

DRAFT

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on thisDay ofTwo
Thousand and Fifteen (---.----.2015) at Bangalore by and between:

BY

1. **Smt. Saraswathamma**, aged about 66 years, W/o.Late Ramaiah
2. **Sri. Manjunath**, aged about 37 years S/o.Late Ramaiah,
3. **Sri. Prakash**, aged about 35 years S/o. S/o .Late Ramaiah
All are residing at Near Saibaba Temple, Kodigehalli, Sahakaranagara, Bangalore.
4. **Smt. Sumithra**, aged about 43 years, D/o. Late Ramaiah
W/o.Sri. Muniraju, residing at Kaduyarappanahalli, B.K. Halli Post, Jal Hobli, Devanahalli Taluk, Bangalore North.
5. **Smt. Padma**, aged about 41 years D/o. Late Ramaiah
W/o.Subramani, residing at # 134, Bagalur Village (post),Jalahobli, Bangalore.
6. **Smt. Saroja**, aged about 39 years, D/o. Late Ramaiah
W/o.Ravikumar residing at Tarahunase, Rajanakunte, Bangalore Rural Dist. Bangalore North -562157
7. **Smt. Bharathi**, aged about 33 years D/o. Late Ramaiah
W/o. of Byrareddy, residing at # 118, Belluthi Village, M.M. Halli Post, Shidla Ghatta (Taluk) C.B. pura (Dist)
8. **Smt.B.H.Chandrika**, aged about 39 years W/o. Late K.V. Shivashankar
9. **Darshini**, aged about 15 years D/o. Late Shivashankar
Represented by natural Guardian of her mother Smt.Chandrika
10. **Venkatesh**, aged about 12 years S/o. Late Shivashankar
Represented by natural Guardian of his mother Smt.Chandrika
11. **Sri. K.V. Nagesh**, aged about 39 years S/o. Late Venkatesh
12. **Sri. K.V. Girish**, aged about 32 years S/o. Late Venkatesh
Residing at No. 717, Ramamandira Road, 2nd Cross, Kodigehalli, Sahakara Nagar Post, Bangalore – 560 092.
13. **Smt. Neelamma**, aged about 65 years W/o Late Narayanappa,
14. **Sri. K. N. Venugopal**, aged about 40 years S/o. Late Narayanappa,
15. **Sri. K. N. Vasanth Kumar**, aged about 39 years S/o. Late Narayanappa
16. **Sri. K.N. Srinivas**, aged about 37 years S/o. Late Narayanappa
All are residing at same address Near Saibaba Temple, Kodigehalli, Sahakaranagar, Bangalore -560 097.
17. **Smt. Vijaya**, aged about 42 years, D/o Late Narayanappa,
W/o.Sri. Venkatesh, residing at Near Silicon Vally School, Sahakarnagar Post, Bangalore -560 097.
18. **Smt. Uma**, aged about 35 years D/o Late Narayanappa,
W/o Ramanjinappa, residing at # 1406, Kodigehalli, Near Sai Baba Temple, Sahakarnagar post, Bangalore – 560 092.
19. **Smt. Radha N.**, aged about 33 years D/o. Late Narayanappa
W/o. Jagadish, residing at # 1352, Manjunatha Nilaya, Behind Sai baba Temple, Kodigehalli, Sahakarnagar post, Bangalore – 560 092.
20. **Smt. Vanitha N.**, aged about 31 years D/o. Late Narayanappa
W/o. Ragavendra, residing at Horamavu Agrahara, Bangalore South Taluk.
21. **Sri. Govindaraju**, aged about 70 years S/o. Late Venkataswamappa
22. **Sri, Keshavmurthy**, aged about 32 years, S/o. Govindaraju

- Both party No.21 and 22 are residing at # 1404, Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk.
23. **Smt. Shailaja G.**, aged about 34 years D/o. Govindraju W/o. M. Ravikumar, residing at No. 1404, Kodigehalli, Village, Yelahanka Hobli.
 24. **Smt.K.A.Nirmala**, aged about 65 years, W/O. H.R. Shanthakumar
 25. **Sri. Girish Krishna Murthy**, aged about 35 years S/o. Late Krishna Murthy K.A
 26. **Sri. Karthik Krishna Murthy**, aged about 31 years S/o, Late Krishna Murthy K.A
 27. **Sri.Roshan Chandra**, aged about 31 years, S/o.Shri.Chandrashekar K.A.
 28. **Ms. Rasna Chandra**, aged about 30 years D/o. Chandrashekar K.A Residing at 75/1, 3rd Main Road, Poorna Pragna Layout, B.S.K. 3rd Stage, Bangalore-85.
 29. **Smt. Shashi Mohan**, aged about 67 years W/o. Late R. Mohan
 30. Ms. Preethi Mohan aged about 38 years D/o. Late R. Mohan
 31. Smt. Arathi Mohan aged about 43 years D/O. Late R. Mohan
 32. **Sri.T. S. Santosh**, aged about 45 years S/o. Late T.G. Sampath Residing at In Step trading Co LLC, P.O. Box 8923 DUBAI-U.A.E. Represented by their Power of Attorney Holder T.S. Darshan aged about 40 years, residing at No. 61/2, New No.7, Flat No.3, Ground Floor, St. Johns Road, Bangalore –560 042.
 33. **Sri.T. S. Darshan**, aged about 40 years S/o. Late T.G. Sampath Residing at No. 61/2, New No.7, Flat No.3, Ground Floor, St. Johns Road, Bangalore – 560 042.
 34. **Smt. T. S. Archana**, aged about 35 years D/o. Late T.G. Sampath Residing at In Step trading Co LLC, P.O. Box 8923 DUBAI-U.A.E. Represented by their Power of Attorney Holder T.S. Darshan aged about 40 years, residing at No. 61/2, New No.7, Flat No.3, Ground Floor, St. Johns Road, Bangalore–560 042.
 35. **Smt. Gowamma**, aged about 71 years, W/o Late Sri. Gangadarappa, Residing at No. 168, Karagadamma Nilaya, Canarabank Layout Main Road, Near Maramma Temple, Vidyaranyapura Post, Bangalore -560097.
 36. **Sri. G. Narayanaswamy**, aged about 50 years, S/o Late Sri. Gangadarappa, Residing at No. 10, Buddajyothi Layout, Virupakshapur, Vidyaranyapura Post, Bangalore - 560097.
 37. **Sri.G.Venkataswamy**, aged about 35 years S/o Late Sri. Gangadarappa, Residing at K.V.S. Naidu Layout, Site No. 4, Near Kavya Bakary, Canarabank Layout Main Road, Vidyaranyapura, Bangalore –560 097.
 38. **Sri. K. G. Anjinappa**, aged about 32 years, S/o.Late Sri. Gangadarappa No.168, Karagadamma Nilaya, Canarabank Layout Main Road, Near Maramma Temple, Vidyaranyapura Post, Bangalore -560 097.
 39. **Smt. Amravathi**, aged about 44 years, D/o Late Sri. Gangadarappa & W/o Sri. K.M. Veeranna, Residing at Kambadahalli, Melur Post, Shidlaghatta Taluk, Chikkaballapura.
 40. **Smt. G.Rathnamma**, aged about 42 D/o Late Sri. Gangadarappa

- & W/o Sri. M.Narayanaswamy, Residing at No. 500, 5th Cross, 5th Main, 2nd Block, R.T.Nagar, Bangalore-32.
41. **Smt. Padmavathi**, aged about 39 Years, D/o Late Sri. Gangadarappa & W/o Sri. Narasimhamurthy, Residing at Chowdanahalli, Dibbur District.
42. **Smt. Parwathamma**, aged about 37 years, D/o. Late Sri.Gangadarappa & W/o.Sri.G.Munegowda, residing at Bagalur, Bangalore North Taluk.

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. **Vendors No.1 to 34** are represented by their duly constituted Power of Attorney Holder **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**, a Private Limited Company registered under the Companies Act 1956, having its Corporate Office at # 7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080, represented by its **Chairman & Managing Director S.V. NARESH KUMAR** & **Vendors 35 to 42** are represented by their duly constituted Power of Attorney Holder **M/S.FORTUNA PROJECTS (INDIA) PRIVATE LIMITED**, having its Corporate Office at # 7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080, represented by its **Managing Director SRI.S.V.NARESH KUMAR**.

AND

M/S. FORTUNA URBANSCAPE PRIVATE LIMITED, a Private Limited Company registered under the Companies Act 1956, having its Corporate Office No.7, Old No.390, 13th Cross Road, Sadashivanagar, Bangalore - 560 080, represented by its **Chairman & Managing Director S.V. NARESH KUMAR** Hereinafter referred to as the **‘DEVELOPER-I/FIRST CONSENTING PARTY’** (which expression wherever the context so requires or admits shall mean and include its successors-in-interest and assigns) **AND M/S.FORTUNA PROJECTS (INDIA) PRIVATE LIMITED**, having its Corporate Office No.7, Old No.390, 13th Cross Road, Sadashivanagar, Bangalore - 560 080, represented by its **Managing Director SRI.S.V.NARESH KUMAR**. Hereinafter referred to as the **‘DEVELOPER-II/SECOND CONSENTING PARTY’** (which expression wherever the context so requires or admits shall mean and include its successors-in-interest and assigns). Both Confirming Parties are collectively hereinafter referred **‘DEVELOPER’** for brevity.

