

DRAFT

AGREEMENT TO SELL

This Agreement to sell is made and executed on this ...Day of ----- Two
Thousand Fifteen (...----.2015) at Bangalore by and between:-

By

- 01. SMT. B.N. SUSHEELAMMA** aged about 57 Years
W/o. Late V. Rangappa
- 02. SHRI. Y.R. PRAKASH** aged about 33 years S/o. Late V. Rangappa
- 03. SHRI. Y.R. ARUNA** aged about 22 years D/o. Late V. Rangappa
- 04. SHRI. Y.R. SRIDHAR** aged about 26 years S/o. Late V. Rangappa
- 05. SRI. B.N. SRIDHAR** aged about 60 years
S/o. Late B.S. Narayanaswamy
- 06. SRI. B.N. NAGENDRA** aged about 56 years
S/o. Late B.S. Narayanaswamy
- 07. SRI. B.N. GOVARDHANA** aged about 51 years
S/o. Late B.S. Narayanaswamy
- 08. SRI. B.N. MANJUNATHA** aged about 45 years
S/o. Late B.S. Narayanaswamy.

All are residing at same address at No. 1006, B.B. Road C/o. D.P. Nagappa Block, Yelahanka, Bangalore. Hereinafter collectively referred to as the **"VENDORS/OWNERS"** (which expression wherever the context so requires or admits shall mean and include their executors, administrators, Legal Representatives and assigns etc.) represented by their duly constituted Power of Attorney Holder **M/S. FORTUNA BUILDCON INDIA PRIVATE LIMITED**, having its office at # 7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080, represented by its **CHAIRMAN & MANAGING DIRECTOR S.V. NARESH KUMAR** aged about 46 years.

AND

M/S. FORTUNA BUILDCON INDIA PRIVATE LIMITED, having its office #7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080, Represented by its **CHAIRMAN & MANAGING DIRECTOR S.V. NARESH KUMAR** aged about 44 years. Hereinafter referred to as the **'DEVELOPER/CONSENTING PARTY'** (which expression wherever the context so requires or admits shall mean and include its successors-in-interest and assigns).

AND

MR. -----, aged about 36 years, S/o. -----, residing at -----. Hereinafter referred to as the **'PURCHASER/S'** (which expression, wherever the context so requires or admits shall mean and include his/her/their heirs, legal representatives, executors, administrators, successors-in-interest and assigns or any one claiming through or under him/her/them).

WITNESSETH:

WHEREAS the FIRST PARTY (Owner No.1) is the absolute owner and in possession and enjoyment of the land bearing survey No. 98/1, measuring 5 acre 29 guntas situated at Kogilu Village, Yelahanka Hobli, Bangalore North

Taluk, which is more fully described in the Schedule hereto and herein after referred to as the '**SCHEDULE 'A' PROPERTY**'.

WHEREAS, the property more fully described in the schedule hereto and herein after referred to as the Schedule 'A' Property was originally owned by one Shri. D.P. Nagappa, who has acquired the same through registered Partition Deed Dtd: 20.01.1960, vide Document No.9401/59-60, Book I, Volume 1835, pages 124 to 131, registered in the Sub-registrar office, Bangalore North, which was effected between himself and his brothers.

WHEREAS, D.P. Nagappa had a son by name V. Rangappa and daughter by name Ramanjinamma. Whereas the said Ramanjinamma had died leaving behind her four sons namely B.N. Sridhar (5th Owner herein), B.N. Nagendra (6th Owner herein), B.N. Govardhana (7th Owner herein) and B.N. Manjunatha (8th Owner herein) and one daughter by name B.N. Susheelamma (1st Owner herein) and whereas the said B.N. Susheelamma was married to V. Rangappa i.e. her maternal uncle.

WHEREAS, after demise of D.P. Nagappa, his son V. Rangappa & daughter Ramanjinamma inherited the property jointly and the revenue records have been mutated in the name of Sri. V. Rangappa and the mutation in respect of the schedule property was carried out vide Mutation Register No. 1/88-89 and thus acquired the absolute ownership over the Schedule 'A' Property.

WHEREAS, after demise of Ramanjinamma, her children, namely B.N. Sridhar (5th Owner herein), B.N. Nagendra (6th Owner herein), B.N. Govardhana (7th Owner herein) and B.N. Manjunatha (8th Owner herein) have got right, title and interest over 50% share in the schedule 'A' property.

WHEREAS, after demise of V. Rangappa, the property described in the Schedule 'A' herein under stands in his wife Smt. Susheelamma (owner no.1) vide MR. No.39/2004-2005 Dtd: 02.01.2005.

And thus the Owner No.1 has acquired absolute ownership and possession over the land bearing Sy.No.98/1, measuring 5 acre 29 guntas described in the schedule 'A' property. The Owners are fully seized and possessed of the Schedule 'A' Property with power and authority to sell or otherwise dispose of the said Property in favour of any persons of their choice.

WHEREAS, the above referred Owners, i.e. 1st, 5th to 8th Owners are the legal heirs of Late Ramanjinamma and 2nd, 3rd & 4th Owners are the children of the Smt. Susheelamma (i.e. 1st Owner).

WHEREAS, the land described in Schedule 'A' property has been converted for residential purposes vide conversion order No:ALN(NAY)SR:163/2010-11, Dtd: 07.03.2011.

Whereas, presently Khatha of the Schedule 'A' property bearing BBMP Khatha Nos.211/98/1 and 212/98/1 stands in the name of

Smt.Susheelamma (The Vendor No.1 herein) in the records of BBMP, Bangalore.

WHEREAS, as the Schedule 'A' Property has already been converted and suitable for development of Residential Project, the Owner No.1 and her children (Owners No.2,3,4) & her brothers (Owners No.5,6,7,8) have intended to entrust the schedule 'A' property for Joint Development and the family members have no objections for joint development and have agreed and confirmed the Joint Development Agreement for the development and sale of the same in favour of the Developer herein who is in the field of Development of properties.

