



South City Group Housing Apartment Owners' Association

Registered under KAOA: No BNG(U)-JPN/82/2009-10

1st Floor, Club House, South City, Off Bannerghatta Road, Bangalore 560076

16th January 2026

Ref No.: SUGRUHA/President/2025-26/OS-401/0007

Dear Apartment Owners of South City,

Namaskar!

This is our fourth communication since 3rd Nov 2024. These communications summarize pertinent facts that each apartment owner at L&T South City should know.

If you have not read them, please do so to gain a better understanding of this communication.

1. Ref No.: SUGRUHA/President/2025-26/OS-401/0004 through an email dated 4th November 2025.
2. Ref No.: SUGRUHA/President/2025-26/OS-401/0005 through an email dated 10th November 2025.
3. Ref No.: SUGRUHA/President/2025-26/OS-401/0006 through an email dated 6th January 2026.

As mentioned in our letter of 6th January 2026, we had promised to help each one of you understand the key documents that should be in your possession, and which form the legal basis of your purchase and ownership of the apartment in South City. This time we will discuss the following documents:

- A. The Agreement to Sell (ATS) – across various phases of the South City project.
- B. The Sale Deed (SD) – across various phases of the South City project.
- C. Supplementary Agreement regarding the right to use the car parking area.

A. Agreements to Sell (ATS)

An Agreement to Sell (ATS) for apartments is a legally binding contract promising a future transfer of property, detailing price, payment schedule, property specifics (including undivided share of land/UDS), possession date, and obligations, acting as security before the final Sale Deed, and requiring stamp duty and registration for enforceability, especially for under-construction properties.

Key Aspects:

- **Purpose:** To record mutual consent for the future sale, establishing enforceable terms under the Indian Contract Act, protecting both buyer and seller before ownership transfers.

- **Key Contents:**
 - **Parties:** Buyer & Seller details.
 - **Property Details:** Flat number, building name, UDS (Undivided Share of Land), parking, boundaries.
 - **Financials:** Total sale consideration, advance/earnest money, payment schedule, stamp duty/registration cost responsibility (usually buyer).
 - **Timeline:** Date for possession and execution of the final Sale Deed.
 - **Obligations:** Seller clearing dues, obtaining necessary approvals (like OC), buyer paying dues/charges, family consent deed (if applicable).
 - **Ownership Rights:** It does not create any ownership interest or charge on the property for the buyer at the time of signing. Ownership remains with the seller until the conditions specified in the agreement are met and the sale deed is registered.
 - **Remedies:** Clauses for default, forfeiture of earnest money, or seeking specific performance.
- **Legal Enforceability:** It is a legally enforceable contract under the Indian Contract Act, 1872. It is an executory contract, not transferring ownership, but creating an obligation to transfer later. If either party defaults, the other can sue for damages or specific performance in court to compel the completion of the transaction.

B. Sale Deed (SD) – also known as Conveyance Deed or Title Deed

A Sale Deed is the most crucial document in a property transaction and is the final, legally binding document that transfers immovable property ownership from the seller (vendor) to the buyer (vendee). It serves as conclusive proof of ownership after all sale terms are met and requiring mandatory registration at the Sub-Registrar's Office (SRO) for legal validity. It is crucial for establishing rights, preventing fraud, and detailing the transaction, including property specifics, sale price, and parties involved, becoming the ultimate title deed.

Key Aspects:

- **Legal Proof:** It is the ultimate evidence of ownership transfer, making the buyer the rightful owner in government and legal records.
- **Mandatory Registration and legal enforceability:** For any property having a value more than ₹100, it must be registered under Section 17 of the Registration Act, 1908, with the SRO within the stipulated time under the Registration Act, 1908, to be legally enforceable. An unregistered sale deed has no legal standing and does not transfer ownership.
- **Execution:** Executed on appropriate stamp paper, signed by both parties and witnesses, and presented for registration.
- **Contents:** Details buyer/seller names, property description, sale consideration, title flow, and acknowledgment of payment.
- **Purpose:** Finalizes the sale, transferring all rights and interests from seller to buyer, making it distinct from the Agreement to Sell.
- **Timing:** It is executed and registered only after all the terms and conditions outlined in the agreement to sell (such as full payment, clearing of all encumbrances, etc.) have been fulfilled.

C. Supplementary Agreement (SA) regarding the right to use the car parking area

A Supplementary Agreement for car parking rights is a legal addendum to an original sale or lease contract, clarifying, modifying, or adding details about parking allocation, usage, and rights (e.g., exclusive vs. common, specific location, transferability) that weren't fully detailed in the main document, ensuring both parties understand their entitlements and responsibilities, often adding specifics like parking number, dimensions, and exclusive use clauses, especially if the initial agreement was vague or covered shared parking.