AND

MR., aged about years, S/o., residing at No. 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 THAT:

Whereas, the Owners 1 to 42 are the full and absolute Owners by title and actual possession and enjoyment of all that piece and parcel of land bearing Sy.No.213/7 totally measuring 3 acres 9 guntas and in Sy.No.213/8, measuring 31 guntas, cumulatively measuring 4 acres guntas, excluding kharab land, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property comes under the BBMP limits, Bangalore, which has been more fully described in **ITEM No.I to VII** of the Schedule referred herein under and herein after referred as "Schedule 'A' Property".

Whereas, in Sy.No.213/7 the land totally measuring 3 acres 14 guntas including 5 guntas of Kharab was originally belonging to the one Sri.Venkataswamappa S/o Late Sri.Huchappa. The said Sri.Venkatashamappa had two wives namely (1) Smt. Akkayamma and (2) Smt. Puttamma. Through his first wife, he has a daughter Smt.Venkatamma and son Sri.Gangadharappa and through his second wife, he has three daughters namely (1)Smt.Gowramma (2)Smt.Ramakka and (3) Smt.Laxmamma and four sons namely(4)Sri.Ramaiah (5)Sri.Narayanappa (6)Sri.Venkateshappa (7)Sri.Govindaraju.

Whereas, during the life time of Sri.Venkatashamappa, there was a Family Partition in the presence of the Panchayathdars on July 18, 1959, under which his first wife and his son Sri. Gangadarappa got separated. As per the Family Partition, portion of land in Sy.No.213/7 measuring 0-20 guntas, along with other properties has been fallen to the share of his first wife and her son Sri.Gangadarappa.

Whereas, after the death of Sri.Venkatashamappa, under the Deed of Partition, dated January 1, 1965, which has registered and bearing document No.6624/1964-65 of Book I, Volume 2467 at pages 51 to 62 in the Office of the Sub-Registrar, Bangalore North, remaining extent of land in Sy.No.213/7 and other properties were partitioned between the second wife of late Venkataswamappa i.e. Smt.Puttamma and her sons Sri.Ramaiah, Sri.Venkateshappa, Sri.Narayanappa, Sri.Govindaraju. Under the said Partition Deed, Smt.Puttamma got approximately 0-35 Guntas of land, Sri.Ramaiah got approximately 0-27 Guntas of land, Sri.Venkateshappa got approximately 0-27 Guntas of land and Sri.Narayanappa got approximately 0-10 Guntas of land in Sy.No.213/7 respectively.

Whereas, the aforesaid Partition Deed, dated 01.01.1965 also recognized and confirmed the Partition effected on 18.7.1959 under which portion of land in Sy.No.213/7 measuring 0-20 guntas was allotted to his first Wife and her son Sri.Gangadarappa.

Whereas, the properties allotted under the registered partition Deed vide document No.6624/64-65 dated 01.01.1965 were not equal and hence Sri.Gangadarappa, Sri.Ramaiah, Sri.Venkateshappa, Sri.Narayanappa, Sri.Govindaraju have by mutual consent & understanding, each are in the enjoyment and possession of 0-20 Guntas of land in Sy.No.213/7 and they have applied for transfer of revenue records in their names and pursuant to their application and mutual consent of the parties the

mutation was effected vide M.R.No.2/1998-99, the details of their respective shares as per mutation are as under:-

Name of the Owner.	Sy.NO.	Extent of ownership.
Sri. Gangadarappa	213/7	0-20 Guntas
Smt.Puttamma	213/7	0-34 guntas
Sri. Ramaiah	213/7	0-20 Guntas.
Sri. Venkateshappa	213/7	0-20 Guntas
Sri. Narayanappa	213/7	0-20 Guntas
Sri. Govindaraju	213/7	0-20 guntas
	Total Extent	3 acre 14 guntas

ITEM NO.I (Sy.No.213/7, measuring 0-20 guntas):

Whereas, Sri.Ramaiah S/o. Late Venkataswamappa who was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7, which has been described in **Item No.I**, The said Ramaiah has died intestate leaving behind his wife Smt.Saraswathamma and children Sri.Manjunath, Sri.Prakash Smt.Sumitra, Smt.Padma, Smt.Sarojamma, and Smt.Bharathi, **Parties No.1 to 7** herein to succeed his estates. Khatha of the property was transferred in the name of Smt.Saraswathamma (W/o.late Ramaiah) vide MR No.42/2008-09. Whereas BBMP has assigned KathaNo.2960/213/7 for this extent of land.

Whereas, 0-20 guntas of land in Sy.No.213/7 is presently jointly owned and possessed by **Vendors/Owners No.1 to 7**, the land has been converted from agricultural to non-agricultural purpose vide Conversion Order issued by District Commissioner, Bangalore District, bearing No.ALN (N.A.Y.) SR 40/2012-13, dated 10.07.2012.

Whereas, **Owners No. 1 to 7** have executed Joint Development Agreement dated 18.05.2012 registered as document No.BYP-1-00834-2012-13, stored in CD NO.BYPD113 Dtd: 18.05.2012, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**. By virtue of this Joint Development Agreement, the **DEVELOPER-I/FIRST CONSENTING PARTY** has acquired full power and authority to develop their portion of schedule property and to do all such acts to execute the Joint Development Agreement.

Whereas, simultaneously the **Owners No. 1 to 7** have executed General Power of Attorney dated: 18.05.2012 registered as document No.BYP-4-00037-2012-13, stored in CD NO:BYPD113, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Joint Development Agreement including the sale of DEVELOPER/CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share in the land, car parking space terrace etc. as per the terms of said JDA) in the property.

ITEM NO.II (Sy.No.213/7, measuring 0-20 guntas):

Whereas, the one Sri.V.Venkateshappa (S/o.Late Venkaswamappa) was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7, which is described in **Item No.II**. The said V.Venkatashappa has died intestate leaving his wife Jayamma and children Smt.Shanthamma, Smt.Bhagyamma, Sri.Shivashankar, Smt.Chandrakala, Sri.Nagesh, Smt.Venkatalakshmi and Sri.Girish to succeed his properties.

Later Smt.Jayamma W/o. Late V.Venkateshappa had executed registered Gift Deed dated 10.10.2006, vide registered document no. 17700/2006-07, Book I, stored in CD No.YAND238, in the office of Sub Registrar, Yelahanka, Bangalore, in favour of her sons Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish w.r.to 0-20 guntas in Sy.No.213/7.

Whereas, the land measuring 0-20 guntas has been mutated in the name of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish vide MR No.26/2008-09. BBMP has assigned KathaNo.2961/213/7 for this extent of land.

Whereas, 1]Smt.Shanthamma 2]Smt.Bhagyamma 3]Smt.Chandrakala and 4]Smt.Venkatalakshmi, being the sisters of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have executed a Relinquishment/Release Deed which has registered and bearing Doc.No.1685/2010-11, Book I, stored in CD No.BYPD58, in the office of Sub-Registrar, Byatarayanapura, in favour of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish through which they have released all their rights, interest over the subject property.

By virtue of the aforesaid Gift Deed, Relinquishment Deed and SRI.No.26/2008-09, Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have become the owners of 0-20 guntas of land in Sy.No.213/7.

Whereas, Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have got their land converted from agricultural to non-agricultural residential purposes vide Conversion Order bearing No.ALN(N.A.Y.) SR 38/2012-13, dated 10.07.2012.

Whereas, Sri.K.V.Shivashankar and others have entered into Joint Development Agreement, dated 09.02.2012, which has registered and bearing document No.BYP-1-05187-2011-12, Book I, stored in CD No.BYD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/s. FORTUNA URBANSCAPE PRIVATE LIMITED**. By virtue of this Development Agreement, the **DEVELOPER-I/FIRST CONSENTING PARTY** has acquired full power and authority to develop their portion of schedule property and to do all such acts to execute the Joint Development Agreement.

WHEREAS, simultaneously Sri.K.V.Shivashankar and others have executed General Power of Attorney dated: 09.02.2012, registered as document No.BYP-4-00174-2011-12 stored in CD No:BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms

and conditions of Joint Development Agreement including the sale of DEVELOPER-I/FIRST CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share in the land, car parking space, terrace etc.) as per the terms of said JDA) in the property.

Subsequently the said Sri.K.V.Shivashankar has died leaving behind him his wife Smt.B.H.Chandrika and children Darshini and Venkatesh (**Owners No.8 to 10**) to succeed him for his estates. After the demise of Sri.K.V.Shivashankar, property bearing KathaNo.2961/213/7, Ward No.09 in the records of Vidyaranyapura. bearing BBMP Seal, Bangalore, has been transferred jointly in the name of his wife Smt.B.H.Chandrika and brothers Sri.K.V.Nagesh and Sri.K.V.Girish (**Owners No.8, 11 and 12**).

Thus in the manner stated above, Owners Nos.8 to 12 have become the owners of 0-20 guntas of land in Sy.No.213/7, which has been described in ITEM No.II of "Schedule A Property.'

ITEM NO.III (Sy.No.213/7, measuring 0-20 guntas):

Whereas, Sri.Narayanappa(S/o.late Venkataswamappa) was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7. He has died leaving behind, his wife and children, **Owners No.13 to 20** herein to succeed his properties. After the demise of the said Sri.Narayanappa, the land measuring 0-20 guntas has been mutated in the name of his wife Smt.Neelamma vide MR No.25/2008-09. She has got all the revenue records transferred in her name in respect of 0-20 guntas the said property. BBMP, Bangalore has assigned KathaNo.2958/213/7 for this extent of land.

Whereas, Smt.Neelamma has got the 0-20 guntas of land in Sy.No.213/7 converted from agricultural to non-agricultural residential purposes vide Conversion Order bearing No.ALN(N.A.Y.)SR 41/2012-13 dated 10.07.2012.

