extent of 31 Guntas situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District and bound by:

East : Land bearing Sy no 226;  
West : Kaluve;  
North : Land bearing Survey No. 124/1; and  
South : Land bearing Survey No. 124/3;

# ARTHA AURUM



## **ITEM No. 1 C;**

All that piece and parcel of residentially converted land bearing Survey Nos.124/3 (old Sy No.124) measuring an extent of 31 Guntas situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District and bound by:

East : Land bearing Sy no 226;  
West : Kaluve;  
North : Land bearing Survey No. 124/2; and  
South : Land bearing Survey No. 124/4;

## **ITEM No. 1 D;**

All that piece and parcel of residentially converted land bearing Survey Nos.124/4 (old Sy No.124) measuring an extent of 1 acre 12 Guntas situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District and bound by:

East : Land bearing Sy no 225;  
West : Kaluve;  
North : Land bearing Survey No. 124/3; and  
South : Land bearing Survey No. 124/5;

## **ITEM No. 1 E;**

All that piece and parcel of residentially converted land bearing Survey Nos.124/5 (old Sy No.124) measuring an extent of 31 Guntas situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District and bound by:

East : Land bearing Sy no 225;  
West : Kaluve;  
North : Land bearing Survey No. 124/4; and  
South : Land bearing Survey No. 123;

## **ITEM NO. 2**

All that piece and parcel of residentially converted land bearing Survey No. 122/1 measuring an extent of 4 Acres 1 Gunta situated at Kolathur Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, Bangalore and bounded by:

East : Government Canal;  
West : Land bearing Survey No.121/1;

# ARTHA AURUM



North : Government Canal;  
South : Land bearing Survey No. 122/2;

## ITEM NO. 3;

### **ITEM No.3 A;**

All that piece and parcel of residential converted land bearing Survey No. 121/1 measuring an extent of 1 acre situated at Kolathuru Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, Bangalore and bounded by:

East : Land bearing Survey No. 122/2;  
West : Land bearing Survey Nos. 118/1& 119;  
North : Portion of the land bearing 121/1; and  
South : Land bearing Survey No. 121;

### **ITEM No.3 B;**

All that piece and parcel of residential converted land bearing Survey No. 121/1 measuring an extent of 1 acre 20 guntas situated at Kolathuru Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, Bangalore and bounded by:

East : Land bearing Survey No. 122/1;  
West : Land bearing Survey Nos. 118/1;  
North : Portion of the land bearing 121/1; and  
South : Land bearing Survey No. 121/2;

### **ITEM No.3 C;**

All that piece and parcel of residential converted land bearing Survey No. 121/1 measuring an extent of 1 acre situated at Kolathuru Village, Kasaba Hobli, Hoskote Taluk, Bangalore Rural District, Bangalore and bounded by:

East : Land bearing Survey No. 122/2;  
West : Land bearing Survey Nos. 118/1& 119;  
North : Portion of the land bearing 121/1; and  
South : Land bearing Survey No. 121;

# ARTHA AURUM



## SCHEDULE 'B' PROPERTY'

All that piece and parcel of residential Plot bearing No..... carved out of land bearing Sy no....., measuring East to West ..... feet, North to South ..... feet, in all measuring ..... Sq. ft in the residential layout known as “ARTHA AURUM” being formed in the Schedule ‘A’ Property and bounded on :

East By	:	Plot bearing No.....,
West By	:	Plot bearing No.....,
North By	:	Plot bearing No. ....,
South By	:	Road

**IN WITNESS, WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS DAY, MONTH AND THE YEAR AFOREMENTIONED**

**SIGNED AND DELIVERED**

**CONFIRMING PARTY**

By the said VENDOR

**M/s. BENNETT PROPERTY HOLDINGS COMPANY LTD**

M/s V.R. HOLDINGS PRIVATE LIMITED

by its Authorized Signatory

by its Authorized Signatory

**SIGNED AND DELIVERED**

By the said PURCHASER

In the presence of the following witnesses:

Name and Address

Signature

1.

2.

# ARTHA AURUM