WHEREAS, the VENDORS NO.1 to 8 have entered into a Joint Development Agreement, dated 14.09.2012, registered as document No.BYP-1-03518-2012-13 stored in CD NO: BYPD129, registered in the office of Senior Sub-Registrar, Byatarayanapura, hereinafter called as Development Agreement with M/S.FORTUNA BUILDCON (INDIA) PRIVATE LIMITED, the DEVELOPER/CONSENTING PARTY herein. By virtue of this Development Agreement, the DEVELOPER/CONSENTING PARTY has acquired full power and authority to develop the Schedule 'A' Property, and to do all such acts aforesaid to execute the terms of Development Agreement.

Whereas in furtherance of the scheme of development formulated by the VENDORS and DEVELOPER, the DEVELOPER has obtained Residential Construction Plan for the construction of proposed residential Building comprising of BF+GF+14 Upper Floors at the schedule property by Bruhat Bangalore Mahanagar Palike vide **L.P.No.0174/2014-15, dated 19.01.2015.**

WHEREAS, as per the terms of Joint Development Agreements entered into between the Owners/First Party and the Developer/Builder, the Developer/Builder has been allotted with 61% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners have been allotted with 39% share of Super Built-up area along with proportionate car parking space, etc., in the project to be developed at Schedule 'A' Property.

WHEREAS, the VENDORS No. 1 to 8 have also executed an irrevocable General Power of Attorney dated 14.09.2012, registered as document No.BYP-4-000148-2012-13 Stored in CD NO: BYPD129, registered in the office of Senior Sub-Registrar, Byatarayanapura, simultaneously with the execution of Joint Development Agreement in favour of the DEVELOPER/CONSENTING PARTY, empowering the DEVELOPER/CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Development Agreement. Thus, the Developer herein is entitled to convey proportionate undivided share, right, title and interest in the Schedule 'A' Property to such parties, who are desirous of and intend to get a residential apartment constructed on the Schedule 'A' Property.

WHEREAS, as per the scheme of development formulated by the VENDORS No. 1 to 8 and DEVELOPER, any person(s) who are interested in owning a

Residential Apartment(s) in the Residential Apartment complex to be constructed on the Schedule Property 'A' shall purchase proportionate undivided share in the Schedule Property 'A' from the Vendors No. 1 to 8 and have a residential Apartment complex constructed through the Developer in an integrated Residential Apartment Complex to be called "**FORTUNA VIVA**" (hereinafter referred to as the "FORTUNA VIVA") to be constructed and developed on the Schedule 'A' Property.

Whereas, an **Apartment bearing No.-----, -----Floor, Block '-----', -----**, measuring **Super built up area of ----- Sq.Ft, along with One covered car parking** which has been described in Schedule 'C' Property and herein after referred as **Schedule 'C' Property** has been fallen to the share of the Developer herein. The Developer herein agreed to sell Schedule 'C' Property together with Undivided land, share, right, title and interest in the land described in **Schedule 'B'** hereto with all rights, liabilities and restrictions in the enjoyment thereof as mentioned herein to the purchaser/s.

WHEREAS, the PURCHASER(S) herein approached the DEVELOPER herein, offering to purchase ----- **Sq Ft** of undivided land, share, right title and interest described in the "SCHEDULE 'B' PROPERTY". The Developer has agreed to sell the same in favour of the Purchaser on certain terms and conditions referred herein below:-

NOW IT IS MUTUALLY AGREED AS UNDER:

1. CONSIDERATION:

1. The DEVELOPER hereby agrees and undertakes to procure and the OWNER/S hereby agree to convey ----- **Sq Ft** undivided land, share, right, title and interest in "SCHEDULE 'A' PROPERTY" more fully described in SCHEDULE 'B' PROPERTY hereunder to and in favour of the PURCHASER/S herein for a sale consideration price of **Rs.-----/- (Rupees ----- Only)** together with right to construct a residential flat through the contractor of the dimensions and the location more particularly described in Schedule Property.

The PURCHASER has paid a sum of **Rs.-----/- (Rupees ----- Only)** by way of ----- bearing No.----- dated: -----, drawn on -----, towards sale consideration to the DEVELOPER on this day the developer do hereby acknowledge receipt of the aforesaid amount paid by the PURCHASER/S to the DEVELOPER. The Vendors No.1 to 8 represented by their GPA Holder M/S.FORTUNA BUILDCON INDIA PRIVATE LIMITED, represented by his Chairman & Managing Director Sri. S.V.Naresh Kumar hereby expressly agree that they shall convey undivided land, share, right, title and interest in the Schedule 'B' Property in favour of Purchaser/s.

Whereas, the Schedule Property is mortgaged to IL&FS Trust Company Ltd., for the benefit of the Debenture Holders by way of Registered Mortgage dated 02.09.2014, bearing Document No.BYP-1-02254/2014-15 stored in CD No.BYPD216, registered in the office of sub-registrar,

Byatarayapura, Bangalore. The Developer Fortuna Buildcon India Private Limited declares that IL&FS Trust Company Ltd., shall have the first charge and lien over the Schedule "B" Property and Schedule "C" Property, for the benefit of the Debenture Holders, and the First Party hereby undertakes to obtain a No Objection Certificate from IL&FS Trust Company Ltd., with regard to the Schedule "B" Property and Schedule "C" Property in favour of the Purchasers. All the sum receivable under this agreement shall be credited to the account details mentioned below:

Account Holder Name: FORTUNA BUILDCON INDIA PRIVATE LIMITED

Account Type: Escrow Account

Account No: 914020037617439

Bank Name: AXIS BANK Jayanagar Branch, Bangalore

MICR Code: 560211003

IFSC Code: UTIB0000052

2. The Developer is entitled to construct building on the Schedule 'A' Property in accordance with the sanctioned plan. A separate Agreement to build is entered into between the Purchaser(s) and the Developer i.e. M/S.FORTUNA BUILDCON INDIA PRIVATE LIMITED.