Whereas, on 09.02.2012, Smt.Neelamma and her children (**Owners No.13 to 20 herein**) have entered into a Joint Development Agreement which has registered and bearing Document No.BYP-1-05182-2011-12 & stored in CD NO. BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

Whereas simultaneously the **Owners No.13 to 20** have also executed General Power of Attorney dated 09.02.2012 registered as document No. BYP-4-00173-2011-12 stored in CD NO:BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/ FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Development Agreement including the sale of DEVELOPER-I/FIRST CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share

in the land, car parking space, terrace area etc.). Thus, the Developer-I herein has entitled to convey proportionate undivided land, share, right, title and interest in the property described in ITEM NO.III of Schedule 'A' Property, to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

ITEM NO.IV (Sy.No.213/7, measuring 0-34 guntas {0-20guntas + 0-14 guntas}):

Whereas, Sri.Govindaraju (S/o. late Venkaswamappa), **Owner No.21** herein is the owner of 0-34 guntas excluding 0-05 guntas Kharab in Sy.No.213/7, which has been more fully described in **ITEM NO.IV**

Whereas, Sri.Govindaraju has acquired 0-34 guntas of land by virtue of Will dated 25.03.1981, executed by his mother Smt.Puttamma (W/o.LateVenkataswamappa). The said Smt.Puttamma in turn had acquired 0-34 guntas of land by virtue of Registered Partition Deed bearing Doc.No.6624/1964-65. Whereas after the demise of the said Smt.Puttamma, the land measuring 0-34 guntas has been transferred in the name of her son Sri.Govindaraju as per the terms of the Will dated 25.03.1981, vide IHC bearing No.1/1998-99. Out of this extent measuring 0-34 guntas Govindaraju has gifted 0-15 guntas of land in favour of his daughter Smt.Shailaja (Owner No.23 herein).

Whereas, Sri.Govindaraju has also acquired 0-20 guntas of land vide SRI.No.2/1998-99 and as per will remaining land measuring 0-19 guntas. Thus the said Sri.Govindaraju is totally owned and possessed 0-39 guntas of land in Sy.No.213/7 including 5 guntas of Kharab land. BBMP, Bangalore has assigned KathaNo.2957/213/7 for this extent of land.

Whereas, the said Sri.Govindaraju has got the land measuring 0-39 guntas in Sy.No.213/7, including 5 guntas of Kharab land, converted from agricultural to non-agricultural residential purposes vide conversion order bearing No.ALN (N.A.Y.)SR 222/2008-09, dated 17.04.2009, which has been revised by an order dated 10.12.2013.

Whereas, Sri.Govindaraju along with his son Sri.Keshavamurthy (**Owner No.22** herein) has entered into Joint Development Agreement dated 13.06.2012 registered as document No.BYP-1-01291-2012-13 & stored in CD NO.BYPD116 Dtd: 13.06.2012 registered in the office of Senior Sub-Registrar, Byatarayanapura, hereinafter called as Joint Development Agreement with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

WHEREAS, simultaneously the **Owners No. 21 & 22** have executed General Power of Attorney dated 13.06.2012 registered as document No.BYP-4-00056-2012-13 stored in CD NO:BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, in favour of the DEVELOPER-I/ FIRST 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-I herein is entitled to convey proportionate undivided land, share, right, title and interest in the Schedule Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule Property.

ITEM NO.V (Sy.No.213/7, measuring 0-15 guntas):

Whereas, Smt.Shailaja (D/o.Sri.Govindaraju), the **Owner No.23** is the sole and absolute owner of 0-15 guntas of land in Sy.No.213/7, which has been described in ITEM NO.V.

Whereas, the said Smt.Shailaja has acquired 0-15 guntas of land in Sy.No.213/7, out of 0-34 guntas of land under a Gift Deed, dated 18.01.2003, executed by her father Sri.Govindaraju (Owner No.21 herein) (who in turn has acquired the said 0-34 guntas of land by virtue of Will dated 25.03.1981), which has registered and bearing Doc.No.10860/2002-03, stored in CD No.YNK-34, in the Office of Sub Registrar, Yelahanka. She got the land transferred in her name vide MR No.36/2002-03. BBMP, Bangalore has assigned KathaNo.2959/213/7 for this portion of land.

The Agricultural land measuring 0-15 guntas in Sy.No.213/7 has been converted to non agricultural residential purposes vide Conversion Order dated 15.07.2004 bearing No:ALN:SR(NA):90/2004-05.

Whereas, the said Smt.Shailaja has entered into a Joint Development Agreement dated 13.06.2012, registered as document No.1-01290-2012-13 & stored in CD NO.BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/S. FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

WHEREAS, simultaneously the **Owner No.23**, Smt.Shailaja has executed General Power of Attorney dated 13.06.2012 registered as document No.BYP-4-00058-2012-13, stored in CD NO:BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/ FIRST 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-I herein is entitled to convey proportionate undivided land, share, right, title and interest in the Schedule Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule Property.

ITEM NO.VI (Sy.No.213/8, measuring 0-31 guntas):

Whereas, **Owners No. 24 to 34** are the absolute joint owners of the property bearing Sy.No.213/8, measuring 0-31 guntas, which has been more fully described in ITEM NO.VI.

Whereas originally 0-31 guntas of land in Sy.No.213/8 was belonging to the one Sri.Gangappa, who had acquired the same under a Registered Partition Deed bearing Doc.No.2868/1963-64, dated 08.07.1963.

Whereas after the demise of the said Sri.Gangappa, the said property was came to the possession and enjoyment of his wife Smt.Hanumakka and sons Sri.G.Narasaiah, Sri.K.G.Rama Murthy, Sri.G.Venkatesh, who in turn have sold the said 0-31 guntas of land in favour of Sri.S.R.Srinivas Raju under a Registered Sale Deed, dated 10.10.1979, bearing Doc.No.2234/1979-80, Book I, Volume 3147, at pages 109-112, in the office of Sub Registrar, Bangalore North Taluk.

Whereas, the said Sri.S.R.Srinivas Raju in turn had sold the 0-31 guntas of land in Sy.No.213/8 in favour of Smt.K.A.Nirmala, Sri.Girish Krishna Murthy, Sri. Karthik Krishna Murthy, Sri.Roshan Chandra, Kum.Rasna Chandra, Smt.Shashi Mohan and Smt.Kanakalakshmi under a registered Sale deed dated 22.05.1986, bearing Doc.No.297/1986-87, Book I, Volume 3903, at pages 85-90, in the office of Sub Registrar, Bangalore North Taluk. Subsequent to the sale deed land in Sy.No.213/8 was mutated in the name of Smt.K.A.Nirmala and others vide MR No.67/1987-88.

Whereas, the said Smt.Kanakalakshmi has died on 05.07.1990. After her death, the land in Sy.No.213/8, measuring 0-31 guntas has been mutated in the name of her husband Sri.T.G.Sampath and in the name of Smt.Shashi Mohan and Smt.K.A.Nirmala vide M.R.No.23/93-94. The details of their respective shares as per mutation are as under:-

Name of the Owner	Sy.NO.	Extent of ownership.
Sri.T.G. Sampath	213/8	0-10 Guntas.
Smt.Shashi Mohan	213/8	0-10 Guntas.
Smt.K.A. Nirmala	213/8	0-11 Guntas

Whereas, the said Sri.T.G.Sampath has also died on 23.12.2004 leaving behind him his sons Sri.T.S.Santosh and Sri.T.S.Darshan and daughter Smt.T.S.Archana (**Owners No.32, 33 and 34** herein) to succeed his share of property in Sy.No.213/8.

And thus **Owners No.24 to 34** have become the joint owners of 0-31 guntas of land in Sy.No.213/8. BBMP, Bangalore has assigned KathaNo.2956/213/8 for this extent of land.

Whereas, **Owners No. 24 to 34** have entered into a Joint Development Agreement dated 18.05.2012, registered as document No.1-00832-2012-13 & stored in CD NO.BYPD 113, registered in the office of Senior Sub-Registrar, Byatarayanapura, with **M/S. FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

Whereas, simultaneously the **Owners No. 24 to 34** have executed General Power of Attorney dated 18.05.2012, registered as document No.BYP-4-00036-2012-13 stored in CD NO:BYPD 113, registered in the office of Senior Sub-Registrar, Byatarayanapura, in favour of the DEVELOPER-I/ FIRST 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-I herein is entitled to convey proportionate undivided land, share, right, title and interest, in the property described in ITEM NO.VI of Schedule 'A' Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

ITEM NO.VII (Sy.No.213/7, measuring 0-20 guntas):

Whereas, **Owners No.36 to 38**, namely Sri.G.Narayanaswamy, Sri.G.Venkataswamy and Sri.K.G.Anjinappa herein are the absolute owners of another portion of land in Sy.No.213/7, measuring 0-20 guntas, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, which has been described in **Item No.VII**, of Schedule 'A' Property.

Whereas, Sri.Gangadharappa (S/o. late Venkaswamappa), who was in possession and enjoyment of land in Sy.No.213/7, measuring 0-20 guntas by virtue of MR No.2/1998-99, had sold the said property in favour of Sri.K.H.Ramakrishnappa (S/o.Chikkahuchhappa) under a registered Sale deed bearing Doc.No.4078/1961-62, dated 04.07.1961. Subsequent to the purchase of the land, Khatha of the same was transferred in the name of Sri.K.H.Ramakrishnappa vide MR No.20/2005-06.