Key aspects:

1. **Clarifies Ambiguity:** Addresses vague parking clauses in the primary agreement, defining if it is a shared facility or a specifically allotted space.
2. **Modifies Terms:** Changes existing terms, like converting a common area parking spot into an exclusive one for a fee or adding a parking space to an existing property purchase.
3. **Adds Details:** Incorporates essential specifics, such as the assigned parking bay number, location map, vehicle registration, duration, and any associated charges.
4. **Legalizes Allotment:** Formalizes the right to use a specific spot, protecting the owner from future claims or disputes by the builder or society.

Key Elements Included:

- **Reference to Original Agreement:** Clearly states it is a supplement to the existing sale deed or lease.
- **Specific Parking Details:** Mentions the exact location, number, and dimensions of the parking space.
- **Nature of Use:** Defines if the use is exclusive (only the owner) or shared.
- **Consideration:** Details any extra payment for the parking space (if applicable).
- **Legal Formalities:** Requires proper stamping and registration, along with signatures of parties and witnesses.

In essence, the ATS is the **promise** to sell, laying the groundwork for the transaction, while the registered SD is the final legal instrument that **seals the deal** and confers actual ownership to the purchaser."

South City Group Housing Project was developed between 1996 and 2012-13 in six phases as mentioned in our communication Ref No.: SUGRUHA/President/2025-26/OS-401/0006, dated 6th January 2026 – and it comprises a total of 18 towers housing a total of 1998 apartments.

The Honorable City Civil Court has used the Principle of Estoppel in its Decree. This therefore needs to be explained.

Principle of Estoppel: The principle of estoppel is a legal doctrine that prevents a party from asserting a claim or right that contradicts what it has previously stated or done, if another party has relied on that earlier statement or action, to their detriment. It is generally applied mutually and requires action or reliance by at least two parties, so it cannot strictly be applied unilaterally in a legal sense. **Estoppel**

functions to ensure fairness and prevent injustice where one party has been led to believe a certain state of affairs exists and has acted on that belief.

Core Principle:

Estoppel ensures consistency and fairness in legal and contractual relations. Its primary objective is to prevent fraud or injustice by prohibiting a person from "approbating and reprobating" – that is, taking inconsistent positions that harm another person.

Key elements for application:

- **Representation:** A party makes a declaration, act, or omission as to an existing fact.
- **Reliance:** Another person believes this representation to be true.
- **Action/Alteration of Position:** The second person acts based on that belief, altering their position (often to their detriment or loss).
- **Preclusion:** The first party is then barred ("estopped") from denying the truth of the original representation in a legal proceeding.

Can it be applied unilaterally: Estoppel is not to be applied unilaterally; it requires a relationship between at least two parties:

- **Bilateral Nature:** It must be reciprocal or mutual, meaning it binds the parties involved in the specific transaction or litigation.
- **Reliance Requirement:** A unilateral statement or promise does not create an estoppel unless another party has reasonably relied on it and suffered a detriment or altered their position as a result.
- **Defense vs. Action:** Traditionally, estoppel is used as a "shield" (defense) rather than a "sword" (a cause of action), meaning it is used by one party to prevent another from making a contradictory claim, rather than being a standalone right one can simply declare.

The three important questions that all of us must ask are given below. In answering the three questions the documents **A** (ATS), **B** (SD), and **C** (Supplementary Agreement regarding the right to use the car parking area) are key.

Q1) Are we, as a community protecting the Entire Property promised to us at the time we purchased our apartments?

A1) At the outset, we must understand that "Entire Property" means that piece of land which "belongs" to the entire community (all apartment owners), without any exceptions. This means it belongs to all the owners of all Apartment Blocks: A1 ~ A2, B1 ~ B10, C1 ~ C3, D1 ~ D3.

- a. For all of us (Purchasers), our Sale Deeds describe and record this Entire Property as First Schedule Property known as "South City." The First Schedule property refers to: "*All that piece and parcel of property bearing Survey Nos. 90/1, 91, 92 (part), 93 (part), 94, 95 and 96/1 situated at Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk, admeasuring 34 acres (1,37,596.45 Sq Mt)...*" The First Schedule Property is a description of the Entire Property.
- b. However, in the case filed by L&T against Mr. Ranka, SUGRUHA and all apartment owners, which is OS-401, the description of the above Entire Property of 34 acres has been changed (re-described) by L&T. The new description as recorded in OS-401 is: "*All that 34 acres of converted land bearing Survey Nos. 90/1, 91, 92 (part), 93 (part), 94, 95 and 96/1 (including the CA sites,*

Park, roads already relinquished in favour of BDA), situated at Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk, (excluding 1 Acre 06 guntas retained by Mr. Dinesh Ranka for his villa)...."