2. DELAYED PAYMENT

It is specifically agreed that the payments as per ANNEXURE-II shall be made by the PURCHASER/S promptly and to pay the amounts within Ten(10) days from the date of receipt of the demand letter.

If the Second party makes delay to pay the amount beyond (10) days, the Second Party shall be liable to pay the interest @ 18% per annum for the delay period. The interest shall be computed from the date the installment was due for payment.

2 (A) TERMINATION:

If any default in payment continues beyond the period of three (3) months from the date of demand letter mentioned due date, such default shall be deemed to be unreasonably delayed and the Builder has a right to deduct **25%** amount as liquidated damages out of sale consideration amount received from customer and balance amount has to be paid by him/her/them by way of cheque under this Agreement without any interest thereon within three months from the date of Cancellation Letter/Notice. It is specifically understood that the Purchaser(s) should perform the terms of this Agreement as well as of Agreement to build entered into between the Developer and the Purchaser(s). Upon termination of the agreements, the Developer shall be entitled to sell the Schedule 'B' property to any person/s of its choice.

3. VENDORS' REPRESENTATIONS:

- 3.1 The Vendors have got absolute right, title and interest in the Schedule 'B' Property, as the Schedule 'B' Property is the undivided land, share, interest and right, title in Schedule 'A' Property. No one else has got any right, title and interest or any share in respect of Schedule 'B' property.
- 3.2 The Vendors No.1 to 8 have authorized the DEVELOPER/CONSENTING PARTY to develop the Schedule 'A' property in accordance with the scheme of development and also in compliance with the approved construction plan and hence, the DEVELOPER/CONSENTING PARTY is fully empowered and authorized to develop/construct/build several apartments/buildings on Schedule 'A' property by entering into necessary Agreement to Build with the prospective PURCHASER/S of the apartments/buildings.
- 3.3 The Vendors No. 1 to 8 have not created any lease/mortgage/charge over Schedule 'A' property or any part thereof in favour of any one. The Vendors declare and assure that the Schedule 'A' Property is free from encumbrance of every nature and the property is not subject to any acquisition, proceedings, litigation, court attachments or attachments or attachments of any other nature by any authorities, or other public revenue authorities, third party claims, minors / maintenance claims.
- 3.4 The Vendors No. 1 to 8 have proposed to bring the entire Schedule 'A' property which includes Schedule 'B' property under the purview of the Karnataka Apartment Ownership Act, 1972, so as to enable the individual apartment owner to be entitled to have the absolute right, title and interest in respect of the apartment owned by such PURCHASER/S for all legal and practical purposes, independent of the other apartments/buildings in the project subject to the provisions of the said Act.

1. THE PURCHASER(S) COVENANTS WITH THE DEVELOPER AS FOLLOWS:

- i. The Purchaser(s) confirm/s that he/she/they has/have looked in to all documents pertaining to the title of the Schedule 'A' property and they are fully satisfied himself/herself/themselves about the title of the Vendors to the Schedule 'B' property which forms part of Schedule 'A' Property.
- ii. The Purchaser(s) has/have to bear the government fees for registration like Stamp Duty & Registration Charges **prevailing rate at actual as per Govt. norms** for Sale Deed. It is the responsibility of the Purchaser(s) to attend to the same at Purchaser(s) own cost and VENDORS/DEVELOPER have no liability in respect thereto.

- iii. The Purchaser(s) shall pay in time such BESCOM and BWSSB deposits and Vat and Service tax and such other expenses (**As applicable by Govt. norms at actual**) **payable on Demand** in respect of their/his/her flat and the same shall be paid by the Purchaser(s) as per the demand letter raised by the Builder/Developer.
- iv. The Purchaser(s) shall not raise any construction in addition to Schedule 'C' Property.
- v. The Purchaser(s) shall not construct anything on the common open terrace and has/have to keep the common open terrace always open to the sky and un-built upon.
- vi. The Purchaser(s) shall be entitled to own the residential Apartment described in Schedule 'C' hereunder only in the manner provided under this Agreement read along with Agreement to Build.

5. RESTRICTIVE CLAUSE:

The Purchaser(s), shall be entitled only to the undivided land, share, right, title and interest in Schedule 'B' property and shall not be having any claim or objection, whatsoever, for the use by the owner of other apartments and the Purchaser(s) shall not cause any obstruction, hindrance whatsoever, for construction of other apartments by the DEVELOPER/CONSENTING PARTY in the project.

6. NOTICE:

If any notice to be sent to Purchaser/s by Developer will dispatched the notice under RPAD to the address of the Purchaser(s) given in the Booking form/Agreement will be sufficient proof of service thereof on the Purchaser(s) under this Agreement.

7. SPECIFIC PERFORMANCE:

Both the parties are entitled to seek Specific Performance of the Agreement, in case of breach of any of the terms & conditions set-out in this agreement.