Whereas, the said Sri.K.H.Ramakrishnappa had authorized the one Smt.Gowramma (W/o.Sri.V.Gangadharappa) to sell, to receive sale consideration and to do other acts in respect of the property bearing Sy.No.213/7, measuring 0-20 guntas under a notarized GPA dated 03.08.1970. Later under a registered Sale deed dated 24.02.2006, which has bearing Doc.No.15051/2005-06, the said Sri.K.H.Ramakrishnappa (S/o.Chikkahuchhappa) represented by his GPA holder Smt.Gowramma had sold and conveyed the property in ITEM NO.VII in favour of Sri.G.Narayanaswamy, Sri.G.Venkataswamy, Sri.K.G.Anjinappa(sons of Gangadharappa), the **Owners No.36, 37 and 38** herein respectively, who are the sons of **Owner No.35** and brothers of **owners No.39 to 42**. They got the Khatha of the land transferred in their name vide MR No.39/2005-06. And thus the **Owners No.35 to 42** have become the owners the land measuring 20 guntas in Sy.No.213/7, which has been described in the ITEM NO.VII. The said property was bearing BBMP Khatha No.2988/213/7.

Whereas the Owners **No.35 to 42**, along with their other family members have entered into Joint Development Agreement, dated 25.03.2011, with **M/S.FORTUNA PROJECTS (INDIA) PRIVATE LIMITED**, represented by its Chairman SRI.PADMAIAH VUPPU and Managing Director SRI.S.V.NARESH KUMAR, the **DEVELOPER-II/SECOND CONFIRMING PARTY** herein, which has registered as Doc.No.BYPD-1-06116/2010-11, Book I, stored in CD No.BYPD71, in the office of Sub-Registrar, Byatarayanapura, Bangalore.

Whereas, simultaneously the **Owners No. 35 to 42** have also executed General Power of Attorney dated 25.03.2011, which has registered and bearing Doc.No.BYP-4-00330/2010-11, Book IV, stored in CD No.BYPD71, in the office of Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-II/SECOND CONFIRMING PARTY herein 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 land, share, right, title and interest, in the property described in ITEM NO.VII of Schedule 'A' Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

Whereas, the land described in ITEM NO.VII has been converted for non-agricultural residential purposes vide Conversion Order bearing No.ALN (NAY)SR 237/13-14, dated 02.06.2014, which has been issued in favour of Sri.G.Narayanaswamy, Sri.G.Venkataswamy, Sri.K.G.Anjinappa (Sons of V.Gangadharappa).

Whereas, the entire property described in ITEM NOS. I to VII in Sy.No.213/7 and 213/8, is measuring in total 4 acres, which excludes 5 guntas of Kharab land. Whereas out of the total extent of land in Sy.No.213/7, an extent measuring 6½ guntas (which includes 5 guntas of kharab land) has been relinquished in favour of The Commissioner, BBMP under a registered Relinquishment Deed bearing Doc.No.HBB-1-05480/2013-14, Book I, stored in CD No.HBBD147, in the office of Sub-Registrar, Hebbal.

Whereas, subsequent to the registered Relinquishment Deed in favour of BBMP, mentioned in the above para, the remaining extent of land in Sy.No.213/7 and 213/8, totally measuring 3 acres 38 ½ has been assigned with single amalgamated **BBMP Khatha No.2988/213/7**, Vidyaranyapura Ward No.9 in the records of Bruhath Bangalore Mahanagara Palike, Bangalore.

Whereas in furtherance of the scheme of development formulated by the VENDORS No.1 to 42 and DEVELOPER, the Developers/Consenting Parties have obtained building construction plan duly approved by the Bruhath Bangalore Mahanagara Palike vide **L.P. # 0176/2014-15, dated 17.11.2014.**

Whereas, as per the scheme of development formulated by the VENDORS No.1 to 42 and DEVELOPER, any person(s) who are interested in owning a Residential Apartment(s) in the Residential Apartment complex called **"FORTUNA WINDFLOWER"** to be constructed on the Composite Schedule Property shall purchase proportionate undivided land, share, right, title, interest and super built up area, car parks, amenities & facilities in the Composite Schedule Property and have a Residential Apartment constructed through the Developer in the said integrated Residential Apartment Complex.

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 58% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners No.1 to 23 and 35 to 42 have

been allotted with 42% share of Super Built-up area along with proportionate car parking space, etc., in respect of Sy.No.213/7 (Property described in ITEM Nos. I, II, III, IV, V and VII) and the Developer/Builder has been allotted with 60% share of Super built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners No.24 to 34 have been allotted with 40% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc., in respect of Sy.No.213/8(Property described in ITEM No.VI) of Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore.

Whereas the VENDORS No.1 to 42 all have executed an irrevocable General Power of Attorneys simultaneously with the execution of Joint Development Agreements in favour of the DEVELOPER/CONSENTING PARTIES (both First and Second Consenting Party respectively), empowering to do all such acts, deeds and things as are required to implement the terms and conditions of the said Joint Development Agreements. Thus, the Developers herein are entitled to convey proportionate share right, title and interest in the undivided land in the 'Composite Schedule Property' to such parties, who are desirous of and intended to get a residential apartment constructed on the Schedule 'A' Property.

Whereas, the Owners 1 to 42 all have entered into an Allocation Agreement dated 28.11.2014 with the Builders for sharing of flats constructed over the schedule property. As per the said Allocation Agreement, an **Apartment bearing No.,th Floor, Block '....' Type '....', '....' BHK, measuring Super built up area ofSq. Ft, along with 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 Developers herein. The Developers 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.

2. The PURCHASER/S has paid a sum of **Rs.**/- (Rupee Only) by way of Chq. No. Dtd: 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 42 represented by their GPA Holders hereby expressly agree that they shall convey undivided land, share, right, title and interest in the Schedule 'B' Property in favour of Purchaser/s.
3. The Developer are entitled to construct building on the Schedule Property 'A' 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 URBANSCAPE 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 Seven (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. VENDOR'S 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 42 have authorized the DEVELOPER 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 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 42 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 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 42 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.

4. THE PURCHASERS 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 BESCO 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 unbuilt 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"

ITEM NO.I: [Property belonging to Smt.Saraswathamma and others, Parties No.1 to 7]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide Conversion Order No:ALN(NAY)SR:40/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2960/213/7 and bounded on:

East by : Sy.No. 213/7 remaining property
West by : Sy.No. 213/7 remaining property
North by : Sy.No. 213/7 remaining property
South by : Sy.No.214 property

ITEM NO. II: [Property belonging to Smt.B.H.Chandrika and others, Parties No.8 to 12]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide Conversion Order No: ALN[NAY]SR:38/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2961/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.213/7 remaining property
North by : Sy.No.213/7 remaining property
South by : Sy.No.214 property

ITEM NO.III: [Property belonging to Smt.Neelamma and others, Parties No.13 to 20]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 guntas vide Conversion Order No: ALN(NAY)SR:41/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2958/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.6 property
North by : Sy.No.213/7 remaining property
South by : Sy.No.214 property

ITEM NO. IV: [Property belonging to Sri.Govindaraju, Party No.21]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-34 Guntas (20 guntas+14 guntas) vide conversion order No: ALN(NAY)SR222/2008-09 Dtd: 17.04.2009 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khatha No. 2957/213/7 and bounded on:

A] Sy.No.213/7, measuring 20 guntas.

East by : Road,
West by : Property Ramaiah's wife and children,
North by : Gangadarappa's sons property,
South by : Tukaram's property.

B] Sy.No.213/7, measuring 14 guntas.

East by : Gangadharappa's sons property,
West by : Smt.Shailaja's Property,
North by : Nanjappa's property,
South by : Ramaiah, Narayanappa and Venkatashamappa's sons property.

ITEM NO. V: [Property belonging to Smt.Shailaja, Party No.23]

All that piece and parcel of converted land bearing Sy.No.213/7 measuring 0-15 Guntas vide conversion order NO: ALN:SR(NA)90/04-05 Dtd: 15.07.2004, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khatha No. 2959/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.213/8 property
North by : Sy.No.210 property
South by : Sy.No.213/6 property

ITEM NO. VI: [Property belonging to Smt.Nirmala and others, Parties No.24- 34]

All that piece and parcel of converted land bearing Sy.No.213/8 measuring 0-31 Guntas vide Conversion Order No: ALN (NAY)SR: 39/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing katha No. 2956/213/8 and bounded on:

East by : Sy.No.7 Property
West by : Sy.No.210 Property
North by : Sy.No.210 Property
South by : Sy.No.2 Property

ITEM NO.VII: [Property belonging to Smt.Gowramma and others, Parties No.35 to 42]

All that piece and parcel of converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide conversion order No.ALN(NAY)SR 237/13-14, dated 02.06.2014, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khatha No. 2988/213/7 and bounded on:

East by : Cow Street (Danada Oni),
West by : Remaining portion of Sy.No.213/7,
North by : Property of Bidalur Munishamappa,
South by : Remaining portion of Sy.No.213/7.

“COMPOSITE SCHEDULE PROPERTY”

(FOR ITEM NOS.I, II, III, IV, V, VI & VII of SCHEDULE ‘A’ PROPERTY)

All that piece and parcel of land bearing Sy.No.213/7 measuring 3 acres 9 guntas and 213/8, measuring 0-31 guntas, totally measuring 4 acres (excluding 5 guntas of Kharab in Sy.No.213/7, out of which 6½ guntas of land has been relinquished in favour of BBMP), converted for non-agricultural residential purposes vide above mentioned conversion orders respectively, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently comes under the limits of BBMP, Bangalore and bearing amalgamated Khata No.2988/213/7 and bounded on:-

East by : Road,
West by : Sy.No.213/6,
North by : Sy.No.210,
South by : Sy.No.214.