- i. **Note:** To a large degree of certainty, the text in **red font** is not there in the First Schedule of any of the Sale Deeds of the 1998 apartments that comprise South City.
- ii. By comparing (a) and (b) above, it is clear that L&T kept falsely claiming "good and marketable title to the Entire Property (undivided interest in the land and the apartments under construction and to be constructed) in the project "South City." These claims were not a mistake. They were intentional – with an aim to suppress the reality on the ground – while simultaneously claiming full disclosure.
- c. Let us now look at the Honorable City Civil Court's order. This order refers to and makes its basis the ATS and Sale Deed of B3-0502 only.
 - i. In its Decree vide its order of 3rd Nov 2025, the City Civil Court has followed the doctrine of Estoppel to justify that its Decree was by "agreement" between the Petitioner and all the defendants.
 - ii. In its order, Para 25, the Hon. City Civil Court refers to Clause 13.5 of the ATS for B3-0502.
 - On scrutiny of the ATS it is observed that contrary to the Court Decree, the ATS of B3-0502, has no mention of Clause 13.5 at all.
 - But there is a Clause 13.3.1 which begins "*In the event of the association of apartment owners being formed*"
 - Why was this hedging by L&T, when in Clause 13.4 they claim that – "*The Purchaser agrees that the bye-laws of the Association and the rules made thereunder which has already been framed by the Developer shall be valid and binding on the Purchaser.*"
 - L&T does not mention any of the following – which association are they referring to? Block level or Apex. Whether this association would be (or has been), registered under KAOA (1972) or not?
 - iii. The purchaser of B3-0502 can be held to doctrine of Estoppel only if:
 - Only if the Entire Property in the Sale Deed as given in (a) above is identical to that re-described by L&T (in Schedule-A of OS-401) as given in (b) above. Which is not the case.
 - iv. Further, the Hon. City Civil Court has assumed that the ATS and SD of B3-0502 are identical to those of all the other 1997 apartments – thereby implying that all apartment owners (Purchasers) have accepted the same terms and conditions as per the ATS and SD of B3-0502. There is ample documentary evidence to demonstrate that the ATS and Sale Deeds differ across the Phases and apartments even in crucial matters – such as Schedule Property, UDS, nature of the Association to be formed (including the role of L&T) etc.
- d. With regards to SUGRUHA, and the Hon. City Civil Court's decree, the most important points to understand are as follows:
 - i. SUGRUHA's registered Deed of Declaration (DoD) describes the Entire Property: "*All that piece and parcel of property bearing Survey Nos. 90/1, 91, 92 (part), 93 (part), 94, 95 and 96/1 situated at Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk, admeasuring 34 acres (1,37,596.45 Sq Mt)...*"
 - This description of the Entire Property (land) in the DoD of SUGRUHA is the same as the description of Entire Property in First Schedule of the Sale Deed of every apartment owner of South City.

- ii. The re-description of Entire Property as per OS-401 differs substantially from that of First Schedule of the Sale Deed of every apartment owner of South City.
- iii. SUGRUHA is therefore duty bound to defend the property rights of every member of SUGRUHA (only to the extent described in the First Schedule of their Sale Deeds and as per the DoD of SUGRUHA).

Q2) Are we, as individual owners of apartments getting our due share of the common areas of the Entire Property which was promised (as per our Sale Deeds) to us by the sellers (Mr. Ranka and L&T)?

A2) The pre-requisite for this is for all apartment owners to defend the Entire Property which has been sold to us. This is recorded in First Schedule of our Sale Deeds – and it is 34 acres (the same for all 1998 apartments).

Q3) Is our individual undivided share of the Entire Property as per the provisions of KAOA 1972?

A3) SUGRUHA is committed to defending the rights of its members for the Entire Property as recorded in the First Schedule of each of their 1998 Sale Deeds.

- a. As of date, the UDS of apartments is either **0.325** sq ft (per sq ft of Super Built-up Area) OR **0.25** sq ft (per sq ft of Super Built-up Area). Hence as of date the individual undivided share of common property is not equitable and not as per provisions of KAOA 1972.
- b. Only if we can successfully defend the common property rights of our members (in accordance with First Schedule of their Sale Deeds), only then will the UDS of every apartment in South City be made equitable i.e. **0.325** sq ft (per sq ft of Super Built-up Area) – without adversely affecting any of the 1998 owners (Purchasers).

We hope this communication alongwith the previous three (referred on Page 1) have helped you to better understand the situation vis-à-vis your property in “South City”, and your Apartment Owners Association – SUGRUHA. Be assured that SUGRUHA is Bonafide, duly registered and is on the side of TRUTH.

Please feel free to contact us for clarifications.

With my regards and pranams, I remain,

Yours very sincerely,



(Shrikrishna G. Kulkarni)