"SCHEDULE 'A' PROPERTY"

All that piece and parcel of Converted land for residential purpose bearing Sy.No.98/1 measuring 5 acre 29 guntas, converted vide conversion order No: ALN(NAY)SR 163/2010-11 Dtd:07.03.2011 situated at Kogilu Village, Yelahanka Hobli, Bangalore North Taluk and bounded on:

EAST BY : SY NO.109
WEST BY : SY NO.97
NORTH BY : SY NO.98/2, 98/3, 98/1 and Road
SOUTH BY : SY NO.110

“SCHEDULE ‘B’ PROPERTY”

(undivided share hereby agreed to be sold to the purchaser/s)

---- **Sq.ft** of an undivided land, share, right, title and interest in Schedule ‘A’ Property

“SCHEDULE ‘C’ PROPERTY”

(Description of the Apartment to be constructed)

Apartment bearing # ---- on the ---- **Floor, Block ‘----’**, measuring **Super Built up area** of -----**Sq.ft**, containing ---- **Bedrooms**, together with **One Covered** car parking space, contained in the complex known as **“FORTUNA VIVA”** to be constructed on the Schedule ‘A’ property as per the specifications.

WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND. EXECUTED THIS AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES:

1.

**OWNERS/VENDORS REP. BY
THEIR GPA HOLDER
M/S.FORTUNA BUILDCON INDIA PVT.LTD.
REPTD BY ITS**

2.

**(S.V. NARESH KUMAR)
CHAIRMAN & MANAGING DIRECTOR
DEVELOPER / CONSENTING PARTY**

(-----)
PURCHASER/S

DRAFT

AGREEMENT TO BUILD

This Agreement to Build is made and executed on thisDay of ----- Two Thousand Fifteen (---.---.2015) at Bangalore by and between:-

BY

M/S. FORTUNA BUILDCON INDIA PRIVATE LIMITED, having its office at # 7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080. Represented by its **CHAIRMAN & MANAGING DIRECTOR S.V.NARESH KUMAR** aged about 46 years. Hereinafter referred to as the **“DEVELOPER”** which expression shall where the context so requires or admit, means and include, its respective nominee/s, successors, executors, administrators and assigns of the be deemed to include their heirs, legal representatives, executors, administrators and assigns of the **FIRST PART**.

AND

MR. -----, aged about 36 years, S/o. ----, residing at -----. Hereinafter referred to as the **‘PURCHASER/S’** (which expression, wherever the context so requires or admits shall mean and include his/her/their heirs, legal representatives, executors, administrators, successors-in-interest and assigns or any one claiming through or under him/her/them) on the **SECOND PART**.

WITNESSETH:

WHEREAS the FIRST PARTY (Owner No.1) is the absolute owner and in possession and enjoyment of the land bearing survey No. 98/1, measuring 5 acre 29 guntas situated at Kogilu Village, Yelahanka Hobli, Bangalore North Taluk, which is more fully described in the Schedule hereto and herein after referred to as the **‘SCHEDULE ‘A’ PROPERTY’**.

WHEREAS, the property more fully described in the schedule hereto and herein after referred to as the Schedule ‘A’ Property was originally owned by one Shri.D.P.Nagappa, who has acquired the same through registered Partition Deed Dtd: 20.01.1960, vide Document No.9401/59-60, Book I, Volume 1835, pages 124 to 131, registered in the Sub-registrar office, Bangalore North, which was effected between himself and his brothers.

WHEREAS, D.P. Nagappa had a son by name V. Rangappa and daughter by name Ramanjinamma. Whereas the said Ramanjinamma had died leaving behind her four sons namely B.N. Sridhar (5th Owner herein), B.N. Nagendra (6th Owner herein), B.N. Govardhana (7th Owner herein) and B.N. Manjunatha (8th Owner herein) and one daughter by name B.N. Susheelamma (1st Owner herein) and whereas the said B.N. Susheelamma was married to V. Rangappa i.e. her maternal uncle.

WHEREAS, after demise of D.P. Nagappa, his son V. Rangappa & daughter Ramanjinamma inherited the property jointly and the revenue records have been mutated in the name of Sri. V. Rangappa and the mutation in respect of the schedule property was carried out vide Mutation Register No. 1/88-89 and thus acquired the absolute ownership over the Schedule ‘A’ Property.

WHEREAS, after demise of Ramanjinamma, her children, namely B.N. Sridhar (5th Owner herein), B.N. Nagendra (6th Owner herein), B.N. Govardhana (7th Owner herein) and B.N. Manjunatha (8th Owner herein) have got right, title and interest over 50% share in the schedule 'A' property.

WHEREAS, after demise of V. Rangappa, the property described in the Schedule 'A' herein under stands in his wife Smt. Susheelamma (owner no.1) vide MR. No.39/2004-2005 Dtd: 02.01.2005.

And thus the Owner No.1 has acquired absolute ownership and possession over the land bearing Sy.No.98/1, measuring 5 acre 29 guntas described in the schedule 'A' property. The Owners are fully seized and possessed of the Schedule 'A' Property with power and authority to sell or otherwise dispose of the said Property in favour of any persons of their choice.

WHEREAS, the above referred Owners, i.e. 1st, 5th to 8th Owners are the legal heirs of Late Ramanjinamma and 2nd, 3rd & 4th Owners are the children of the Smt. Susheelamma (i.e. 1st Owner).

WHEREAS, the land described in Schedule 'A' property has been converted for residential purpose vide conversion order No:ALN(NAY)SR:163/2010-11, Dtd: 07.03.2011.

Whereas, presently Khatha of the Schedule 'A' property bearing BBMP Khatha Nos.211/98/1 and 212/98/1 stands in the name of Smt.Susheelamma (The Vendor No.1 herein) in the records of BBMP, Bangalore.

WHEREAS, as the Schedule 'A' Property has already been converted and suitable for development of Residential Project, the Owner No.1 and her children (Owners No.2,3,4) & her brothers (Owners No.5,6,7,8) have intended to entrust the schedule 'A' property for Joint Development and the family members have no objections for joint development and have agreed and confirmed the Joint Development Agreement for the development and sale of the same in favour of the Developer herein who is in the field of Development of properties.