“SCHEDULE ‘B’ PROPERTY”

(Undivided land hereby agreed to be conveyed to the Purchaser/s)

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

“SCHEDULE ‘C’ PROPERTY”

(Description of Flat/Duplex to be conveyed to the purchaser/s)

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

DRAFT

IN WITNESS WHEREOF, Parties herein have affixed their signatures to these presents in the presence of the witnesses attesting hereunder on the day, month and year first above-mentioned.

WITNESSES:

1.

**VENDORS/OWNERS No.1 to 34
(Represented by their GPA Holder)
M/S. FORTUNA URBANSCAPE PVT. LTD.
REPTD. BY ITS**

2.

**VENDORS/OWNERS No.35 to 42
(Represented by their GPA Holder)
M/S. FORTUNA PROJECTS (INDIA) PVT. LTD.
REPTD. BY ITS**

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

**(NARESH KUMAR)
MANAGING DIRECTOR
DEVELOPER-II/SECOND CONSENTING PARTY**

**(.....)
PURCHASER**

DRAFT

AGREEMENT TO BUILD

THIS AGREEMENT TO BUILD is made and executed on thisDay of
Two Thousand and Fifteen (----.----.2015) at Bangalore:

BY AND BETWEEN

1]M/S. FORTUNA URBANSCAPE PRIVATE LIMITED, represented by its **Chairman & Managing Director S.V. NARESH KUMAR**, AND **2]M/S.FORTUNA PROJECTS (INDIA) PRIVATE LIMITED** represented by its **Managing Director SRI.S.V.NARESH KUMAR**, both are Private Limited Companies registered under the Companies Act 1956, having Corporate Office at # 7, old No.390, 13th Cross Road, Sadashivanagar, Bangalore-560 080. Hereinafter referred to as **BUILDER-I & BUILDER-II** respectively and collectively referred as the **'DEVELOPERS/BUILDERS'** (Which expression wherever the context so requires or admits shall mean and include its successors-in-interest and assigns).

AND

MR., aged about years, S/o., residing at No. #..... 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 **OTHER PART.**

WITNESSETH THAT:

Whereas, the Owners 1 to 42 (As per Sale Agreement) are the full and absolute Owners by title and actual possession and enjoyment of all that piece and parcel of land bearing Sy.No.213/7 totally measuring 3 acres 09 guntas excluding 5 guntas karab and in Sy.No.213/8, measuring 0-31 guntas, cumulatively measuring 4 acres, excluding 5 guntas of kharab land in Sy.No.213/7, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property comes under the BBMP limits, Bangalore, which has been more fully described in **ITEM No. I to VI** of the Schedule referred herein under and herein after referred as "Schedule 'A' Property".

Whereas, in Sy.No.213/7 the land totally measuring 3 acres 14 guntas including 5 guntas of Kharab was originally belonging to the one Sri.Venkataswamappa S/o Late Sri.Huchappa. The said Sri.Venkatashamappa had two wives namely (1) Smt. Akkayamma and (2) Smt. Puttamma. Through his first wife, he has a daughter Smt.Venkatamma and son Sri.Gangadharappa and through his second wife, he has three daughters namely (1)Smt.Gowramma (2)Smt.Ramakka and (3) Smt.Laxmamma and four sons namely(4)Sri.Ramaiah (5)Sri.Narayanappa (6)Sri.Venkateshappa (7)Sri.Govindaraju.

Whereas, during the life time of Sri.Venkatashamappa, there was a Family Partition in the presence of the Panchayathdars on July 18, 1959, under which his first wife and his son Sri. Gangadarappa got separated. As per the Family Partition, portion of

land in Sy.No.213/7 measuring 0-20 guntas, along with other properties has been fallen to the share of his first wife and her son Sri. Gangadarappa.

Whereas, after the death of Sri.Venkatashamappa, under the Deed of Partition, dated January 1, 1965, which has registered and bearing document No.6624/1964-65 of Book I, Volume 2467 at pages 51 to 62 in the Office of the Sub-Registrar, Bangalore North, remaining extent of land in Sy.No.213/7 and other properties were partitioned between the second wife of late Venkataswamappa i.e. Smt.Puttamma and her sons Sri.Ramaiah, Sri.Venkateshappa, Sri.Narayanappa, Sri.Govindaraju. Under the said Partition Deed, Smt.Puttamma got approximately 0-35 Guntas of land, Sri.Ramaiah got approximately 0-27 Guntas of land, Sri.Venkateshappa got approximately 0-27 Guntas of land and Sri.Narayanappa got approximately 0-10 Guntas of land in Sy.No.213/7 respectively.

Whereas, the aforesaid Partition Deed, dated 01.01.1965 also recognized and confirmed the Partition effected on 18.7.1959 under which portion of land in Sy.No.213/7 measuring 0-20 guntas was allotted to his first Wife and her son Sri. Gangadarappa.

Whereas, the properties allotted under the registered partition Deed vide document No.6624/64-65 dated 01.01.1965 were not equal and hence Sri.Gangadarappa, Sri.Ramaiah, Sri.Venkateshappa, Sri.Narayanappa, Sri.Govindaraju have by mutual consent & understanding, each are in the enjoyment and possession of 0-20 Guntas of land in Sy.No.213/7 and they have applied for transfer of revenue records in their names and pursuant to their application and mutual consent of the parties the mutation was effected vide M.R.No.2/1998-99, the details of their respective shares as per mutation are as under:-

Name of the Owner.	Sy.NO.	Extent of ownership.
Sri. Gangadarappa	213/7	0-20 Guntas
Smt.Puttamma	213/7	0-34 guntas
Sri. Ramaiah	213/7	0-20 Guntas.
Sri. Venkateshappa	213/7	0-20 Guntas
Sri. Narayanappa	213/7	0-20 Guntas
Sri. Govindaraju	213/7	0-20 guntas
	Total Extent	3 acre 14 guntas

ITEM NO.I (Sy.No.213/7, measuring 0-20 guntas):

Whereas, Sri.Ramaiah S/o. Late Venkataswamappa who was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7, which has been described in **Item No.I**, The said Ramaiah has died intestate leaving behind his wife Smt.Saraswathamma and children Sri.Manjunath, Sri.Prakash Smt.Sumitra, Smt.Padma, Smt.Sarojamma, and Smt.Bharathi, **Parties No.1 to 7** herein to succeed his estates. Khatha of the property was transferred in the name of Smt.Saraswathamma (W/o.late Ramaiah) vide MR No.42/2008-09. Whereas BBMP has assigned KathaNo.2960/213/7 for this extent of land.

Whereas, 0-20 guntas of land in Sy.No.213/7 is presently jointly owned and possessed by **Vendors/Owners No.1 to 7**, the land has been converted from agricultural to non-agricultural purpose vide Conversion Order issued by District Commissioner, Bangalore District, bearing No.ALN(N.A.Y.)SR 40/2012-13, dated 10.07.2012.

Whereas, **Owners No. 1 to 7** have executed Joint Development Agreement dated 18.05.2012 registered as document No.BYP-1-00834-2012-13, stored in CD NO.BYPD113 Dtd: 18.05.2012, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**. By virtue of this Joint Development Agreement, the **DEVELOPER-I/FIRST CONSENTING PARTY** has acquired full power and authority to develop their portion of schedule property and to do all such acts to execute the Joint Development Agreement.

Whereas, simultaneously the **Owners No. 1 to 7** have executed General Power of Attorney dated: 18.05.2012 registered as document No.BYP-4-00037-2012-13, stored in CD NO:BYPD113, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Joint Development Agreement including the sale of DEVELOPER-I/FIRST CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share in the land, car parking space terrace etc. as per the terms of said JDA) in the property.

ITEM NO.II (Sy.No.213/7, measuring 0-20 guntas):

Whereas, the one Sri.V.Venkateshappa (S/o.Late Venkaswamappa) was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7, which is described in **Item No.II**. The said V.Venkatashappa has died intestate leaving his wife Jayamma and children Smt.Shanthamma, Smt.Bhagyamma, Sri.Shivashankar, Smt.Chandrakala, Sri.Nagesh, Smt.Venkatalakshmi and Sri.Girish to succeed his properties.

Later Smt.Jayamma W/o. Late V.Venkateshappa had executed registered Gift Deed dated 10.10.2006, vide registered document no. 17700/2006-07, Book I, stored in CD No.YAND238, in the office of Sub Registrar, Yelahanka, Bangalore, in favour of her sons Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish w.r.to 0-20 guntas in Sy.No.213/7.

Whereas, the land measuring 0-20 guntas has been mutated in the name of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish vide MR No.26/2008-09. BBMP has assigned KathaNo.2961/213/7 for this extent of land.

Whereas, 1]Smt.Shanthamma 2]Smt.Bhagyamma 3]Smt.Chandrakala and 4]Smt.Venkatalakshmi, being the sisters of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have executed a Relinquishment/Release Deed which has registered and bearing Doc.No.1685/2010-11, Book I, stored in CD No.BYPD58, in

the office of Sub-Registrar, Byatarayanapura, in favour of Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish through which they have released all their rights, interest over the subject property.

By virtue of the aforesaid Gift Deed, Relinquishment Deed and SRI.No.26/2008-09, Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have become the owners of 0-20 guntas of land in Sy.No.213/7.

Whereas, Sri.K.V.Shivashankar, Sri.K.V.Nagesh and Sri.K.V.Girish have got their land converted from agricultural to non-agricultural residential purposes vide Conversion Order bearing No.ALN(N.A.Y.) SR 38/2012-13, dated 10.07.2012.