WHEREAS, the VENDORS NO. 1 to 8 entered into a Joint Development Agreement, dated 14.09.2012, registered as document No.BYP-1-03518-2012-13 stored in CD NO: BYPD129 Dtd: 14.09.2012 registered in the office of Senior Sub-Registrar, Byatarayanapura, hereinafter called as Development Agreement with M/S. FORTUNA BUILDCON (INDIA) PRIVATE LIMITED, the DEVELOPER/CONSENTING PARTY. By virtue of this Development Agreement, the DEVELOPER/CONSENTING PARTY has acquired full power and authority to develop the Schedule Property 'A', and to do all such acts aforesaid to execute the terms of Development Agreement.

Whereas in furtherance of the scheme of development formulated by the VENDORS and DEVELOPER, the DEVELOPER has obtained Residential Construction Plan for the construction of proposed residential Building

comprising of BF+GF+14 Upper Floors at the schedule property by Bruhat Bangalore Mahanagar Palike vide **L.P.No.0174/2014-15, dated 19.01.2015.**

WHEREAS, as per the terms of Joint Development Agreements entered into between the Owners/First Party and the Developer/Builder, the Developer/Builder has been allotted with 61% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners have been allotted with 39% share of Super Built-up area along with proportionate car parking

WHEREAS, the VENDORS No. 1 to 8 have also executed an irrevocable General Power of Attorney dated 14.09.2012, registered as document No.BYP-4-000148-2012-13 Stored in CD NO: BYPD129 Dtd: 14.09.2012 registered in the office of Senior Sub-Registrar, Byatarayanapura, simultaneously with the execution of Development Agreement in favour of the DEVELOPER / CONSENTING PARTY, empowering the DEVELOPER / CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Development Agreement. Thus, the Developer herein is entitled to convey proportionate share of undivided right, title and interest in the Schedule 'A' Property to such parties, who are desirous of and intend to get a residential apartment constructed on the Schedule 'A' Property.

Whereas, an Apartment bearing **No.----**, **----- Floor, Block '-----', ----- Bedrooms, measuring Super built up area ----- Sq. Ft**, along with **One covered car parking space** which has been described in Schedule 'C' has been fallen to the share of the Developer herein and the Developer herein has agreed to sell Schedule 'C' together with Undivided interest of the land described in Schedule 'B' hereto with all rights, liabilities and restrictions in the enjoyment thereof as mentioned herein to the purchaser.

WHEREAS, as per the scheme of development formulated by the VENDORS No.1 to 8 and DEVELOPER, any person(s) who are interested in owning a Residential Apartment(s) in the Residential Apartment complex to be constructed on the Schedule 'A' Property shall purchase proportionate undivided share in the Schedule Property 'A' from the Vendors No. 1 to 8 and have a Residential Apartment complex constructed through the Developer in an integrated Residential Apartment Complex to be called "**FORTUNA VIVA**" to be constructed and developed on the Schedule Property 'A'.

WHEREAS, the SECOND PARTY being interested in acquiring a residential apartment constructed on Schedule Property 'A', having scrutinized the title of the LAND-OWNER to the Schedule Property 'A' and the scheme formulated for development of the Schedule Property 'A' by the FIRST PARTY and being satisfied thereof, has offered to join the Scheme and agreed to purchase proportionate undivided share in the Schedule property 'A' so as to enable the SECOND PARTY to get a residential apartment built/constructed in accordance with the scheme formulated by the FIRST PARTY.

WHEREAS, in consideration of the price hereby agreed as per the aforesaid scheme, the FIRST PARTY has agreed to construct and deliver and the

SECOND PARTY has agreed to get constructed a Residential Apartment on Schedule Property 'A' which is more fully described in Schedule 'C' hereunder and hereinafter referred to as Schedule Property 'C' as per the specifications as set out in **Annexure-I** hereunder.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:-

1. ENTRUSTMENT:

The SECOND PARTY hereby entrusts to the FIRST PARTY the construction of the Schedule 'C' Apartment to be constructed on the Schedule 'A' Property. The FIRST PARTY shall construct the schedule Property 'C' in accordance with the plan.

2. TIME FOR COMPLETION AND DELIVERY OF POSSESSION:

The FIRST PARTY/BUILDER agrees and undertakes to complete the construction of the Schedule 'C' Property and agrees to hand over possession of Schedule 'C' Property on or before **DECEMBER 2017** with a grace period of **(6)** months. The Purchaser/s hereby agree/s that if the possession is delayed due to:- Non- availability of Cement, Steel or any such building materials or by reason of War or any act of God, Earthquake, Floods, or other Local Disturbances, Changes in Laws of State, rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project, in that event the period of possession will automatically stand extended. However providing the facilities in the common area requires minimum period of Four to Five months from the date of completion of construction of last block in the project.

If First party is unable to hand over the possession of Schedule 'C' Property on or before **DECEMBER 2017** with a grace period of **(6)** months to the Second Party, the First party undertakes to compensate to the Second party with a sum of **Rs.10,000/-** per month from the due date to till handing over the flat with livable condition to Second Party excluding amenities.

The SECOND PARTY shall not be entitled to demand the possession of the Schedule Property 'C' until all the following payments are made to FIRST PARTY by the SECOND PARTY i.e.

- a) All payments due to land cost with regards to undivided share, right, title, interest and share in Schedule 'A' Property.
- b) All payments due to construction, deposits, taxes and other charges to the FIRST PARTY under this Agreement.

On completion of the construction of the Schedule 'C' Property, the FIRST PARTY shall call upon the SECOND PARTY to take delivery of the same by giving one week prior notice/intimation shall be deemed to be indicative of the completion of construction of Schedule Property 'C'. From the 8th day the

SECOND PARTY shall be liable to pay for Electricity, Water, Property Tax, Maintenance Charges and other dues applicable to the Schedule 'C' Property.