Whereas, Sri.K.V.Shivashankar and others have entered into Joint Development Agreement, dated 09.02.2012, which has registered and bearing document No.BYP-1-05187-2011-12, Book I, stored in CD No.BYD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/s. FORTUNA URBANSCAPE PRIVATE LIMITED**. By virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop their portion of schedule property and to do all such acts to execute the Joint Development Agreement.

WHEREAS, simultaneously Sri.K.V.Shivashankar and others have executed General Power of Attorney dated: 09.02.2012, registered as document No.BYP-4-00174-2011-12 stored in CD No:BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/ FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Joint Development Agreement including the sale of DEVELOPER-I/ FIRST CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share in the land, car parking space, terrace etc.) as per the terms of said JDA) in the property.

Subsequently the said Sri.K.V.Shivashankar has died leaving behind him his wife Smt.B.H.Chandrika and children Darshini and Venkatesh (**Owners No.8 to 10**) to succeed him for his estates. After the demise of Sri.K.V.Shivashankar, property bearing KathaNo.2961/213/7, Ward No.09 in the records of Vidyaranyapura. bearing BBMP Seal, Bangalore, has been transferred jointly in the name of his wife Smt.B.H.Chandrika and brothers Sri.K.V.Nagesh and Sri.K.V.Girish (**Owners No.8, 11 and 12**).

Thus in the manner stated above, Owners Nos.8 to 12 have become the owners of 0-20 guntas of land in Sy.No.213/7, which has been described in ITEM No.II of "Schedule A Property."

ITEM NO.III (Sy.No.213/7, measuring 0-20 guntas):

Whereas, Sri.Narayanappa(S/o.late Venkataswamappa) was in possession and enjoyment of 0-20 guntas of land in Sy.No.213/7. He has died leaving behind, his wife and children, **Owners No.13 to 20** herein to succeed his properties. After the

demise of the said Sri.Narayanappa, the land measuring 0-20 guntas has been mutated in the name of his wife Smt.Neelamma vide MR No.25/2008-09. She has got all the revenue records transferred in her name in respect of 0-20 guntas the said property. BBMP, Bangalore has assigned KathaNo.2958/213/7 for this extent of land.

Whereas, Smt.Neelamma has got the 0-20 guntas of land in Sy.No.213/7 converted from agricultural to non-agricultural residential purposes vide Conversion Order bearing No.ALN(N.A.Y.)SR 41/2012-13 dated 10.07.2012.

Whereas, on 09.02.2012, Smt.Neelamma and her children (**Owners No.13 to 20 herein**) have entered into a Joint Development Agreement which has registered and bearing Document No.BYP-1-05182-2011-12 & stored in CD NO. BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

Whereas simultaneously the **Owners No.13 to 20** have also executed General Power of Attorney dated 09.02.2012 registered as document No. BYP-4-00173-2011-12 stored in CD NO:BYPD101, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/ FIRST CONSENTING PARTY to do all such acts, deeds and things as are required to implement the terms and conditions of Development Agreement including the sale of DEVELOPER-I/ FIRST CONSENTING PARTY'S share (i.e. 58% SBA along with proportionate undivided share in the land, car parking space, terrace area etc.). Thus, the Developer herein has entitled to convey proportionate undivided land, share, right, title and interest in the property described in ITEM NO.III of Schedule 'A' Property, to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

ITEM NO.IV (Sy.No.213/7, measuring 0-34 guntas {0-20guntas + 0-14 guntas}):

Whereas, Sri.Govindaraju (S/o. late Venkaswamappa), **Owner No.21** herein is the owner of 0-34 guntas excluding 0-05 guntas Kharab in Sy.No.213/7, which has been more fully described in **ITEM NO.IV**

Whereas, Sri.Govindaraju has acquired 0-34 guntas of land by virtue of Will dated 25.03.1981, executed by his mother Smt.Puttamma(W/o.LateVenkataswamappa). The said Smt.Puttamma in turn had acquired 0-34 guntas of land by virtue of Registered Partition Deed bearing Doc.No.6624/1964-65. Whereas after the demise of the said Smt.Puttamma, the land measuring 0-34 guntas has been transferred in the name of her son Sri.Govindaraju as per the terms of the Will dated 25.03.1981, vide IHC bearing No.1/1998-99. Out of this extent measuring 0-34 guntas, Govindaraju has gifted 0-15 guntas of land in favour of his daughter Smt.Shailaja (Owner No.23 herein).

Whereas, Sri.Govindaraju has also acquired 0-20 guntas of land vide SRI.No.2/1998-99 and as per will remaining land measuring 0-19 guntas. Thus the said Sri.Govindaraju is totally owned and possessed 0-39 guntas of land in Sy.No.213/7 including 5 guntas of Kharab land. BBMP, Bangalore has assigned KathaNo.2957/213/7 for this extent of land.

Whereas, the said Sri.Govindaraju has got the land measuring 0-39 guntas in Sy.No.213/7, including 5 guntas of Kharab land, converted from agricultural to non-agricultural residential purposes vide conversion order bearing No.ALN (N.A.Y.)SR 222/2008-09, dated 17.04.2009, which has been revised by an order dated 10.12.2013.

Whereas, Sri.Govindaraju along with his son Sri.Keshavamurthy (**Owner No.22** herein) has entered into Joint Development Agreement dated 13.06.2012 registered as document No.BYP-1-01291-2012-13 & stored in CD NO.BYPD116 Dtd: 13.06.2012 registered in the office of Senior Sub-Registrar, Byatarayanapura, hereinafter called as Joint Development Agreement with **M/S.FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

WHEREAS, simultaneously the **Owners No. 21 & 22** have executed General Power of Attorney dated 13.06.2012 registered as document No.BYP-4-00056-2012-13 stored in CD NO:BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, in favour of the DEVELOPER-I/ FIRST 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 land, share, right, title and interest in the Schedule Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule Property.

ITEM NO.V (Sy.No.213/7, measuring 0-15 guntas):

Whereas, Smt.Shailaja (D/o.Sri.Govindaraju), the **Owner No.23** is the sole and absolute owner of 0-15 guntas of land in Sy.No.213/7, which has been described in ITEM NO.V.

Whereas, the said Smt.Shailaja has acquired 0-15 guntas of land in Sy.No.213/7, out of 0-34 guntas of land under a Gift Deed, dated 18.01.2003, executed by her father Sri.Govindaraju (Owner No.21 herein) (who in turn has acquired the said 0-34 guntas of land by virtue of Will dated 25.03.1981), which has registered and bearing Doc.No.10860/2002-03, stored in CD No.YNK-34, in the Office of Sub Registrar, Yelahanka. She got the land transferred in her name vide MR No.36/2002-03. BBMP, Bangalore has assigned KathaNo.2959/213/7 for this portion of land.

The Agricultural land measuring 0-15 guntas in Sy.No.213/7 has been converted to non agricultural residential purposes vide Conversion Order dated 15.07.2004 bearing No:ALN:SR(NA):90/2004-05.

Whereas, the said Smt.Shailaja has entered into a Joint Development Agreement dated 13.06.2012, registered as document No.1-01290-2012-13 & stored in CD NO.BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore with **M/S. FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/ FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

WHEREAS, simultaneously the **Owner No.23**, Smt.Shailaja has executed General Power of Attorney dated 13.06.2012 registered as document No.BYP-4-00058-2012-13, stored in CD NO:BYPD116, registered in the office of Senior Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-I/ FIRST 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 land, share, right, title and interest in the Schedule Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule Property.

ITEM NO.VI (Sy.No.213/8, measuring 0-31 guntas):

Whereas, **Owners No. 24 to 34** are the absolute joint owners of the property bearing Sy.No.213/8, measuring 0-31 guntas, which has been more fully described in ITEM NO.VI.

Whereas originally 0-31 guntas of land in Sy.No.213/8 was belonging to the one Sri.Gangappa, who had acquired the same under a Registered Partition Deed bearing Doc.No.2868/1963-64, dated 08.07.1963.

Whereas after the demise of the said Sri.Gangappa, the said property was came to the possession and enjoyment of his wife Smt.Hanumakka and sons Sri.G.Narasaiah, Sri.K.G.Rama Murthy, Sri.G.Venkatesh, who in turn have sold the said 0-31 guntas of land in favour of Sri.S.R.Srinivas Raju under a Registered Sale Deed, dated 10.10.1979, bearing Doc.No.2234/1979-80, Book I, Volume 3147, at pages 109-112, in the office of Sub Registrar, Bangalore North Taluk.

Whereas, the said Sri.S.R.Srinivas Raju in turn had sold the 0-31 guntas of land in Sy.No.213/8 in favour of Smt.K.A.Nirmala, Sri.Girish Krishna Murthy, Sri. Karthik Krishna Murthy, Sri.Roshan Chandra, Kum.Rasna Chandra, Smt.Shashi Mohan and Smt.Kanakalakshmi under a registered Sale deed dated 22.05.1986, bearing Doc.No.297/1986-87, Book I, Volume 3903, at pages 85-90, in the office of Sub Registrar, Bangalore North Taluk. Subsequent to the sale deed land in Sy.No.213/8 was mutated in the name of Smt.K.A.Nirmala and others vide MR No.67/1987-88.

Whereas, the said Smt.Kanakalakshmi has died on 05.07.1990. After her death, the land in Sy.No.213/8, measuring 0-31 guntas has been mutated in the name of her husband Sri.T.G.Sampath and in the name of Smt.Shashi Mohan and Smt.K.A.Nirmala vide M.R.No.23/93-94. The details of their respective shares as per mutation are as under:-

Name of the Owner	Sy.NO.	Extent of ownership.
Sri.T.G. Sampath	213/8	0-10 Guntas.
Smt.Shashi Mohan	213/8	0-10 Guntas.
Smt.K.A. Nirmala	213/8	0-11 Guntas

Whereas, the said Sri.T.G.Sampath has also died on 23.12.2004 leaving behind him his sons Sri.T.S.Santosh and Sri.T.S.Darshan and daughter Smt.T.S.Archana (**Owners No.32, 33 and 34** herein) to succeed his share of property in Sy.No.213/8.

And thus **Owners No.24 to 34** have become the joint owners of 0-31 guntas of land in Sy.No.213/8. BBMP, Bangalore has assigned KathaNo.2956/213/8 for this extent of land.

Whereas, **Owners No. 24 to 34** have entered into a Joint Development Agreement dated 18.05.2012, registered as document No.1-00832-2012-13 & stored in CD NO.BYPD 113, registered in the office of Senior Sub-Registrar, Byatarayanapura, with **M/S. FORTUNA URBANSCAPE PRIVATE LIMITED**, by virtue of this Development Agreement, the **DEVELOPER-I/FIRST CONSENTING PARTY** has acquired full power and authority to develop the schedule property and to do all such acts to execute the Development Agreement.

Whereas, simultaneously the **Owners No. 24 to 34** have executed General Power of Attorney dated 18.05.2012, registered as document No.BYP-4-00036-2012-13 stored in CD NO:BYPD 113, registered in the office of Senior Sub-Registrar, Byatarayanapura, in favour of the DEVELOPER-I/ FIRST 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 land, share, right, title and interest, in the property described in ITEM NO.VI of Schedule 'A' Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

ITEM NO.VII (Sy.No.213/7, measuring 0-20 guntas):

Whereas, **Owners No.36 to 38**, namely Sri.G.Narayanaswamy, Sri.G.Venkataswamy and Sri.K.G.Anjinappa herein are the absolute owners of another portion of land in Sy.No.213/7, measuring 0-20 guntas, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, which has been described in **Item No.VII**, of Schedule 'A' Property.

Whereas, Sri.Gangadharappa (S/o. late Venkaswamappa), who was in possession and enjoyment of land in Sy.No.213/7, measuring 0-20 guntas by virtue of MR

No.2/1998-99, had sold the said property in favour of Sri.K.H.Ramakrishnappa (S/o.Chikkahuchhappa) under a registered Sale deed bearing Doc.No.4078/1961-62, dated 04.07.1961. Subsequent to the purchase of the land, Khatha of the same was transferred in the name of Sri.K.H.Ramakrishnappa vide MR No.20/2005-06.

Whereas, the said Sri.K.H.Ramakrishnappa had authorized the one Smt.Gowramma (W/o.Sri.V.Gangadharappa) to sell, to receive sale consideration and to do other acts in respect of the property bearing Sy.No.213/7, measuring 20 guntas under a notarized GPA dated 03.08.1970. Later under a registered Sale deed dated 24.02.2006, which has bearing Doc.No.15051/2005-06, the said Sri.K.H.Ramakrishnappa (S/o.Chikkahuchhappa) represented by his GPA holder Smt.Gowramma had sold and conveyed the property in ITEM NO.VII in favour of Sri.G.Narayanaswamy, Sri.G.Venkataswamy, Sri.K.G.Anjinappa(sons of Gangadharappa), the **Owners No.36, 37 and 38** herein respectively, who are the sons of **Owner No.35** and brothers of **owners No.39 to 42**. They got the Khatha of the land transferred in their name vide MR No.39/2005-06. And thus the **Owners No.35 to 42** have become the owners the land measuring 20 guntas in Sy.No.213/7, which has been described in the ITEM NO.VII. The said property was bearing BBMP Khatha No.2988/213/7.

Whereas the Owners **No.35 to 42**, along with their other family members have entered into Joint Development Agreement, dated 25.03.2011, with M/S.FORTUNA PROJECTS (INDIA) PRIVATE LIMITED, represented by its Chairman SRI.PADMAIAH VUPPU and Managing Director SRI.S.V.NARESH KUMAR, the DEVELOPER-II/SECOND CONFIRMING PARTY herein, which has registered as Doc.No.BYPD-1-06116/2010-11, Book I, stored in CD No.BYPD71, in the office of Sub-Registrar, Byatarayanapura, Bangalore.

Whereas, simultaneously the **Owners No. 35 to 42** have also executed General Power of Attorney dated 25.03.2011, which has registered and bearing Doc.No.BYP-4-00330/2010-11, Book IV, stored in CD No.BYPD71, in the office of Sub-Registrar, Byatarayanapura, Bangalore in favour of the DEVELOPER-II/SECOND CONFIRMING PARTY herein 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 land, share, right, title and interest, in the property described in ITEM NO.VII of Schedule 'A' Property to such parties, who are desirous and intend to get a residential apartment constructed on the Schedule 'A' Property.

Whereas, the land described in ITEM NO.VII has been converted for non-agricultural residential purposes vide Conversion Order bearing No.ALN (NAY)SR 237/13-14, dated 02.06.2014, which has been issued in favour of Sri.G.Narayanaswamy, Sri.G.Venkataswamy, Sri.K.G.Anjinappa (Sons of V.Gangadharappa).

Whereas, the entire property described in ITEM NOS.I to VII in Sy.No.213/7 and 213/8, is measuring in total 4 acres, which excludes 5 guntas of Kharab land. Whereas out of the total extent of land in Sy.No.213/7, an extent measuring 6½ guntas (which includes 5 guntas of kharab land) has been relinquished in favour of

The Commissioner, BBMP under a registered Relinquishment Deed bearing Doc.No.HBB-1-05480/2013-14, Book I, stored in CD No.HBBD147, in the office of Sub-Registrar, Hebbal.

Whereas, subsequent to the registered Relinquishment Deed in favour of BBMP, mentioned in the above para, the remaining extent of land in Sy.No.213/7 and 213/8, totally measuring 3 acres 38 ½ has been assigned with single amalgamated **BBMP Khatha No.2988/213/7**, Vidyaranyapura Ward No.9 in the records of Bruhath Bangalore Mahanagara Palike, Bangalore.

Whereas in furtherance of the scheme of development formulated by the VENDORS No.1 to 42 and DEVELOPER, the Developer/Consenting Parties have obtained building construction plan duly approved by the Bruhath Bangalore Mahanagara Palike vide **L.P. #0176/2014-15 Dtd: 17.11.2014.**

Whereas, as per the scheme of development formulated by the VENDORS No.1 to 42 and DEVELOPER, any person(s) who are interested in owning a Residential Apartment(s) in the Residential Apartment complex called **“FORTUNA WINDFLOWER”** to be constructed on the Composite Schedule Property shall purchase proportionate undivided land, share, right, title, interest and super built up area, car parks, amenities & facilities in the Composite Schedule Property and have a Residential Apartment constructed through the Developer in the said integrated Residential Apartment Complex.

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 58% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners No.1 to 23 and 35 to 42 have been allotted with 42% share of Super Built-up area along with proportionate car parking space, etc., in respect of Sy.No.213/7 (Property described in ITEM Nos. I, II, III, IV, V and VII) and the Developer/Builder has been allotted with 60% share of Super built-up area along with proportionate share in the undivided land, car parking space, etc. and the Owners No.24 to 34 have been allotted with 40% share of Super Built-up area along with proportionate share in the undivided land, car parking space, etc., in respect of Sy.No.213/8(Property described in ITEM No.VI) of Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore.

Whereas the VENDORS No.1 to 42 all have executed an irrevocable General Power of Attorneys simultaneously with the execution of Joint Development Agreements in favour of the DEVELOPERS/CONSENTING PARTIES (both First and Second Consenting Party respectively), empowering to do all such acts, deeds and things as are required to implement the terms and conditions of the said Joint Development Agreements. Thus, the Developers herein are entitled to convey proportionate share right, title and interest in the undivided land in the ‘Composite Schedule Property’ to such parties, who are desirous of and intended to get a residential apartment constructed on the Schedule ‘A’ Property.

Whereas, the Owners 1 to 42 all have entered into an Allocation Agreement with Developer dated 28.11.2014, an **Apartment bearing No. -----, -----Floor, Block '-----' Type -----, '-----' BHK**, 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 SECOND PARTY being interested in acquiring a residential apartment constructed on Schedule Property 'A' property, having scrutinized the title of the LAND-OWNERS to the Schedule 'A' Property and the scheme formulated for development of the Schedule 'A' Property by the FIRST PARTY and being satisfied thereof, has offered to join the Scheme and agreed to purchase proportionate undivided share in the Schedule 'A' property 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 which is more fully described in Schedule 'C' hereunder and hereinafter referred to as Schedule 'C' Property as per the specifications as set out in **Annexure-I** hereunder.

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 duly approved by the Bruhath Bangalore Mahanagara Palike vide L.P. #818/2013-14.

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 **June 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 **JUNE 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. However if any such penalty amount is payable by the FIRST PARTY/BUILDER to the Second Party/Purchaser, the same shall be adjustable at the final payment to be made by the Second Party towards the Flat consideration.

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. No. Dtd:, 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**

5. DEPOSITS:

The cost of the deposit payable towards Car Parking Area, BWSSB, BESCOM Deposits, Generator Cost, Amenities is included in the aforesaid consideration amount.

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. 60,000/-** towards Legal Documentation Charges & e-stamping charges for agreements, Property Tax, Katha 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.4/- 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 payable from builder side 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. 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.

12. 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.

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.

16. OCCUPATION CERTIFICATE:

It is the responsibility of the builder to obtain Occupancy Certificate from the competent authority.