3. SPECIFICATIONS:

The Specifications of the Schedule 'C' Property to be constructed by the FIRST PARTY shall be set out on **Annexure-1**. The facilities to be provided within the project to be put up on Schedule 'A' Property which form part and parcel of this agreement.

4. CONSIDERATION:

The SECOND PARTY shall be payable to the FIRST PARTY a total consideration amount of **Rs.-----/- (Rupees ----- Only)**.

The SECOND PARTY has paid a sum of **Rs.-----/- (Rupees ----- Only)** by way of Chq bearing No..... dated.... drawn on, to the FIRST PARTY this day, the receipt of which the DEVELOPER herewith acknowledges for the aforesaid amount. The SECOND PARTY shall pay the balance consideration of installment amounts as mentioned in **ANNEXURE-II** and the above consideration amount includes the Car Parking Area, BWSSB, BESCO Deposits, Generator Cost, Amenities.

Whereas, the Schedule Property is mortgaged to IL&FS Trust Company Ltd., for the benefit of the Debenture Holders by way of Registered Mortgage dated 02.09.2014, bearing Document No.BYP-1-02254/2014-15 stored in CD No.BYPD216, registered in the office of sub-registrar, Byatarayapura, Bangalore. The Developer Fortuna Buildcon India Private Limited declares that IL&FS Trust Company Ltd., shall have the first charge and lien over the Schedule "B" Property and Schedule "C" Property, for the benefit of the Debenture Holders, and the First Party hereby undertakes to obtain a No Objection Certificate from IL&FS Trust Company Ltd., with regard to the Schedule "B" Property and Schedule "C" Property in favour of the Purchasers. All the sum receivable under this agreement shall be credited to the account details mentioned below:

Account Holder Name: FORTUNA BUILDCON INDIA PRIVATE LIMITED

Account Type: Escrow Account

Account No: 914020037617439

Bank Name: AXIS BANK Jayanagar Branch, Bangalore

MICR Code: 560211003

IFSC Code: UTIB0000052

5. DEPOSITS:

The cost of the BWSSB & BESCO deposit payable on Demand by the Builder.

6. VAT & SERVICE TAX:

The Cost of VAT and Service Tax is included in the aforesaid consideration amount and has to be payable by the Second Party on demand by the First Party at the rate of actual as per the govt. norms.

7. LEGAL DOCUMENTATION CHARGES:

The PURCHASER/S has to pay on demand by First Party **Rs.50,000/-** towards Legal Documentation Charges & e-stamping charges for agreements, Property Tax, Khatha Charges and other miscellaneous expenditures.

The SECOND PARTY has to bear the registration cost & stamp duty charges at his own cost for registration of sale deed at actual as per Government norms.

8. MAINTENANCE CHARGES:

The Purchaser/s has to pay one year Maintenance charges to Builder as per actual before the registration @ the rate of **Rs.3/-per Sq. ft.**

9. DEFAULT IN PAYMENT:

It is specifically agreed that the payments as per **ANNEXURE-II** shall be made by the PURCHASER/S promptly and to pay the amounts within Ten (10) days from the date of receipt of the demand letter.

If the Second party makes delay to pay the amount beyond (10) days, the Second Party shall be liable to pay the amount along with interest @ 18% per annum for the delayed period. The interest shall be computed from the date the installment was due for payment.

10. TERMINATION:

If any default in payment continues beyond the period of three (3) months from the date of demand letter mentioned due date, such default shall be deemed to be unreasonably delayed and the Builder has a right to deduct **25%** amount as liquidated damages out of consideration amount received from customer side and balance amount has to be paid by him/her/them by way of cheque under this Agreement without any interest thereon within three months from the date of Cancellation Letter/Notice. It is specifically understood that the Purchaser(s) should perform the terms of this Agreement as well as of Agreement to build entered into between the Developer and the Purchaser(s). Upon termination of the agreements, the Developer shall be entitled to sell the Schedule 'B' property to any person/s of its choice.

11. NOTICE:

The Cancellation Letters and Notices issued by the FIRST PARTY through RPAD to the address of the SECOND PARTY given in this Agreement will be sufficient proof to the SECOND PARTY and shall effectually discharge the FIRST PARTY from the obligations to issue any further notice.

12. TRANSFER OF OWNERSHIP/ASSIGNMENT:

Unless the SECOND PARTY pays and the FIRST PARTY receives the full consideration amount agreed under this Agreement to Sell and Agreement to Build, the SECOND PARTY shall not be entitled to assign his/her/their rights and benefits under this Agreement/s and also under the Agreement to Sell, or enter into an agreement with anyone, without the prior consent in writing of the FIRST PARTY. Such consent may be refused by the FIRST PARTY, unless the prospective assignee agrees to observe and perform the obligations of the Second Party contained in this Agreement and the FIRST PARTY is otherwise satisfied that their rights and interest under this Agreement are fully and adequately safeguarded. However, in such an event **2%** on total cost of the flat shall be paid by the SECOND PARTY to the FIRST PARTY as transfer fee and assignee shall execute fresh agreements to build and sell with the First Party and Land Owner on the terms and conditions which shall be decided by the First Party.

13. RIGHTS & OBLIGATIONS:

Since the Schedule 'C' Property to be constructed, parties will have mutual rights and obligations in respect of common areas, common facilities, common walls etc., The Covenants contained in Schedules 'D','E','F','G' & 'H' hereunder shall bind by the SECOND PARTY.

It is hereby agreed that the Second Party shall become the member of the Apartment Owner's Association to be formed in accordance with the provisions of the Karnataka Apartment Ownership Act. 1972 and rules framed there under, after the Second Party becomes the Owner of the undivided share, right, title and interest in the land by virtue of conveyance in his favour and completion of the apartment herein agreed to be constructed. The Second party shall execute Deed of declaration, Affidavit, undertakings and papers required under the said Act.