“SCHEDULE ‘A’ PROPERTY”

ITEM NO.I: [Property belonging to Smt.Saraswathamma and others, Parties No.1 to 7]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide Conversion Order No:ALN(NAY)SR:40/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2960/213/7 and bounded on:

East by : Sy.No. 213/7 remaining property
West by : Sy.No. 213/7 remaining property
North by : Sy.No. 213/7 remaining property
South by : Sy.No.214 property

ITEM NO. II: [Property belonging to Smt.B.H.Chandrika and others, Parties No.8 to 12]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide Conversion Order No: ALN[NAY]SR:38/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2961/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.213/7 remaining property
North by : Sy.No.213/7 remaining property
South by : Sy.No.214 property

ITEM NO.III: [Property belonging to Smt.Neelamma and others, Parties No.13 to 20]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-20 guntas vide Conversion Order No: ALN(NAY)SR:41/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently the property bearing Khatha No. 2958/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.6 property
North by : Sy.No.213/7 remaining property
South by : Sy.No.214 property

ITEM NO. IV: [Property belonging to Sri.Govindaraju, Party No.21]

All that piece and parcel of Converted land bearing Sy.No.213/7 measuring 0-34 Guntas (20 guntas + 14 guntas) vide conversion order No: ALN(NAY)SR222/2008-09 Dtd: 17.04.2009 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khata No. 2957/213/7 and bounded on:

A] Sy.No.213/7, measuring 20 guntas.

East by : Road,
West by : Property Ramaiah's wife and children,
North by : Gangadarappa's sons property,
South by : Tukaram's property.

B] Sy.No.213/7, measuring 14 guntas.

East by : Gangadharappa's sons property,
West by : Smt.Shailaja's Property,
North by : Nanjappa's property,
South by : Ramaiah, Narayanappa and Venkatashamappa's sons property.

ITEM NO. V: [Property belonging to Smt.Shailaja, Party No.23]

All that piece and parcel of converted land bearing Sy.No.213/7 measuring 0-15 Guntas vide conversion order NO: ALN:SR(NA)90/04-05 Dtd: 15.07.2004, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khata No. 2959/213/7 and bounded on:

East by : Sy.No.213/7 remaining property
West by : Sy.No.213/8 property
North by : Sy.No.210 property
South by : Sy.No.213/6 property

ITEM NO. VI: [Property belonging to Smt.Nirmala and others, Parties No.24-29, 32, 33 and 34]

All that piece and parcel of converted land bearing Sy.No.213/8 measuring 0-31 Guntas vide Conversion Order No: ALN (NAY)SR: 39/2012-13 Dated: 10.07.2012 situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing khata No. 2956/213/8 and bounded on:

East by : Sy.No.7 Property
West by : Sy.No.210 Property
North by : Sy.No.210 Property
South by : Sy.No.2 Property

ITEM NO.VI: [Property belonging to Smt.Gowramma and others, Parties No.35 to 42]

All that piece and parcel of converted land bearing Sy.No.213/7 measuring 0-20 Guntas vide conversion order No.ALN(NAY)SR 237/13-14, dated 02.06.2014, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, the property bearing Khatha No. 2988/213/7 and bounded on:

East by : Cow Street (Danada Oni),
West by : Remaining portion of Sy.No.213/7,
North by : Property of Bidalur Munishamappa,
South by : Remaining portion of Sy.No.213/7.

“COMPOSITE SCHEDULE PROPERTY”

(FOR ITEM NOS.I, II, III, IV, V, VI & VII of SCHEDULE ‘A’ PROPERTY)

All that piece and parcel of land bearing Sy.No.213/7 measuring 3 acres 9 guntas and 213/8, measuring 0-31 guntas, totally measuring 4 acres (excluding 5 guntas of Kharab in Sy.No.213/7, out of which 6½ guntas of land has been relinquished in favour of BBMP), converted for non-agricultural residential purposes vide above mentioned conversion orders respectively, situated at Kodigehalli Village, Yelahanka Hobli, Bangalore North Taluk, presently comes under the limits of BBMP, Bangalore and bearing amalgamated Khata No.2988/213/7 and bounded on:-

East by : Road,
West by : Sy.No.213/6,
North by : Sy.No.210,
South by : Sy.No.214.

“SCHEDULE ‘B’ PROPERTY”

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

“SCHEDULE ‘C’ PROPERTY”

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

Duplex bearing # on theth **Floor, Block ‘.....’, Type ‘.....’** 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 WINDFLOWER”** 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 unbuilt 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 FIRST 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'S) 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
[SPECIFICATIONS]

STRUCTURE:

Seismic Zone II complaint RCC framed structure, RCC retaining walls.

PLUMBING & WASTE MANGEMENT:

Rain Water Harvesting Scheme provided for recharging the ground water level/collection and re-use for landscaping areas.

LIFTS

- 9 fully automatic passengers lifts;2 in each block and 1 in club House,
- Block1 & Block 2(10 Passengers lift in each Block),
- Block 3-1 Lift (8 Passengers)
- Block 4-1 Lift (8 Passengers)

SECURITY SYSYEMS:

- 24X7 Security System
- CCTV Cameras at entrance of security cabin and each at lobby/basement.

MASONRY:

- Concrete Solid Block.

PLASTERING:

Internal : All walls are smoothly plastered/punning-Minimum 10 mm thickness.

External : All walls are plastered with water proof compound -20 mm thickness.

PAINTING External : Weather-proof paint

Internal : Plastic emulsion for walls & OBD for ceiling enamel Paint for all MS railings & grills

FLOORING & DADOING – APARTMENTS:

- 2 feet x 2 feet vitrified flooring for foyer, living, dining area, kitchen, bedrooms and family room
- Staircase: Granite treads and riser
- Master Bedroom: Wooden Flooring
- Anti-skid ceramic flooring in toilets, balcony & utility
- Ceramic dadoing up to 7 feet in toilets;
- Ceramic tiles dadoing for 2 feet, above kitchen platform

FLOORING & DADOING-COMMON AREAS:

- Corridors- Granite flooring
- Staircase – Granite treads and risers
- Lift Lobby-Granite flooring and full height granite dadoing

MAIN DOORS, INTERNAL DOORS, SLIDING DOORS, SLIDING WINDOWS, VENTILATORS & HARDWARE:

Main Door: Pre-Hung Main Door: 5.5”x2.5” Solid wood frame, 40mm thick flush door shutter, (solid Core) with laminated finish along with architrave.

Bedrooms: 5.5”x2.5” solid wood frame 30mm thick flush door shutter, (Solid Core) with laminated finish along with architrave.

Toilets: 5.5”x2.5” solid hard wood frame 30mm thick 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.

KITCHEN /UTILITY:

- Provision for Electrical and plumbing points
- Provision for water filter in kitchen
- Provision for washing machine in utility and water point for sink
- Provision for gas Cylinder point in utility area with necessary copper piping.

ELECTRICAL:

- One TV Point in the living room and master bedrooms/family rooms fire resistant electrical wires of reputed brand.
- Branded modular switches of Anchor/MK/HAVELS Equivalent make one miniature circuit Breaker (MCB) for each room provided at the main distribution box within each flat and master bedroom.
- Telephone points shall be provided in living/master bed room, intercom to security

POWER LOAD PROVISION:

- 5 KW for 2 & 3 BHK, 8 KW for 4BHK & Duplex
- 24 hours DG power back-up for lighting in common areas, lifts and pumps and inside flats for lighting
- Split A/C power point in living & all bedrooms

PLUMBING:

- Wall mounted European water closet of jaguar/ESS/Hind ware of reputed make
- Washbasin of reputed make
- Single lever hot & cold water mixer unit for shower
- Health faucet of reputed make provided for all toilets
- Provision for geyser in all toilets

WATER SUPPLY:

- Adequate water supply through bore-well provision & corporation water in kitchen

ANNEXURE – II

PARTICULARS	PERCENTAGE	TOTAL FLAT COST
Amount Paid	Rs. /-	Rs..... /-
On Execution of Agreement	20%	Rs. ----- /-
On Completion of footings	5%	Rs. ----- /-
Slab over Basement	5%	Rs. ----- /-
Slab over 1 st Floor	5%	Rs. ----- /-
Slab over 3 rd Floor	5%	Rs. ----- /-

Slab over 5 th Floor	5%	Rs. -----/-
Slab over 7 th Floor	5%	Rs. -----/-
Slab over 9 th Floor	5%	Rs. -----/-
Slab over 11 th Floor	10%	Rs. -----/-
On Completion of Block Work	10%	Rs. -----/-
On Completion of Inner Plastering	10%	Rs. -----/-
On Completion of Flooring	9%	Rs. -----/-
On Completion of Painting	3%	Rs. -----/-
On Possession June 2017 plus 6 months grace period	3%	
TOTAL	100%	Rs. -----/-

IN WITNESS WHEREOF, Parties herein have affixed their signatures to these presents in the presence of the witnesses attesting hereunder on the day, month and year first above-mentioned.

WITNESSES:

1.

**VENDORS/OWNERS No.1 to 34
(Represented by their GPA Holder)
M/S. FORTUNA URBANSCAPE PVT. LTD.
REPTD. BY ITS**

2.

**VENDORS/OWNERS No.35 to 42
(Represented by their GPA Holder)
M/S. FORTUNA PROJECTS (INDIA) PVT. LTD.
REPTD. BY ITS**

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

(NARESH KUMAR)

**MANAGING DIRECTOR
DEVELOPER-II/SECOND CONSENTING PARTY**

(.....)
PURCHASER/S

DRAFT