The FIRST PARTY shall not be responsible for any defect in the building noticed after a period of 6 months from the date of intimating the readiness of handing over of apartment to the SECOND PARTY. However, air cracks in plaster and masonry shall not be treated as defect.

14. RIGHT TO USE OF COMMON FACILITIES:-

The SECOND PARTY, members of his/her/their family and other Apartment owners shall be entitled to use the common facilities. However, he/she/they

shall pay such amounts to the FIRST PARTY fixes for the use of such facilities.

15. SPECIFIC PERFORMANCE:

Both the parties are entitled to seek specific performance of the agreement, in case breach of any of the terms & conditions set out in the agreement.

SCHEDULE 'A' PROPERTY

All that piece and parcel of Converted land for residential purpose bearing Sy.No.98/1 measuring 5 acre 29 guntas, converted vide conversion order No: ALN(NAY)SR 163/2010-11 Dtd: 7.03.2011 situated at Kogilu Village, Yelahanka Hobli, Bangalore North Taluk and bounded on:

EAST BY : SY NO.109
WEST BY : SY NO.97
NORTH BY : SY NO.98/2, 98/3, 98/1 and Road
SOUTH BY : SY NO.110

"SCHEDULE 'B' PROPERTY"

(Undivided Share Hereby Agreed To Be Sold To The Purchaser/S)

----- **Sq.ft** of an undivided land, share, right, title and interest in Schedule 'A' Property

"SCHEDULE 'C' PROPERTY"

(Description of Flat to be conveyed to the Purchaser/s)

Apartment bearing # -----, on the ----**Floor**, **Block** '----', measuring Super Built up area of ----- **Sq.ft.** containing ----- **Bedrooms**, together with **One Covered** car parking space, contained in the residential complex known as "**FORTUNA VIVA**" to be constructed on the Schedule property as per the specifications.

SCHEDULE 'D'

(Amenities & Facilities)

The General Amenities such as Visitors parking, Children Play Area, Open air theatre, Multipurpose Court, Basketball Hoop, Elder's Zone, Skating Rink, Exercise Station, Private gardens, Cricket Pitch with Practice Net and Pavilion, Jogging Track, Swimming Pool (Separate Toddler's Pool and Change/Shower Room), Drivers Change room with Toilet, Intercom, Club House Amenities such as Entrance lobby and Reception, Party Hall with Pantry and Rest Room, Billiards, Table Tennis, Yoga, Aerobics, Junior Kids Play Zone, Steam, Resident's Society Office, Club Management Office, Staff Lockers & Changing Room and Gym. All Apartment owners with common rights shall enjoy the above common facilities and amenities for the beneficial use of owners but no one has a right to put up any temporary or permanent structure in this

schedule nor any one has got the right to obstruct other apartment owners to enjoy them as a common facility in the beneficial use of the apartment.

SCHEDULE 'E'
(Restriction on the Right of the Second Party)

The SECOND PARTY so as to bind himself/herself/themselves and his/her/their successors in interests, heirs, representatives and assigns with the consideration of promoting and protecting his/her/their rights and interests as the Owners of the construction described in the Schedule 'C' supra, hereby agree to be bound by the following covenants:

- a. Not to raise any construction in addition to that mentioned in Schedule Property 'C'.
- b. Not to use the open spaces left after the construction is completed in the Schedule 'A' Property.
- c. Not to decorate the exterior of the Schedule 'C' Property to be constructed by the FIRST PARTY.
- d. Not to park any vehicle at any place in the Schedule Property other than in the allotted parking area.
- e. Not to store in the said Unit any goods which are hazardous, dangerous which are excessively heavy as to affect or damage the construction or structure of the said building.
- f. Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and un-built upon.
- g. Not to cause any nuisance or health hazard to the other occupants of the building.
- h. No signboard, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the unit or at any open spaces inside or outside the building and compound wall.
- i. The FIRST PARTY shall retain the common areas and facilities till the formation of duly constituted Body and the SECOND PARTY specifically consent to this undertaking on his/her/their behalf. The SECOND PARTY shall not object whatsoever for handing over of the common areas and facilities, by the FIRST PARTY to duly constituted Body, as soon as it is formed.

SCHEDULE 'F'
(Rights of the Second Party)

- a. The SECOND PARTY, in common with all other entitled persons, permitted or authorized, shall have full rights and liberty to go, pass and re-pass all open spaces, staircases and passages inside and outside the building and construction described in the schedule hereto, at all times of the day or night and for all purposes.
- b. The supply of running water and electricity, cables, pipes and wires which are not or may at any time hereafter be passing in/under/through the building or any part thereon. Right of passage for the SECOND PARTY and his/her/their agent or workmen to the other parts of the building at all reasonable times (on notice) for cleaning or repairing or maintaining the same.
- c. To lay cables/wires through common walls or passages for telephone installation, however respecting the equal right of the others thereof.
- d. The expenses of routine maintenance including cleaning, etc. and provisions of the common facilities and services to the building is paid by the Purchaser/Second Party. In case, the SECOND PARTY defaults in payment due for any common expenses, the FIRST PARTY or the Apex Body of the Apartment owners shall have the right to decide and remove such common benefits or amenities including electricity and water connection from his/her/their enjoyment.

SCHEDULE "G"
(Representation of the Second Party)

The SECOND PARTY in proportion to his/her/their share along with other purchasers in proportion to their shares shall be deemed to have accepted the following conditions and to have contracted to bear the following expenses.

1. All the rates and outgoings, if any, in respect of the land described in the Schedule 'A' Property hereto and the building thereon.
2. The expenses of routine maintenance including Security Payment, Garden cleaning, Swimming pool maintenance, Housekeeping maintenance, Clubhouse and Gym maintenance, Lifts maintenance, Parking area, parking lighting, Maintenance Manager salary, Generator Maintenance and Diesel expenses, Common area Electrical maintenance, Garbage Charges, Plumbing & Electrical etc. and provisions of the common facilities and services to the building.

Till such time as the formation of Association is registered the services mentioned in the above will be carried by the FRIST PARTY. Thereafter decisions taken by the majority of the PURCHASER/S and the interpretations of this clause would be determined by decision of the majority of PURCHASER/S (SUBSEQUENT OWNERS) and repairs/maintenance work carried out against payments of such sums as may be determined by them from time to time.

SCHEDULE 'H'

(The First Party (as Builder) Covenant)

The FIRST PARTY hereby covenants with the SECOND PARTY as follows:

- a. The FIRST PARTY will require every person who shall hereinafter construct any construction comprised in the said apartment complex to covenant and to observe the restrictions set forth in the schedules above.
- b. That the FIRST PARTY or the assignees claiming under or through or in trust of the FIRST PARTY shall always respect the rights of the SECOND PARTY mentioned in this agreement and in the Schedule 'F' in particulars herein particular.
- c. The property documents pertaining to the property shall be handed over to the Apex Body on its formation and till that time it shall be retained by the FIRST PARTY.
- d. FIRST PARTY shall not be liable to set right any defects discovered in Schedule 'C' property after a period of six months, from the date of completion of Schedule 'C' Property.
- e. The FIRST PARTY shall not be liable to make payments towards any bills for common amenities such as common areas power charges, water bills, meter rent or any other expense, bills of electricity and water charges in respect of Schedule 'C' Property, from the date communication indicating the readiness to hand over the possession of the property referred to the Schedule 'C' Property above by the FIRST PARTY to the SECOND PARTY and the SECOND PARTY shall be liable to payment of such charges.

ANNEXURE - I

1. STRUCTURE : RCC framed structure, RCC retaining walls.
2. WALLS : 6" thick solid Concrete blocks for external walls.
3. FLOORING (APARTMENT) : 2 feet x 2feet vitrified flooring for foyer, living, dining area, kitchen, bedrooms and family room,
Staircase : Granite treads and toilets, balcony, utility and toilet,
Ceramic dadoing up to false ceiling in toilets.
Ceramic tiles dadoing, for 2 feet, above kitchen platform.
4. KITCHEN : Granite platform with stainless steel sink & drain board Dado of 2 feet above platform.

5. DOORS : Main Door: Pre-Hung Main Door: 5.5"x2.5" solid wood frame, flush door shutter, (solid Core) with laminated finish along with architrave.
- Bedrooms: 5.5"x2.5" solid wood frame flush door shutter, (Solid Core) with laminated finish along with architrave.
- Toilets: 5.5"x2.5" solid hard wood frame water resistant flush shutter.
- Balcony Door: Two track UPVC sliding doors with Clear glass and mosquito mesh, MS grills as per design for windows only.
- Windows: Two track UPVC sliding windows with clear glass and mosquito mesh.
- Ventilators: UPVC with translucent glass fitted with exhaust provision.
- Hardware: All hardware for doors will be of brushed stainless steel finish of reputed make.
7. ELECTRICAL : One TV Point in the living room and master bedrooms/family rooms.
Fire resistant electrical wires of reputed brand.
Branded modular switches.
One miniature circuit Breaker (MCB) for each room provided at the main distribution box within each flat.
Telephone points shall be provided in living / dining room, intercom to security.
Power load provision: 5KW for 3 BHK, 8 KW for 4 BHK & Duplex
24 Hours DG Power back-up for lighting in common Area, Lifts & pumps.
Split A/C power point in living & all bedrooms.
8. PAINTING : External: Weather Proof Paint
Internal: Plastic emulsion for walls & OBD for Ceiling Enamel Paint for all MS railings.
9. ELEVATORS : High speed elevators of suitable capacity.
10. WATER SUPPLY : Adequate water supply through bore provision corporation water in kitchen.
11. PLUMBING : Floor mounted European water closet of reputed make Wash basin of a reputed make

Hot & cold Wall mixer unit for shower & wash basin
Health faucet of reputed make, provided for all
toilets, Provision for geyser in all toilets.

ANNEXURE – II

PARTICULARS	PERCENTAGE	TOTAL FLAT COST Rs. -----/-
Amount Paid	Rs. -----/-	
On Execution of Agreement	20%	Rs.----- /-
On Completion of footings	4%	Rs.----- /-
Slab over Basement	4%	Rs.----- /-
Slab over 1 st Floor	4%	Rs.----- /-
Slab over 3 rd Floor	4%	Rs.----- /-
Slab over 5 th Floor	4%	Rs.----- /-
Slab over 7 th Floor	4%	Rs.----- /-
Slab over 9 th Floor	4%	Rs.----- /-
Slab over 11 th Floor	10%	Rs.----- /-
Slab Over 13 th Floor	10%	Rs.----- /-
Slab Over 14 th Floor	10%	Rs.----- /-
On Completion of Block Work	10%	Rs.----- /-
On Completion of Internal Plastering	3%	Rs.----- /-
On Completion of Flooring	3%	Rs.----- /-
On Completion of Painting	3%	Rs.----- /-
On Possession December 2017 plus 6 months grace period	3%	
TOTAL	100%	Rs. -----/-

WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND.
EXECUTED THIS AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE
WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES:

1.

**OWNERS/VENDORS REP. BY
THEIR GPA HOLDER
M/S.FORTUNA BUILDCON INDIA PVT.LTD.
REPTD BY ITS**

2.

(S.V. NARESH KUMAR)

**CHAIRMAN & MANAGING DIRECTOR
DEVELOPER / CONSENTING PARTY**

(-----)
PURCHASER/S

DRAFT